UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO
(RULE 14d-100)

Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 1)

CON-WAY INC.
(Name of Subject Company)

CANADA MERGER CORP.
(Offeror)

XPO LOGISTICS, INC.
(Parent of Offeror)
(Names of Filing Persons)

COMMON STOCK, $0.625 PAR VALUE
(Title of Class of Securities)
205944101
(Cusip Number of Class of Securities)

Gordon E. Devens
Senior Vice President, General Counsel and Secretary
XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, CT 06831
(855) 976-4636
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

With a copy to:

Adam O. Emmerich, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
(212) 403-1000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$2,765,579,896.80	$321,360.38

* Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated by adding the sum of (i) 56,866,820 shares of common stock, par value $0.625 per share (the "Shares"), of Con-way Inc. ("Con-way") outstanding multiplied by the offer price of $47.60 per share, (ii) 1,233,598 Shares subject to outstanding restricted stock unit award and performance share plan units, which reflects the maximum number of restricted stock unit awards and performance share plan units that may be outstanding at the time the offer is completed, multiplied by the offer price of $47.60 per share. The calculation of the filing fee is based on information provided by Con-way as of September 3, 2015.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2015, issued August 29, 2014, by multiplying the Transaction Valuation by 0.0001162. ☐

☒ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: $321,360.38
Filing Party: XPO Logistics, Inc. and Canada Merger Corp.
Form or Registration No.: Schedule TO (File No. 005-14440)
Date Filed: September 15, 2015

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ Third-party tender offer subject to Rule 14d-1.
- ☐ Issuer tender offer subject to Rule 13e-4.
- ☐ Going-private transaction subject to Rule 13e-3.
- ☐ Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

This Amendment No. 1 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO filed with the U.S. Securities and Exchange Commission on September 15, 2015 (together with any subsequent amendments and supplements thereto, the "Schedule TO"). The Schedule TO relates to the tender offer by Canada Merger Corp., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of XPO Logistics, Inc., a Delaware corporation ("XPO" or "Parent"), for all of the outstanding shares of common stock, par value $0.625 per share ("Shares"), of Con-way Inc., a Delaware corporation ("Con-way"), at a price of $47.60 per share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and conditions set forth in the offer to purchase dated September 15, 2015 (the "Offer to Purchase"), a copy of which is attached as Exhibit (a)(1)(A), and in the related letter of transmittal (the "Letter of Transmittal"), a copy of which is attached as Exhibit (a)(1)(B), which, as each may be amended or supplemented from time to time, collectively constitute the "Offer."

All the information set forth in the Offer to Purchase, including Schedule I thereto, is incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

This Amendment is being filed to amend and supplement Items 5, 7, 11 and 12 as reflected below.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements***.

Item 5 of the Schedule TO is hereby amended and supplemented as follows:

The information set forth in Section 11 — "The Merger Agreement; Other Agreements" of the Offer to Purchase is hereby amended and supplemented to add the following paragraphs:

Confidentiality Agreement

XPO and Con-way entered into a confidentiality agreement, dated July 28, 2015 (as amended or supplemented from time to time, the "Confidentiality Agreement"). Under the terms of the Confidentiality Agreement, each party agreed to keep confidential, subject to certain exceptions provided for in the Confidentiality Agreement, information furnished directly or indirectly by the disclosing party or any of its affiliates or representatives to the receiving party or any of its affiliates or representatives and to use such information solely for the purpose of evaluating, negotiating, advising or financing with respect to, or consummating, a possible transaction between XPO and Con-way. Each party has agreed, subject to certain exceptions, that it and its representatives would not, for a period of one year from the date of the Confidentiality Agreement, directly or indirectly, solicit the services of, whether as an employee, consultant or otherwise, any officer or other director-level employee of the other party or any of its affiliates with whom such party first comes into contact with or learns of through its consideration of a possible transaction between XPO and Con-way. XPO also agreed to standstill provisions that prohibit XPO and its representatives from taking certain actions involving or with respect to Con-way for a period ending on the eighteen-month anniversary of the date of the Confidentiality Agreement, subject to certain exceptions.

The foregoing summary of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(2) hereto and is incorporated herein by reference.

Item 7. ***Source and Amount of Funds or Other Consideration.***

Item 7 of the Schedule TO is hereby amended and supplemented as follows:

The information set forth in Section 9 — "Source and Amount of Funds" of the Offer to Purchase is hereby amended and supplemented to add the paragraph as a new penultimate paragraph under such heading:

On September 25, 2015, XPO amended and restated the Debt Commitment Letter to add five additional financial institutions as Debt Financing Sources.

Item 11. ***Additional Information.***

Item 11 of the Schedule TO is hereby amended and supplemented as follows:

The information set forth in Section 16 — "Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is hereby amended and supplemented to add the paragraph set forth below and by deleting the second and third paragraph under "*Compliance with the HSR Act*".

On September 17, 2015, XPO filed a Premerger Notification and Report Form under the HSR Act, and, on September 25, 2015, the FTC informed XPO that the mandatory waiting period under the HSR Act relating to its purchase of Shares in the Offer had been terminated. Accordingly, the portion of the Antitrust Condition relating to compliance with the HSR Act has been satisfied. The Offer continues to be subject to the other conditions set forth in Section 15 — "Conditions of the Offer" of the Offer to Purchase.

Item 12. ***Exhibits.***

Regulation M-A Item 1016

Exhibit No.	Description
(a)(1)(J)	Form of Notice to Participant and Beneficiaries in the Con-way Plans.
(a)(1)(K)	Form of Trustee Instruction Form for Conway Plans.
(a)(1)(L)	Form of Follow-up Notice to Participant and Beneficiaries in the Con-way Plans.
(b)(1)	Amended and Restated Debt Commitment Letter, dated as of September 25, 2015, among Morgan Stanley Senior Funding, Inc. and the other Commitment Parties named therein and XPO Logistics, Inc.
(d)(2)	Confidentiality Agreement, dated as of July 28, 2015, by and between XPO Logistics, Inc. and Con-way Inc.

SIGNATURES

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: September 28, 2015

CANADA MERGER CORP.

By: /s/ Gordon E. Devens
Name: Gordon E. Devens
Title: Vice President, Secretary and Treasurer

XPO LOGISTICS, INC.

By: /s/ Gordon E. Devens
Name: Gordon E. Devens
Title: Senior Vice President; General Counsel and Secretary

EXHIBIT INDEX

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FORM OF

NOTICE TO PARTICIPANTS AND BENEFICIARIES IN THE CON-WAY [PLAN]

Date: September 22, 2015

The Tender Offer

As you may know, Canada Merger Corp., a Delaware corporation ("***Purchaser***") and a wholly-owned subsidiary of XPO Logistics, Inc., a Delaware corporation ("***Parent***"), has offered to purchase each of the issued and outstanding shares of common stock, $0.625 par value per share (the "***Shares***"), of Con-way Inc., a Delaware corporation ("***Con-way***"), for $47.60 net in cash, less any applicable withholding for taxes and without interest (the "***TO Consideration***"), upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated September 15, 2015 (as may be amended or supplemented from time to time, the "***Offer***").

Following your receipt of this notice, you also will be furnished with the Offer and Con-way's Solicitation / Recommendation Statement on Schedule 14D-9 which is anticipated to set forth, among other things, the recommendation by Con-way's board of directors that Con-way shareholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer. You may also access the Offer by visiting the Company's SEC filings from the U.S. Securities and Exchange Commission's website at *www.sec.gov*. You should review the Offer and Con- way's Solicitation/Recommendation Statement on Schedule 14D-9 when considering whether to tender the Shares allocated to your Plan account.

What Action is Required?

The Offer is being made for all outstanding Shares, including any Shares credited to your account under the Con-way [Plan] (the "***Plan***") as of 12:01 a.m., Eastern Time, October 14, 2015. As a participant (or beneficiary) in the Plan, if a portion of your account is invested in Con-way common stock (the "***Company Stock Fund***"), you may provide instructions to T. Rowe Price Trust Company, the directed trustee of the Plan (the "***Directed Trustee***"), to tender all or none of the Shares allocated to your Plan account as of as of 12:01 a.m., Eastern Time, October 14, 2015. To determine the number of Shares in your Plan account, contact the Plan's recordkeeper T. Rowe Price Retirement Plan Services, Inc. ("***T. Rowe Price***") by phone at (800) 922-9945 or login to your Plan account by using the T. Rowe Price Web site at *www.rps.troweprice.com*. T. Rowe Price representatives are available on business days between 7:00 a.m. and 10:00 p.m. Eastern Time.

By instructing the Directed Trustee to "tender" the Shares allocated to your Plan account as of 12:01 a.m., Eastern Time, October 14, 2015, you are instructing the Directed Trustee to surrender those Shares in the Offer in exchange for the applicable TO Consideration. When deciding whether or not to tender the Shares credited to you under the Plan, you, not the Directed Trustee or the Con-way Inc. Administrative Committee (the "***Committee***"), will be responsible for the decision.

Important: If you instruct the Directed Trustee to tender the Shares allocated to your Plan account, your instruction will apply to ***ALL*** of the Shares credited to you under the Plan. It is not possible to tender only a portion of the Shares allocated to your Plan account. If you do not wish to transfer all of the Shares allocated to your Plan account, then your only alternative is to not tender any of the Shares allocated to your Plan account.

If you do not wish to tender all of the Shares allocated to your account under the Plan in the Offer, no action is required of you.

If you would like to tender all of the Shares allocated to your account under the Plan as of 12:01 a.m., Eastern Time, October 14, 2015 in the Offer, you must submit your instructions to the Directed Trustee through Computershare Trust Company, N.A. (the "***Independent Plan Tabulator***"), no later than 5:00 p.m. Eastern Time, on Friday, October 9, 2015, unless extended as provided below (the "***Plan Deadline***"). You may submit your instructions:

- **By Fax.** Promptly complete, date and sign the enclosed Trustee Instruction Form and return it to the Independent Plan Tabulator via fax: (617) 360-6810.
- **By Overnight Courier.** Promptly complete, date and sign the enclosed Trustee Instruction Form and return it to the Independent Plan Tabulator by overnight courier to

  Computershare Trust Company, N.A.
  Attn: Corporate Actions Voluntary Offer
  250 Royall Street
  Suite V
  Canton, MA 02021

- **By Regular Mail.** Promptly complete, date and sign the enclosed Trustee Instruction Form and return it to the Independent Plan Tabulator in the enclosed postage-prepaid envelope to

  Computershare Trust Company, N.A.
  Attn: Corporate Actions Voluntary Offer
  P.O. Box 43011
  Providence, RI 02940-3011

If you have instructed the Directed Trustee to tender all of the Shares credited to your account as of 12:01 a.m., Eastern Time, on Wednesday October 14, 2015 under the Plan, you may withdraw or change this instruction by submitting a new instruction, which will have the effect of revoking your prior instruction. No matter how many instructions you submit; only your last instruction received by the Independent Plan Tabulator prior to the Plan Deadline will count for tabulation purposes. All new instructions must be received by the Independent Plan Tabulator on or before the Plan Deadline. **IF YOU DO NOT SUBMIT COMPLETE TENDER INSTRUCTIONS TO THE INDEPENDENT PLAN TABULATOR BEFORE THE PLAN DEADLINE, THE DIRECTED TRUSTEE WILL TREAT THIS AS AN INSTRUCTION NOT TO TENDER.**

In the event that the Purchaser extends the expiration date of the Offer (currently 12:01 a.m., Eastern Time, Wednesday, October 14, 2015), the Plan Deadline will automatically be extended to 5:00 p.m. Eastern Time on the date that is three (3) business days prior to the new expiration date. Any extensions of the expiration date of the Offer will be publicly announced by the Purchaser and Parent.

IMPORTANT NOTE ABOUT COMPANY STOCK FUND BLACKOUT PERIOD FOR PARTICIPANTS TENDERING SHARES

Participants and beneficiaries who elect to tender their Shares in the Offer will be unable to make investments or other transfers in or out of, or to request loans or distributions relating to interests in, the Company Stock Fund during the period from the Plan Deadline to the date that the Plan receives and allocates the TO Consideration to Plan accounts (the "***Blackout Period***"). The Blackout Period may be terminated in the event the expiration date of the Offer is extended for more than two (2) business days. In such case, a new Blackout Period will be imposed from the new Plan Deadline to the date that the Plan receives and allocates the TO Consideration to Plan accounts.

The Blackout Period is necessary to allow the Directed Trustee time to respond to the Offer on behalf of participants and beneficiaries who elect to tender their Shares in the Offer and to allow for the delivery of the TO Consideration.

Whether or not you are planning retirement in the near future, we encourage you to consider carefully how the Blackout Period may affect your retirement planning, as well as your overall financial plan. It is very important that you review and consider the appropriateness of your current investments in light of your inability to instruct or diversify those investments during the Blackout Period. For your long-term retirement security, you

should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. You should be aware that there is a risk to holding substantial portions of your assets in the securities of any one company, as individual securities tend to have wider price swings, up and down, in short periods of time, than investments in diversified funds. Stocks that have wide price swings might have a large loss during the Blackout Period, and you would not be able to instruct the sale of such stocks from your account during the Blackout Period.

You can determine whether the expiration date of the Offer has been extended and whether the Blackout Period has started or ended by contacting T. Rowe Price at (800) 922-9945 during business days between 7:00 a.m. and 10:00 p.m., Eastern Time.

Federal law generally requires that you be furnished notice of a blackout period at least 30 days in advance of the last date on which you could exercise your affected rights immediately before the commencement of any blackout period in order to provide you with sufficient time to consider the effect of the blackout period on your retirement and financial plans. However, given that the expiration date of the Offer was not established until September 15, 2015, less than 30 days in advance of the October 14, 2015 Offer expiration date, this notice could not be provided 30 days in advance.

You will receive an updated Blackout Period notice if either the beginning or the end of the Blackout Period is extended.

Enclosed For Your Review

Enclosed for your review are the following materials relating to the Offer:

1. Trustee Instruction Form; and
2. Return reply envelope.

Proceeds from Tender

If you tender your Shares, and if the conditions of the Offer are satisfied, the Directed Trustee will allocate the applicable TO Consideration received in connection with the Offer to your Plan account.

Your Decision is Confidential

All instructions received by the Independent Plan Tabulator from individual participants and beneficiaries will be held in confidence and will not be divulged to any person, including Con-way, the Committee, the Purchaser or Parent, or any of their respective directors, officers, employees or affiliates, except the Independent Plan Tabulator will instruct the Directed Trustee regarding the tender instructions received from individual participants and beneficiaries.

For Additional Information

Important information relating to the Offer is set forth in Purchaser's Offer to Purchase. Other important information relating to the Offer will be included in Con-way's Solicitation/Recommendation Statement on Schedule 14D-9. The Offer and Con-way's Solicitation/Recommendation Statement on Schedule 14D-9 will be sent to you separately and should be reviewed when considering whether to tender the Shares allocated to your Plan account. In addition, these and all other tender offer materials that are filed with the U.S. Securities and Exchange Commission will be available online at *www.sec.gov*.

To obtain information about your Con-way [Plan], please visit T. Rowe Price Web site at *www.rps.troweprice.com* or by calling T. Rowe Price at (800) 922-9945 during business days between 7:00 a.m. and 10:00 p.m., Eastern Time.

FORM OF

TRUSTEE INSTRUCTION FORM

CON-WAY [PLAN]
With Respect to the Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
CON-WAY INC.
a Delaware corporation
at
$47.60 NET PER SHARE
Pursuant to the Offer to Purchase
Dated September 15, 2015
by
CANADA MERGER CORP.
a wholly-owned subsidiary of
XPO LOGISTICS, INC.

BEFORE SUBMITTING YOUR TENDER OFFER INSTRUCTIONS, YOU SHOULD CAREFULLY READ THE OFFER DOCUMENTS AND ALL ENCLOSED MATERIALS.

INSTRUCTIONS TO T. ROWE PRICE TRUST COMPANY, AS DIRECTED TRUSTEE OF THE CON-WAY [PLAN] (THE "PLAN") THROUGH THE INDEPENDENT PLAN TABULATOR, COMPUTERSHARE TRUST COMPANY, N.A., IN RESPONSE TO THE OFFER TO PURCHASE ANY AND ALL COMMON SHARES OF CON-WAY INC. FOR $47.60 NET PER SHARE.

T. ROWE PRICE TRUST COMPANY, AS DIRECTED TRUSTEE, MAKES NO RECOMMENDATION AS TO YOUR DECISION TO TENDER OR NOT TO TENDER SHARES ALLOCATED TO YOUR ACCOUNT.

If you wish to tender ALL of the Shares allocated to your Plan account, please check the appropriate box below, and sign and return this Instruction Form in the envelope provided, or at the addresses shown on the reverse by the deadline described in the Notice to Participants and Beneficiaries:

☐ YES, **TENDER** all of the Shares allocated to my Plan account as of October 14, 2015.

If you do not wish to tender ALL of the Shares, you do not need to return this form.

Name(s) and Address(es) of Registered Holder(s)
(Please fill in, if blank, exactly as name(s) appear(s)
on account

«First1» «Last1»
«Addr2»
«Addr1»
«City», «St» «Zip»
«Country»
«Holder Account Number»

As a participant (or beneficiary) in the Con-way [Plan[, I acknowledge that I have reviewed the Offer to Purchase for Cash all Outstanding Shares of Common Stock of Con-way Inc. for $47.60 net per Share.

I hereby direct T. Rowe Price Trust Company, as the directed Trustee of the Plan (the "Trustee"), through Computershare Trust Company, N.A. (the "Independent Plan Tabulator"), to tender **all** of the Shares allocated to my account under the Plan as indicated above.

I understand that if I sign, date and return this Instruction Form but do not provide the Trustee (through the Independent Plan Tabulator, Computershare Trust Company, N.A.) with direction, the Trustee will treat this action as an instruction by me **not** to tender the Shares allocated to my Plan account.

Signature

Date

Daytime Telephone #

Your instructions may be changed or revoked at any time up until the deadline by delivering a new Instruction Form to the Independent Plan Tabulator.

You may return your Instruction Form in the enclosed envelope:

By First Class Mail:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
P.O. Box 43011
Providence, RI 02940-3011

By Facsimile:

(617) 360-6810

By Registered or Certified or Overnight Delivery:

Computershare Trust Company, N.A.
Attn: Corporate Actions Voluntary Offer
250 Royall Street
Suite V
Canton, MA 02021

FORM OF
SUPPLEMENTAL NOTICE TO PARTICIPANTS AND BENEFICIARIES IN THE
CON-WAY [PLAN]
Date: September 28, 2015

The Tender Offer: Additional Documents

In the Notice to Participants and Beneficiaries in the Con-way [Plan] (the "***Plan***"), dated September 22, 2015, that was previously sent to you (the "**Previous Notice**"), you were informed that Canada Merger Corp., a Delaware corporation ***(***"***Purchaser***") and a wholly owned subsidiary of XPO Logistics, Inc., a Delaware corporation ("***Parent***"), has offered to purchase each of the issued and outstanding shares of common stock, $0.625 par value per share (the "***Shares***"), of Con-way Inc., a Delaware corporation ("***Con-way***"), for $47.60 net in cash, less any applicable withholding for taxes and without interest (the "***TO Consideration***"), upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated September 15, 2015 (the "***Offer to Purchase***", which together with the related Letter of Transmittal and other related materials, as they may be amended or supplemented from time to time, constitute the "***Offer***").

The Previous Notice described how to tender Shares allocated to your Plan account in the Offer, including the Plan deadline for tendering such Shares. Please refer to the Previous Notice for information regarding how to tender the Shares allocated to your Plan account in the Offer.

As indicated in the Previous Notice, enclosed are copies of the Offer to Purchase and Con-way's Solicitation/Recommendation Statement on Schedule 14D-9, which sets forth, among other things, the recommendation by Con-way's board of directors that Con-way shareholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer. You are encouraged to review these materials, as well as the Previous Notice and the materials included with the Previous Notice, when considering whether to tender the Shares allocated to your Plan account.

IMPORTANT NOTE ABOUT COMPANY STOCK FUND BLACKOUT PERIODS

Whether or not you tender the Shares allocated to your Plan account in the Offer, any Company Stock Fund balances in your Plan account will be subject to a period of time during which you will be unable to make investments or other transfers in or out of, or to request loans or distributions related to interests in, the Company Stock Fund (a "***Blackout Period***"). The Blackout Period applies only to the Company Stock Fund portion of your Plan account; the portion of your Plan account that is not allocated in the Company Stock Fund will not be affected by the Blackout Period.

Whether or not you are planning retirement in the near future, we encourage you to consider carefully how the Blackout Period may affect your retirement planning, as well as your overall financial plan. It is very important that you review and consider the appropriateness of your current investments in light of your inability to instruct or diversify those investments during the Blackout Period. For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. You should be aware that there is a risk to holding substantial portions of your assets in the securities of any one company, as individual securities tend to have wider price swings, up and down, in short periods of time, than investments in diversified funds. Stocks that have wide price swings might have a large loss during the Blackout Period, and you would not be able to instruct the sale of such stocks from your account during the Blackout Period.

Federal law generally requires that you be furnished notice of a blackout period at least 30 days in advance of the last date on which you could exercise your affected rights immediately before the commencement of any blackout period in order to provide you with sufficient time to consider the effect of the blackout period on your retirement and financial plans. However, given that the expiration date of the Offer was not established until September 15, 2015, less than 30 days in advance of the October 14, 2015 Offer expiration date, this notice could not be provided 30 days in advance.

One of two different Blackout Periods will apply to the Company Stock Fund portion of your Plan account, depending on whether you elect to tender your Shares: the Tender Blackout Period or the Merger Blackout Period. Each of these two Blackout Periods is discussed below.

Updated Tender Blackout Period Information

As discussed in the Previous Notice, during the Tender Blackout Period shown below, Participants and beneficiaries who elect to tender their Shares in the Offer will be unable to make investments or other transfers in or out of, or to request loans or distributions relating to interests in, the Company Stock Fund. The Tender Blackout Period is necessary to allow T. Rowe Price Trust Company, the directed trustee of the Plan (the "***Directed Trustee***"), time to respond to the Offer on behalf of participants and beneficiaries who elect to tender their Shares in the Offer and to allow for the delivery of the TO Consideration.

The Tender Blackout Period with respect to the Company Stock Fund is expected to begin and end as follows:

Inability to:	**Targeted Start Date:**	**Targeted End Date:**
Direct investments	October 9, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015
Request loans	October 9, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015
Request distributions	October 9, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015

NOTE: These Tender Blackout Period restrictions will apply only to the Company Stock Fund portion of your Plan account. The remaining portion of your Plan account will not be impacted during the Tender Blackout Period.

The Tender Blackout Period may be terminated in the event the expiration date of the Offer is extended for more than two (2) business days. In such case, a new Tender Blackout Period will be imposed from the new Plan Deadline to the date that the Plan receives and allocates the TO Consideration to Plan accounts.

You will receive an updated Tender Blackout Period notice if either the beginning or the end of the Blackout Period is extended.

You can determine whether the expiration date of the Offer has been extended and whether the Tender Blackout Period has started or ended by contacting T. Rowe Price at (800) 922-9945 during business days between 7:00 a.m. and 10:00 p.m., Eastern Time.

Merger Blackout Period for Participants/Beneficiaries Who Elect NOT to Tender their Shares

As discussed in the Offer, following the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Con-way (the ***"Merger"***). In the Merger, each Share outstanding immediately prior to the effective time of the Merger (other than Shares owned by (i) Con-way, Parent or Purchaser, which Shares will be canceled and will cease to exist, (ii) any subsidiary of Con-way or Parent (other than Purchaser), which Shares will be converted into shares of common stock of the surviving corporation, or (iii) stockholders who validly exercise appraisal rights under Delaware law with respect to such Shares) will be automatically canceled and converted into the right to receive $47.60 per Share or any greater per Share price paid in the Offer, without interest thereon and less any applicable withholding taxes (the "***Per Share Merger Consideration"***). As a result of the Merger, Con-way will cease to be a publicly traded company and will become wholly owned by Parent.

Participants and beneficiaries who do NOT elect to tender their Shares in the Offer will continue to be able to make investments or other transfers in or out of, or to request loans or distributions relating to interests in, the Company Stock Fund up until the commencement of the Merger Blackout Period shown below. The Merger Blackout Period is necessary to allow for the conversion of the non-tendered Con-way Common Stock held by the Plan into the right to acquire the Per Share Merger Consideration upon consummation of the Merger.

The Merger Blackout Period with respect to the Company Stock Fund is expected to begin and end as follows:

Inability to:	**Targeted Start Date:**	**Targeted End Date:**
Direct investments	October 14, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015
Request loans	October 14, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015
Request distributions	October 14, 2015 (4:00 pm. Eastern Time)	Week of October 19, 2015

NOTE: The foregoing Merger Blackout Period restrictions will apply only to the Company Stock Fund portion of your Plan account. The remaining portion of your Plan account will not be impacted during the Merger Blackout Period.

The Merger Blackout Period may be terminated in the event the expiration date of the Offer is extended for more than two (2) business days. In such case, a new Merger Blackout Period may be imposed.

You will receive an updated Merger Blackout Period notice if either the beginning or the end of the Merger Blackout Period is extended.

You can determine whether the Merger Blackout Period has started or ended by contacting T. Rowe Price at (800) 922-9945 during business days between 7:00 a.m. and 10:00 p.m., Eastern Time.

Subsequent Investment of Proceeds from Tender or Merger

Assuming the conditions of the Offer are satisfied and the Merger occurs, any TO Consideration or Per Share Merger Consideration received by the Plan in exchange for Shares in your Plan account will be allocated to your Plan account; at the direction of the Con-way Inc. Administrative Committee, all TO Consideration or Per Share Merger Consideration allocated to your Plan account will be invested by the Directed Trustee in one of the Plan's existing target date funds according to your year of birth, as follows:

Date of Birth Range:	**Target Date Fund:**
1988 or after	Retirement 2055 Fund
1983 – 1987	Retirement 2050 Fund
1978 – 1982	Retirement 2045 Fund
1973 – 1977	Retirement 2040 Fund
1968 – 1972	Retirement 2035 Fund
1963 – 1967	Retirement 2030 Fund
1958 – 1962	Retirement 2025 Fund
1953 – 1957	Retirement 2020 Fund
1948 – 1952	Retirement 2015 Fund
1943 – 1947	Retirement 2010 Fund
1942 or before	Retirement 2005 Fund

Enclosed For Your Review

Enclosed for your review are the following materials relating to the Offer:

1. Purchaser's Offer to Purchase;

2. Tender Offer Statement on Schedule TO; and

3. Con-way's Solicitation/Recommendation Statement on Schedule 14D-9.

In considering whether to tender your Shares, you should also review the Previous Notice as well as the Trustee Instruction Form included with the Previous Notice.

Your Decision is Confidential

All instructions received by Computershare Trust Company, N.A. (the "***Independent Plan Tabulator***") from individual participants and beneficiaries will be held in confidence and will not be divulged to any person, including Con-way, the Con-way Inc. Administrative Committee, the Purchaser or Parent, or any of their respective directors, officers, employees or affiliates, except the Independent Plan Tabulator will instruct the Directed Trustee regarding the tender instructions received from individual participants and beneficiaries.

For Additional Information

Important information relating to how to tender your shares is set forth in the Previous Notice, which you should review in conjunction with this Notice. Other important information relating to the Offer is set forth in Purchaser's Offer to Purchase and Con-way's Solicitation/Recommendation Statement on Schedule 14D-9. You are encouraged to review these documents when considering whether to tender the Shares allocated to your Plan account. In addition, these and all other tender offer materials that are filed with the U.S. Securities and Exchange Commission will available online at *www.sec.gov*.

Exhibit (B)(1)

STRICTLY CONFIDENTIAL
EXECUTION VERSION

MORGAN STANLEY SENIOR FUNDING, INC.
1585 Broadway
New York, New York 10036
BARCLAYS
745 Seventh Avenue
New York, New York 10019

J.P. MORGAN SECURITIES LLC
JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179
DEUTSCHE BANK SECURITIES INC.
DEUTSCHE BANK AG
CAYMAN ISLANDS BRANCH
DEUTSCHE BANK AG
NEW YORK BRANCH
60 Wall Street
New York, New York 10005

HSBC SECURITIES (USA) INC.
HSBC BANK USA, N.A.
452 Fifth Avenue
New York, New York 10018

CREDIT AGRICOLE
CORPORATE AND INVESTMENT BANK
1301 Avenue of the Americas
New York, New York 10019

CONFIDENTIAL

September 25, 2015

XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, Connecticut 06731

Attention: John Hardig, Chief Financial Officer

PROJECT CANADA
$2.025 billion Senior Secured Bridge Facility
$415 million Backstop ABL Revolving Credit Facility
Amended and Restated Commitment Letter

Ladies and Gentlemen:

You have advised Morgan Stanley Senior Funding, Inc. ("***MSSF***"), J.P. Morgan Securities LLC ("***JPMS***"), JPMorgan Chase Bank, N.A. ("***JPMCB***" and, together with JPMS, "***JPM***"), Barclays Bank PLC ("***Barclays***"), Deutsche Bank Securities Inc. ("***DBSI***"), Deutsche Bank AG Cayman Islands Branch ("***DBCI***"), Deutsche Bank AG New York Branch ("***DBNY***" and, together with DBSI and DBCI, "***Deutsche Bank***"), HSBC Securities (USA) Inc. ("***HSBC Securities***"), HSBC Bank USA, N.A. ("***HSBC Bank***" and, together with HSBC Securities, "***HSBC***") and Credit Agricole Corporate and Investment Bank ("***CACIB***" and collectively with MSSF, JPM, Barclays, Deutsche Bank and HSBC, "***we***" or "***us***" or the "***Commitment Parties***" and, each individually a "***Commitment Party***") that you intend to acquire, directly or indirectly through one or more of your subsidiaries, all of the outstanding shares of common stock of Con-way, Inc., a Delaware corporation (the "***Company***"), and to consummate the other Transactions (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Summary of Principal Terms and Conditions attached hereto as Exhibit A (the "***Term Sheet***")). This Amended and Restated Commitment Letter (including the Term Sheet and other attachments hereto, this "***Commitment Letter***") supersedes and replaces that certain Commitment Letter, dated September 9, 2015, by and between you and MSSF in its entirety.

You have further advised us that, in connection therewith, you will (a) (i) seek to issue senior notes (the "***Notes***") and/or issue equity or equity linked securities (the "***Equity Interests***") and/or incur term loans (the "***Term Loans***" and, together with the Equity Interests and the Notes, the "***Permanent Financing***") generating aggregate proceeds of $2,025,000,000 and/or (ii) if any or all of the Permanent Financing is not issued, or the proceeds thereof not made available to you, borrow up to $2,025,000,000 in aggregate principal amount of senior secured loans under the senior secured credit facility (the "***Bridge Facility***") described in the Term Sheet and (b)(i) seek the amendment described on Exhibit C (the "***Amendment***") to the Amended and Restated Revolving Loan Credit Agreement dated as of April 1, 2014 (as amended prior to the date hereof, the "***Revolving Credit Facility***") by and between you, certain of your subsidiaries party thereto, MSSF, as administrative agent, and the other agents and parties thereto or (ii) if the Amendment does not become effective on or prior to the Closing Date, obtain $415 million in aggregate principal amount of revolving commitments under a new senior secured asset based revolving credit facility (the "***Backstop Revolving Credit Facility***" and, together with the Bridge Facility, the "***Facilities***") on terms substantially the same as those of the Revolving Credit Facility as if the Amendment had become effective (subject to the roles described in respect thereof in Section 2 hereof). The "***Closing Date***" shall be the date on which the Offer is consummated.

1. Commitments.

In connection with the foregoing, (i) each of MSSF, JPMCB, Barclays, DBCI, HSBC Bank and CACIB is pleased to advise you of its several (and not joint) commitment to provide 36.4%, 22.6%, 14%, 14%, 7.2% and 5.8%, respectively, of the aggregate principal amount of the Bridge Facility and (ii) each of MSSF, JPMCB, Barclays, DBNY, HSBC Bank and CACIB is pleased to advise you of its several (and not joint) commitment to provide 36.4%, 22.6%, 14%, 14%, 7.2% and 5.8%, respectively, of the aggregate principal amount of the Backstop Revolving Credit Facility, in each case upon the terms set forth or referred to in this Commitment Letter and subject only to the conditions described in paragraph 6 of this Commitment Letter. In addition, in connection with the Transactions, each Commitment Party hereto hereby agrees (i) to provide its consent to the Amendment, pursuant to documentation consistent with Exhibit C and otherwise reasonably satisfactory to the parties thereto and customary for amendments of this nature (and you shall in no way be required to make any payment or make any concession or pay any other consideration to the Commitment Parties in order to obtain the Amendment except as may be expressly set forth herein or in the Fee Letters), and (ii) prior to the earlier of the termination of the commitments hereunder and the effectiveness of the Amendment, not to assign any of its loans or commitments under the Revolving Credit Facility without the prior written consent, in its sole discretion, of you. The commitments and other obligations of the Commitment Parties set forth in this Commitment Letter are several and not joint.

2. Titles and Roles.

You hereby appoint (a) each of MSSF, JPMS, Barclays, DBSI, HSBC Securities and CACIB to act, and each of MSSF, JPMS, Barclays, DBSI, HSBC Securities and CACIB hereby agrees to act, as joint bookrunner and joint lead arranger for each of the Facilities and (b) MSSF to act, and MSSF hereby agrees to act, as sole administrative agent for each of the Facilities, in each case upon the terms and subject to the conditions set forth or referred to in this Commitment Letter. Each Commitment Party, in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. You agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letters referred to below) will be paid in connection with the Facilities unless you and we shall so agree. MSSF shall have "lead left" placement in any and all marketing materials in connection with the Facilities and shall have the role and responsibilities conventionally associated with such "lead left" placement, including maintaining sole physical books.

3. Syndication.

The Commitment Parties reserve the right, prior to and/or after the execution of definitive documentation for the Bridge Facility, to syndicate all or a portion of their commitments with respect to the Facilities to a group of banks, financial institutions and other institutional lenders (together with MSSF, JPMCB, Barclays, DBCI (with respect to the Bridge Facility), DBNY (with respect to the Backstop Revolving Credit Facility), HSBC Bank and CACIB, the "***Lenders***") identified by us in consultation with you and subject to your consent (not to be unreasonably withheld or delayed) (excluding institutions identified by you in writing to us prior to September 9, 2015 (the "***Disqualified Institutions***")). We intend to commence syndication efforts promptly upon the execution of this Commitment Letter, and you agree to actively assist us until the earlier of the date on which a Successful Syndication (as defined in the Facility Fee Letter) occurs and the date that is 60 days following the Closing Date (such earlier date, the "***Syndication Date***") in our efforts to complete a Successful Syndication. Such assistance shall include (a) from September 9, 2015 to the Syndication Date, your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your and your affiliates' existing lending and investment banking relationships and (subject always to the extent consistent with the Acquisition Agreement) the existing lending and investment banking relationships of the Company, (b) from September 9, 2015 to the Syndication Date, direct contact between senior management, representatives and advisors of you (and, subject always to the extent consistent with the Acquisition Agreement, your using commercially reasonable efforts to cause direct contact between senior management, representatives and advisors of the Company) and the proposed Lenders, (c) assistance by you (and, subject always to the extent consistent with the Acquisition Agreement, your using commercially reasonable efforts to cause the Company to assist) in the preparation of a Confidential Information Memorandum for the Bridge Facility and other marketing materials and presentations to be used in connection with the syndication (the "***Information Materials***"), (d) your providing or causing to be provided projections of you and your subsidiaries for the years 2015 through 2021 and for the six quarters beginning with the third quarter of 2015, in each case in form reasonably satisfactory to the Commitment Parties, (e) to the extent that any loans or commitments remain outstanding under the Bridge Facility as of the date that is 30 days after the Closing Date, upon the request of the Commitment Parties, your using your commercially reasonable efforts to procure a public corporate credit rating from Standard & Poor's Ratings Service ("***S&P***") and a public corporate family rating from Moody's Investors Service, Inc. ("***Moody's***"), in each case with respect to you, and public ratings for each of the Bridge Facility from each of S&P and Moody's, (f) the hosting, with the Commitment Parties, of one or more meetings of prospective Lenders, and (g) from September 9, 2015 to the Syndication Date, your ensuring (or, in the case of the Company and its subsidiaries, subject always to the extent consistent with the Acquisition Agreement, your using commercially reasonable efforts to ensure), prior to and during the syndication of the Bridge Facility, that there are not any issues of debt securities or commercial bank or other credit facilities of you, the Company or your or its respective subsidiaries being announced, offered, placed or arranged (other than (i) the Notes, (ii) capital leases, (iii) working capital or liquidity facilities, (iv) letters of credit or letter of credit facilities, (v) the Amendment to the Revolving Credit Facility, (vi) the Backstop Revolving Credit Facility, (vii) indebtedness permitted to be incurred pursuant to the terms of the Acquisition Agreement, (viii) the Term Loans and (ix) other indebtedness to be agreed) if such announcement, offering, placement or arrangement would, in the reasonable judgment of the Commitment Parties, be expected to materially impair the primary syndication of the Bridge Facility (it being understood in each case that none of ordinary course capital lease, purchase money or equipment financings would reasonably be expected to materially impair the primary syndication of the Bridge Facility).

You agree, at the request of the Commitment Parties, to assist in the preparation of a version of the Information Materials to be used in connection with the syndication of the Facilities, consisting exclusively

of information and documentation that is either (a) publicly available or (b) not material with respect to you, the Company or your or its respective subsidiaries or any of your or their respective securities for purposes of foreign, United States Federal and state securities laws (all such Information Materials being "***Public Lender Information***"). Any information and documentation that is not Public Lender Information is referred to herein as "***Private Lender Information***". Before distribution of any Information Materials, you agree to execute and deliver or cause to be executed and delivered to the Commitment Parties, (i) a letter in which you authorize distribution of the Information Materials to Lenders' employees willing to receive Private Lender Information and (ii) a separate letter in which you or the Company authorize distribution of Information Materials containing solely Public Lender Information and represent that such Information Materials do not contain any Private Lender Information, which letter shall in each case include a customary "10b-5" representation. You further agree that each document to be disseminated by the Commitment Parties to any Lender in connection with the Facilities and will, at the request of MSSF, be identified by you as either (A) containing Private Lender Information or (B) containing solely Public Lender Information. You acknowledge that the following documents contain solely Public Lender Information (unless you notify us promptly prior to their intended distribution that any such document contains Private Lender Information): (1) drafts and final definitive documentation with respect to the Facilities, including term sheets; (2) administrative materials prepared by the Commitment Parties for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda); and (3) notification of changes in the terms of the Facilities.

The Commitment Parties will manage all aspects of any syndication of the Facilities in consultation with you, including decisions as to the selection of institutions (other than Disqualified Institutions) to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders, any naming rights and the amount and distribution of fees among the Lenders. To assist the Commitment Parties in their syndication efforts, you agree promptly to prepare and provide (and to use commercially reasonable efforts to cause the Company promptly to provide) to the Commitment Parties all information with respect to you, the Company and your and its respective subsidiaries, the Transactions and the other transactions contemplated hereby, including all financial information and projections (the "***Projections***"), as the Commitment Parties may reasonably request and as is customarily required in connection with the syndication of facilities similar to the Bridge Facility (it being understood that in no event shall you be required to deliver Projections other than the projections described in clause (d) of the second sentence of the first paragraph of this Section 3).

In addition, you hereby agree to use commercially reasonable efforts to obtain, as soon as reasonably practicable given the circumstances following September 9, 2015, consents to the Amendment from the requisite Lenders under the Revolving Credit Agreement (it being understood that you shall not be required to make any payment or pay any consideration to us or any lender under the Revolving Credit Agreement in order to obtain the Amendment, except, in our case, as may be expressly set forth herein or in the Fee Letters). The syndication of the Backstop Revolving Credit Facility in accordance with the terms of this Commitment Letter shall reduce the commitments thereto of each applicable Commitment Party hereunder on a pro rata basis.

4. Information.

You hereby represent and covenant (with respect to information relating to the Company and its subsidiaries, to the best of your knowledge) that (a) all written information or information that you formally present with respect to you, the Company and your and its subsidiaries, other than the Projections, forward looking information and information of a general economic or industry nature (the "***Information***") that has been or will be made available to the Commitment Parties by or on behalf of you or any of your representatives is or will be, when furnished, complete and correct in all material respects and does not or

will not, taken as a whole, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements are made and (b) the Projections and other forward looking information that have been or will be made available to the Commitment Parties by or on behalf of you or any of your representatives have been or will be prepared in good faith based upon accounting principles consistent with the historical audited financial statements of you and the Company (except as otherwise disclosed in writing in such Projections) and upon assumptions that are reasonable at the time made and at the time the related Projections are made available to the Commitment Parties, it being recognized by the Commitment Parties that such Projections are not to be viewed as facts or as a guarantee of performance or achievement of any particular results, that the Projections are subject to significant uncertainties and contingencies many of which are beyond your control, that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized. You agree that if at any time prior to the later of (i) the Closing Date and (ii) the completion of a Successful Syndication of the Facilities, any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances (with respect to information relating to the Company and its subsidiaries, to the best of your knowledge). In arranging and syndicating the Facilities, we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof.

5. Fees.

As consideration for MSSF's, JPMCB's, Barclays', DBCI's, DBNY's, HSBC Bank's and CACIB's commitment hereunder, and the Commitment Parties' agreements to perform the services described herein, you agree to pay to the Commitment Parties the fees set forth in this Commitment Letter, the Amended and Restated Facilities Fee Letter dated the date hereof and delivered herewith with respect to the Facilities (the "***Facility Fee Letter***") and the Agent Fee Letter dated September 9, 2015 with respect to the Facilities (the "***Agent Fee Letter***" and, together with the Facility Fee Letter, the "***Fee Letters***").

6. Conditions Precedent.

MSSF's, JPMCB's, Barclays', DBCI's, DBNY's, HSBC Bank's and CACIB's commitment hereunder, and our agreements to perform the services described herein, are subject only to (a) (x) with respect to the Backstop Revolving Credit Agreement and the Amendment, the execution and delivery of definitive documentation with respect thereto on the terms set forth in this Commitment Letter and the Fee Letters and (y) with respect to the Bridge Facility, the execution and delivery of definitive documentation with respect to the Bridge Facility on the terms set forth in this Commitment Letter and the Fee Letters, (b) since September 9, 2015 until the Acceptance Time (as defined in the Acquisition Agreement on September 9, 2015), there has not occurred any Effect (as defined in the Acquisition Agreement on September 9, 2015) that has had or would be reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect (as defined below) and (c) the other conditions set forth in Exhibit A and Exhibit B hereto, as applicable. Notwithstanding anything in this Commitment Letter (including each of the exhibits hereto), the Fee Letters or the definitive documentation or any other agreement or undertaking related to the Bridge Facility to the contrary, (i) the only representations the accuracy of which shall be a condition to funding of the Bridge Facility shall be (x) such of the representations made by or on behalf of the Company and its subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that you have (or an affiliate of yours has) the right to terminate (or not perform) your (or its) obligations under the Acquisition Agreement as a result of a breach of such representations in the Acquisition Agreement (the "***Acquisition Agreement Representations***") and (y) the Specified Representations (as defined below) and (ii) the terms of the definitive documentation for the Bridge Facility

shall be in a form such that they do not impair the availability of the Bridge Facility if the applicable conditions set forth in clauses (a) – (c) of this Section 6 are satisfied (it being understood that, to the extent any Collateral (other than assets of the Borrower and Guarantors with respect to which a lien may be perfected solely by the filing of a financing statement under the Uniform Commercial Code and the delivery of stock certificates of each Guarantor and each material wholly owned domestic restricted subsidiary (other than any Guarantor or subsidiary which is a subsidiary of the Company), to the extent not delivered to and held by the Agent under the Revolving Credit Facility or the Backstop Revolving Credit Facility), is not or cannot be provided or perfected on the Closing Date after your use of commercially reasonable efforts to do so or without undue burden or expense, the provision and/or perfection of such Collateral shall not constitute a condition precedent to the availability of the Bridge Facility on the Closing Date, but shall be required to be provided and/or perfected within 90 days after the Closing Date (subject to extensions as agreed by the Agent in its reasonable discretion)). For purposes hereof, "***Specified Representations***" means the representations and warranties of the Borrower and the Guarantors set forth in the Term Sheet relating to corporate existence, power and authority, due authorization, execution and delivery, in each case as they relate to the entering into and performance of the definitive documentation for the Bridge Facility, the enforceability of such documentation, Federal Reserve margin regulations, the PATRIOT Act, OFAC, the Foreign Corrupt Practices Act, the Investment Company Act, no conflicts between the definitive documentation for the Bridge Facility, on one hand, and the organization documents of the Loan Parties and instruments governing the terms of debt for borrowed money of the Borrower in an aggregate principal or committed amount in excess of $100,000,000, on the other hand, solvency of the Borrower and the Borrower's subsidiaries on a consolidated basis (which representation shall be consistent with that contained in the solvency certificate attached hereto as Exhibit C) and, subject to the prior sentence, creation and perfection of liens. This paragraph, and the provisions herein, shall be referred to as the "***Limited Conditionality Provisions***."

"***Company Material Adverse Effect***" means any event, change, effect, development, circumstance, state of facts, condition or occurrence (each, an "***Effect***") that, when considered individually or in the aggregate with all other Effects, is or would reasonably be expected to have a material adverse effect on (x) the ability of the Company to timely perform its obligations under, and consummate the transactions contemplated by, the Acquisition Agreement (for purposes of this definition, together with the Offer and the Merger (for purposes of this definition, as each such term is defined in the Acquisition Agreement as in effect on September 9, 2015), the "***Transactions***" provided that, the Transactions, for purposes of the Company's representations and warranties contained in the Acquisition Agreement, shall not include the Financing (for purposes of this definition, as defined in the Acquisition Agreement as in effect on September 9, 2015)) or (y) the business, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries (for purposes of this definition, as defined in the Acquisition Agreement as in effect on September 9, 2015), taken as a whole; provided that no change or development resulting from or arising out of any of the following, alone or in combination, shall be deemed to constitute or be taken into account in determining whether there has been a Company Material Adverse Effect under clause (y):

(A) changes or developments in economic conditions generally in the United States or other countries in which the Company or any of its Subsidiaries conduct operations, including (1) any changes or developments in or affecting the securities, credit or financial markets, (2) any changes or developments in or affecting interest or exchange rates or (3) the effect of any potential or actual government shutdown, except to the extent such changes or developments have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate;

(B) changes or developments in or affecting the industry or industries in which the Company or any of its Subsidiaries operate (including such changes or developments resulting from general economic conditions), except to the extent that such changes or developments have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate;

(C) the announcement of the Acquisition Agreement and the Transactions, including changes, developments, effects or events as a result of the identification of Parent (for purposes of this definition, as defined in the Acquisition Agreement as in effect on September 9, 2015) or any of its Affiliates (for purposes of this definition, as defined in the Acquisition Agreement as in effect on September 9, 2015) as the acquirer of the Company;

(D) changes or developments arising out of acts of terrorism or sabotage, civil disturbances or unrest, war (whether or not declared), the commencement, continuation or escalation of a war or military action, acts of hostility, weather conditions or other acts of God (including storms, earthquakes, floods or other natural disasters), including any material worsening of such conditions threatened or existing on the date of the Acquisition Agreement, except to the extent that they have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate;

(E) changes or developments after September 9, 2015 in applicable Laws ((for purposes of this definition, as defined in the Acquisition Agreement as in effect on September 9, 2015) or the definitive interpretations thereof, except to the extent that such changes or developments have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate;

(F) changes or developments after September 9, 2015 in generally accepted accounting principles in the United States or any foreign equivalents thereof or the interpretations thereof, except to the extent that such changes or developments have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industry or industries in which the Company and its Subsidiaries operate;

(G) any failure by the Company to meet any internal or public projections, forecasts or estimates of revenues or earnings for any period; *provided* that the exception in this clause shall not prevent or otherwise affect a determination that any change or development underlying such failure has resulted in, or contributed to, a Company Material Adverse Effect; and

(H) a decline in the price or trading volume of the Company's common stock or any change in the ratings or ratings outlook for the Company or any of its Subsidiaries; provided that the exception in this clause shall not prevent or otherwise affect a determination that any change or development underlying such decline or change has resulted in, or contributed to, a Company Material Adverse Effect.

7. Indemnification; Expenses.

You agree (a) to indemnify and hold harmless each Commitment Party, its affiliates and their respective officers, directors, employees, agents, advisors, representatives, controlling persons, members and successors and assigns (each, an "***Indemnified Person***") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letters, the Transactions, the Facilities or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto (and regardless of whether such matter is initiated by a third party or by you, the Company or any of your or their respective affiliates or equity holders), and to reimburse each such Indemnified Person upon demand for any

reasonable legal or other expenses incurred in connection with investigating or defending any of the foregoing or entering into or enforcing the Commitment Letter or the Fee Letters; *provided* that (i) the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent (A) they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (X) the willful misconduct or gross negligence of such Indemnified Person or such Indemnified Person's officers, directors, employees, agents, advisors, representatives, controlling persons or successors or assignees (any such person, a "***Related Person***") or (Y) a material breach by such Indemnified Person of its express obligations under this Commitment Letter or (B) arising from or in connection with disputes solely among or between Indemnified Persons (other than actions against a Commitment Party in its capacity as agent or arranger or similar capacity in connection with the Facilities) not relating to any acts or omissions by you or any of your affiliates or your or its Related Persons or (C) any settlement entered into by such Indemnified Person (or any of such Indemnified Person's Related Persons) without your written consent (such consent not to be unreasonably withheld, delayed or conditioned); *provided*, *however*, that the foregoing indemnity will apply to any such settlement in the event that you were offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense or if there is a final judgment against an Indemnified Person in such action and (ii) your obligation to reimburse the Indemnified Persons for legal expenses shall be limited to the fees, charges and disbursements of one counsel to all Indemnified Persons (and, if reasonably necessary, of one regulatory counsel and one local counsel in any relevant jurisdiction) and, solely in the case of an actual or potential conflict of interest of which you are notified in writing, of one additional counsel (and if reasonably necessary, of one regulatory counsel and one local counsel in any relevant jurisdiction) to the affected Indemnified Persons and (b) to reimburse each Commitment Party for all reasonable and documented out-of-pocket expenses (including, but not limited to, expenses of each Commitment Party's due diligence investigation, consultants' fees, syndication expenses, travel expenses and fees, and disbursements and other charges of outside counsel (limited to one counsel and, if reasonably necessary, one regulatory counsel and one local counsel in any relevant jurisdiction)), incurred in connection with the Facilities and the preparation and negotiation of this Commitment Letter, the Fee Letters, the definitive documentation for the Facilities and any ancillary documents in connection therewith. You agree that, notwithstanding any other provision of this Commitment Letter, no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your subsidiaries or affiliates or to your or their respective equity holders or creditors or any other person arising out of, related to or in connection with any aspect of the Transactions, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. You will not be responsible to us or any other Indemnified Person or any other person or entity for any special, indirect, consequential or punitive, damages which may be alleged as a result of this Commitment Letter, the Fee Letters or the Transactions; *provided*, that your indemnity and reimbursement obligations under this Section 7 shall not be limited by this sentence.

8. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge that each Commitment Party may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein or otherwise. Consistent with each Commitment Party's policy to hold in confidence the affairs of its customers, each Commitment Party will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or its other relationships with you to other companies. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether any Commitment Party has advised or is advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Commitment Parties, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that the Commitment Parties, together with their respective affiliates, are engaged in a broad range of transactions that may involve interests that differ from your interests and that no Commitment Party has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship and (e) you waive, to the fullest extent permitted by law, any claims you may have against the Commitment Parties for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Commitment Parties shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your equity holders, employees or creditors. Additionally, you acknowledge and agree that the Commitment Parties are not advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (including, without limitation, with respect to any consents needed in connection with the transactions contemplated hereby). You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby (including, without limitation, with respect to any consents needed in connection therewith), and the Commitment Parties shall have no responsibility or liability to you with respect thereto. Any review by a Commitment Party of you, the Company, the Transactions, the other transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Commitment Party and shall not be on behalf of you or any of your affiliates.

You further acknowledge that each Commitment Party, together with its affiliates, is a full-service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each Commitment Party or its affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you, the Company and other companies with which you or the Company may have commercial or other relationships. With respect to any securities and/or financial instruments so held by such Commitment Party, any of its affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

9. Assignments; Amendments; Governing Law, Etc.

This Commitment Letter shall not be assignable by you without the prior written consent of the Commitment Parties (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto (and Indemnified Persons), and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons). Each Commitment Party may assign its commitment hereunder with your prior consent (not to be unreasonably withheld or delayed) to one or more prospective Lenders; *provided* that a Commitment Party shall not be released from the portion of its commitment hereunder so assigned prior to the funding of the Bridge Facility (except as contemplated by Section 2 above). Any and all obligations of, and services to be provided by, the Commitment Parties hereunder (including, without limitation, a Commitment Party's commitment) may be performed and any and all rights of the Commitment Parties hereunder may be exercised by or through any of their respective affiliates or branches and, in connection with such performance or exercise, the Commitment Parties may exchange with such affiliates or branches

information concerning you and your affiliates that may be the subject of the transactions contemplated hereby and, to the extent so employed, such affiliates and branches shall be entitled to the benefits afforded to the Commitment Parties hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. You acknowledge that information and documents relating to the Facilities may be transmitted through SyndTrak, Intralinks, the Internet, e-mail or similar electronic transmission systems, and that no Commitment Party shall be liable for any damages arising from the unauthorized use by others of information or documents transmitted in such manner except to the extent that such damages are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Commitment Party or any of its Related Persons (it being understood that actions consistent with industry practice in the leveraged lending market shall not constitute gross negligence or willful misconduct of a Commitment Party or any of its Related Persons). Notwithstanding anything in Section 12 to the contrary, each Commitment Party may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or World Wide Web as it may choose, and circulate similar promotional materials, after the closing of the Transactions in the form of a "tombstone" or otherwise describing the names of you and your affiliates (or any of them), and the amount, type and closing date of such Transactions, all at such Commitment Party's expense. This Commitment Letter and the Fee Letters supersede all prior understandings, whether written or oral, between us with respect to the Facilities. **THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN IN DETERMINING (A) WHETHER THE ACQUISITION SHALL HAVE BEEN CONSUMMATED ON THE TERMS DESCRIBED IN THE ACQUISITION AGREEMENT (B) THE INTERPRETATION OF COMPANY MATERIAL ADVERSE EFFECT AND WHETHER AN COMPANY MATERIAL ADVERSE EFFECT HAS OCCURRED AND (C) THE ACCURACY OF ANY ACQUISITION AGREEMENT REPRESENTATION AND WHETHER AS A RESULT OF A BREACH THEREOF YOU (OR ANY OF YOUR SUBSIDIARIES) HAVE THE RIGHT TO TERMINATE YOUR (OR ITS) OBLIGATIONS UNDER THE ACQUISITION AGREEMENT, OR TO DECLINE TO CONSUMMATE THE ACQUISITION PURSUANT TO THE ACQUISITION AGREEMENT.**

10. Jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby or thereby, and agrees that all claims in respect of any such suit, action or proceeding may be heard and determined only in such New York State court or, to the extent permitted by law, in such Federal court; *provided* that suit for the recognition or enforcement of any judgment obtained in any such New York State or Federal court may be brought in any other court of competent jurisdiction, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or

hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby or thereby in any such New York State court or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail addressed to you at the address above shall be effective service of process against you for any suit, action or proceeding brought in any such court.

11. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER, ANY FEE LETTERS OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

12. Confidentiality.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor the Fee Letters nor any of their terms or substance, nor the activities of the Commitment Parties pursuant hereto, shall be disclosed, directly or indirectly, to any other person except (a) to your and your affiliates' officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis or (b) as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof prior to such disclosure, to the extent reasonably practicable and permitted by law); *provided* that you may disclose (i) this Commitment Letter and the contents hereof and, solely in the case of clause (a) and only if redacted in a manner reasonably satisfactory to MSSF, the Facility Fee Letter to (a) the Company and its Representatives (as defined in the Acquisition Agreement), in each case on a confidential and need-to-know basis, (b) in any public or regulatory filing relating to the Transactions or any financing undertaken by you or your affiliates after September 9, 2015, to the extent customary or required, (c) in any syndication or other marketing materials in connection with the Facilities, (d) to any ratings agency on a confidential basis and (e) in connection with the exercise of remedies hereunder or in any suit, action or proceeding relating to this Commitment Letter, the Fee Letters or the transactions contemplated thereby or enforcement hereof and thereof, and (ii) the aggregate amounts contained in the Fee Letters as part of the projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for any securities to be issued by you or any of your affiliates or to the extent customary or required in any public or regulatory filing relating to the Transactions; *provided* that the foregoing restrictions shall cease to apply to the extent such information becomes publicly available other than by reason of disclosure in violation of this paragraph.

Each Commitment Party hereby agrees to treat as confidential all confidential information provided to it by or on behalf of you hereunder; provided that nothing herein shall prevent such Commitment Party from disclosing such information (a) to its and its affiliates' officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis, (b) as required by applicable law or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure, to the extent reasonably practicable and permitted by law), (c) to any ratings agency on a confidential basis, (d) as requested by any state, federal or foreign authority or examiner regulating banks and banking, (e) in connection with the exercise of remedies hereunder or in any suit, action or proceeding relating to this Commitment Letter, the Fee Letters or the transactions contemplated thereby or enforcement hereof and thereof, (f) to actual or potential assignees, participants or derivative investors in the Facilities who agree to be bound by the terms of this paragraph or substantially similar confidentiality provisions, (g)

to the extent permitted by Section 9 or (h) for purposes of establishing a "due diligence" defense; *provided* that the foregoing restrictions shall cease to apply to the extent such information becomes publicly available other than by reason of disclosure in violation of this paragraph. The provisions of this paragraph shall automatically terminate upon the execution and delivery of definitive documentation relating to each Facility or, in any event, two years following September 9, 2015.

You acknowledge that each of MSSF, Morgan Stanley Bank, N.A., an affiliate of MSSF, JPMCB and DBNY currently is acting as a lender, and MSSF is currently acting as administrative agent and collateral agent, under the Revolving Credit Facility, and your and your affiliates' rights and obligations under any other agreement with MSSF, Morgan Stanley Bank, N.A., JPMS, JPMCB, DBSI, DBCI or DBNY or any of their respective affiliates (including the Revolving Credit Facility) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this letter agreement, and none of such rights and obligations under such other agreements shall be affected by a Commitment Party's performance or lack of performance of services hereunder. You further acknowledge that one or more of MSSF's affiliates has been retained as buy-side M&A advisor (in such capacity, the "***M&A Advisor***") in connection with the Transactions. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from such engagement.

Notwithstanding anything herein to the contrary, any party to this Commitment Letter (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Commitment Letter and the Fee Letters and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure. For this purpose, the tax treatment of the transactions contemplated by this Commitment Letter and the Fee Letters is the purported or claimed U.S. Federal income tax treatment of such transactions and the tax structure of such transactions is any fact that may be relevant to understanding the purported or claimed U.S. Federal income tax treatment of such transactions. It is agreed and understood that, except to the extent relevant to the tax treatment or tax structure of such transactions, the identity of any existing or future party (or any affiliate of such party) to this Commitment Letter shall not be disclosed without the consent of such party (such consent not to be unreasonably withheld).

13. Surviving Provisions.

The compensation, reimbursement, indemnification, confidentiality, syndication, jurisdiction, governing law and waiver of jury trial provisions contained herein and in the Fee Letters and the provisions of Section 8 of this Commitment Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and (other than in the case of the syndication provisions) notwithstanding the termination of this Commitment Letter or a Commitment Party's commitment hereunder and our agreements to perform the services described herein; *provided* that your obligations under this Commitment Letter, other than those relating to confidentiality, compensation and to the syndication of the Facilities (which shall remain in full force and effect), shall, to the extent covered by the definitive documentation relating to the Facilities, automatically terminate and be superseded by the applicable provisions contained in such definitive documentation.

14. PATRIOT Act Notification.

Each Commitment Party hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***PATRIOT Act***"), the Commitment Parties and each Lender are required to obtain, verify and record information that identifies you and each guarantor, which information includes the name, address, tax identification number and other information

regarding you and each Guarantor that will allow the Commitment Parties or such Lender to identify you and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Commitment Party and each Lender. You hereby acknowledge and agree that the Commitment Parties shall be permitted to share any or all such information with the Lenders.

15. Acceptance and Termination.

If the foregoing correctly sets forth our agreement with you, please indicate your acceptance of the terms of this Commitment Letter and of the Facility Fee Letter by returning to us executed counterparts hereof and of the Fee Letters not later than 11:59 p.m., New York City time, on September 25, 2015. Each Commitment Party's offer hereunder, and its agreements to perform the services described herein, will expire automatically and without further action or notice and without further obligation to you at such time in the event that the Commitment Parties have not received such executed counterparts in accordance with the immediately preceding sentence. This Commitment Letter will become a binding commitment on the Commitment Parties only after it has been duly executed and delivered by you in accordance with the first sentence of this Section 15. In the event that (a) the Closing Date does not occur on or before the date that is six (6) months and one business day from September 9, 2015, or nine (9) months and one business day after September 9, 2015 in the event that the "Outside Date" (as defined in the Acquisition Agreement on September 9, 2015) has been extended in accordance with Section 6.2(a) of the Acquisition Agreement, (b) the Acquisition Agreement is terminated in accordance with its terms without the Acquisition having been consummated, or (c) you publicly announce your intention not to proceed with the Acquisition, then this Commitment Letter and MSSF's, JPMCB's, Barclays', DBCI's, DBNY's, CACIB's and HSBC Bank's commitment hereunder, and each Commitment Party's agreement to perform the services described herein, shall automatically terminate without further action or notice and without further obligation to you unless the Commitment Parties shall, in their discretion, agree in writing to an extension. In addition, the commitments hereunder with respect to the Backstop Revolving Credit Facility shall terminate upon the effectiveness of the Amendment.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Acquisition.

Very truly yours,

MORGAN STANLEY SENIOR FUNDING, INC.

By /s/ Henrik Z. Sandstrom
Name: Henrik Z. Sandstrom
Title: Authorized Signatory

J.P. MORGAN SECURITIES LLC

By /s/ Edward Pyne
Name: Edward Pyne
Title: Executive Director

JPMORGAN CHASE BANK, N.A.

By /s/ Daglas P Panchal
Name: Daglas P Panchal
Title: Vice President

BARCLAYS BANK PLC

By /s/ Thomas M. Blouin
Name: Thomas M. Blouin
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By /s/ Sandeep Desai
Name: Sandeep Desai
Title: Managing Director

By /s/ Christopher Blum
Name: Christopher Blum
Title: Managing Director

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH

By /s/ Sandeep Desai
Name: Sandeep Desai
Title: Managing Director

By /s/ Christopher Blum
Name: Christopher Blum
Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH

By /s/ Sandeep Desai
Name: Sandeep Desai
Title: Managing Director

By /s/ Christopher Blum
Name: Christopher Blum
Title: Managing Director

HSBC SECURITIES (USA) INC.

By /s/ Jad Atallah
Name: Jad Atallah, 18719
Title: Director

HSBC BANK USA, N.A.

By /s/ Jad Atallah
Name: Jad Atallah, 18719
Title: Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By /s/ Mark Koneval
Name: Mark Koneval
Title: Managing Director

By /s/ Michael Madnick
Name: Michael Madnick
Title: Managing Director

Accepted and agreed to as of
the date first above written:

XPO LOGISTICS, INC.

By /s/ John Hardig
Name: John Hardig
Title: Chief Financial Officer

PROJECT CANADA
$2.025 billion Senior Secured Bridge Facility
Summary of Principal Terms and Conditions

Borrower:	XPO Logistics, Inc. (the "***Borrower***").
Transactions:	The Borrower intends to acquire, directly or through a direct or indirect subsidiary thereof, (the "***Acquisition***") all of the outstanding shares of common stock of the Company pursuant to (a) an Agreement and Plan of Merger (the "***Acquisition Agreement***") among the Company, the Borrower and a wholly-owned subsidiary thereof ("***Merger Sub***"), and (b) a tender offer made in accordance with the Acquisition Agreement (the "***Offer***"). The Acquisition will be effected through (i) the purchase of shares of common stock of the Target by Merger Sub in the Offer and (ii) on the Closing Date, promptly following the closing of the Offer, the merger (the "***Merger***") of Merger Sub with and into the Target pursuant to Section 251(h) of the Delaware General Corporation Law, with the Target surviving such Merger as the Borrower's direct or indirect wholly-owned subsidiary. In connection with the Acquisition, (a) the Borrower will (i) seek to issue Notes and/or Equity Interests, and/or will seek to incur the Term Loans, to fund all or a part of the cash portion of the consideration in connection with the Acquisition, the financing of the repurchase of notes tendered in the Change of Control Offer (as defined below) or other refinancing thereof or tender therefor, and the payment of Transaction Costs generating aggregate proceeds of $2,025,000,000 (the Notes, the Equity Interests and the Term Loans, the "***Permanent Financing***") and/or (ii) to the extent any or all of the Permanent Financing is not issued or the proceeds thereof not made available to the Borrower, borrow up to $2,025,000,000 in aggregate principal amount of senior secured loans under the senior secured credit facility (the "***Bridge Facility***") described below, (b)(i) the Borrower will seek the amendment described on Exhibit C (the "***Amendment***") to the Amended and Restated Revolving Loan Credit Agreement dated as of April 1, 2014 (as amended prior to September 9, 2015, the "***Revolving Credit Facility***") or (ii) if the Amendment is not obtained on or prior to the Closing Date, obtain $415 million in aggregate principal amount of revolving commitments under a new senior secured asset based revolving credit facility (the "***Backstop Revolving Credit Facility***" and, together with the Bridge Facility, the "***Facilities***") on terms substantially the same as those of the Revolving Credit Facility, assuming for such purpose that the Amendment was consummated, (c) make a change of control offer

(and/or other offer, repurchase or consent solicitation, in the discretion of the Borrower) to the extent required as a result of the Acquisition by, and on the terms set forth in, the Indenture dated as of December 27, 2007 and the Officers Certificate delivered thereunder in each case governing the terms of the Company's 7.25% Notes due 2018, and acquire the notes tendered in such offer (the "***Change of Control Offer***", and (d) fees and expenses incurred in connection with the foregoing (the "***Transaction Costs***") will be paid. The transactions described in this paragraph are collectively referred to herein as the "***Transactions***".

Agent: MSSF will act as sole administrative agent and collateral agent for the Bridge Facility described below (in such capacities, the "***Agent***") for a syndicate of banks, financial institutions and other institutional lenders reasonably acceptable to the Borrower (together with MSSF, JPMCB, Barclays, DBCI, HSBC Bank and CACIB, the "***Lenders***"), and will perform the duties customarily associated with such roles.

Joint Bookrunners and Joint Lead Arrangers: MSSF, JPMS, Barclays, DBSI, HSBC Securities and CACIB will act as joint bookrunners and joint lead arrangers for the Bridge Facility described below, together with any additional lead arranger or bookrunner appointed pursuant to Section 2 of the Commitment Letter (the "***Commitment Letter***") to which this Exhibit A is attached (collectively, in such capacities, the "***Arrangers***" and each an "***Arranger***"), and will perform the duties customarily associated with such roles.

Bridge Facility: Senior secured second-lien bridge loans (the "***Loans***") in an aggregate principal amount of up to $2,025,000,000.

Purpose: The proceeds of the Loans will be used by the Borrower (x) on the Closing Date, together with (i) cash on hand, and/or borrowings under the Borrower's existing Revolving Credit Facility or Backstop Revolving Credit Facility and (ii) the Net Cash Proceeds from the issuance and/or incurrence of the Permanent Financing (if any), solely (a) to pay the cash portion of the consideration in connection with the Acquisition (including purchases in the Offer) (the "***Acquisition Consideration***"), (b) to purchase notes tendered in the Change of Control Offer or any other offer and/or to otherwise refinance such notes and (c) to pay the Transaction Costs; *provided*, that borrowings under the Revolving Credit Facility on the Closing Date will be used by the Borrower solely to pay Transaction Costs and for working capital and (y) after the Closing Date, solely to repurchase notes tendered in the Change of

	Control Offer or any other offer and/or to otherwise refinance such notes and to pay fees and expenses in connection therewith (including make whole and/or change of control premium) and accrued interest thereon.
Availability:	The Bridge Facility will be available in up to two drawings, only one of which may occur after the Closing Date. Amounts borrowed under the Bridge Facility that are repaid or prepaid may not be reborrowed. Aggregate amount of Loans drawn after the Closing Date shall not exceed the lesser of (a) $445,000,000 and (b) the amount of available commitments under the Bridge Facility which are not drawn on the Closing Date. Any commitments under the Bridge Facility in excess of $445,000,000 which are not drawn by the Borrower on the Closing Date shall be automatically terminated. Any remaining undrawn commitments after the Closing Date shall automatically terminate on the earlier to occur of (1) the date any Loans are drawn after the Closing Date (after giving effect to the borrowing of Loans on such date) and (2) the date that is 90 days after the Closing Date.
Interest Rates:	See Annex I hereto.
Interest Payments:	See Annex I hereto.
Default Rate:	See Annex I hereto.
Maturity:	The Loans shall be repaid in full on the date that is 364 days after the Closing Date (the "***Maturity Date***").
	The Borrower shall have the right, which may be exercised twice during the term of the Bridge Facility, to elect to extend the Maturity Date by six months, subject solely to (i) the provision of 30 days prior written notice of the intent to exercise such election and (ii) payment of the Extension Fee (as defined in the Facilities Fee Letter).
Guarantees:	All obligations of the Borrower under the Bridge Facility will be unconditionally guaranteed (the "***Guarantees***") by each existing and subsequently acquired or organized, direct and indirect domestic subsidiary of the Borrower (the "***Guarantors***") that guarantees the Borrower's 6.5% senior unsecured notes due 2022 outstanding on September 9, 2015.
Security:	The Borrower's obligations under the Bridge Facility, and the Guarantors' Guarantees, will be secured by second-priority liens in the "Collateral" (as defined in the Revolving Credit Facility) (the "***Collateral***"),

excluding (i) the "Excluded Property"(as defined in the Amended and Restated Security Agreement, dated as of April 1, 2014), among the Borrower and certain of its wholly owned subsidiaries identified therein, and MSSF, as agent, and (ii) "any "principal properties", equity interests, or other assets to the extent the existence of such liens would result in the breach of, or require the equal and ratable securing of, the Company's 7.25% Senior Notes due 2018 or 6.70% Senior Debentures due 2034). In addition, in no event shall (1) control agreements or control, lockbox or similar arrangements be required, (2) landlord, mortgagee and bailee waivers be required, (3) real property mortgages be required or any fee owned or leased real property be pledged, (4) notices be required to be sent to account debtors or other contractual third parties, (5) foreign-law governed security documents or perfection under foreign law be required or (6) perfection (except to the extent perfected through the filling of Uniform Commercial Code financing statements) be required with respect to letter of credit rights and commercial tort claims.

Intercreditor Arrangements: The relative rights and priorities in the Collateral among the lenders under the Bridge Facility and the secured parties under the Revolving Credit Facility (or the Backstop Revolving Credit Facility, as applicable) will be set forth in an intercreditor agreement based on the Documentation Precedent in a form customary for transactions of this type and reasonably satisfactory to the Borrower, the Agent and the administrative agent under the Revolving Credit Facility (or the Backstop Revolving Credit Facility, as applicable) (the "***Intercreditor Agreement***").

Mandatory Prepayments and Commitment Reductions: The following amounts shall be applied to prepay the Loans within three business days of receipt of such amounts (and, to the extent no Loans are outstanding, including after giving effect to such prepayment, the commitments under the Bridge Facility, pursuant to the Commitment Letter or Loan Documents (as applicable), shall be automatically and permanently reduced by such amounts):

(a) 100.0% of the Net Cash Proceeds (as defined below) actually received by the Borrower from the issuance of the Notes or by the Borrower or any of its restricted subsidiaries from any other incurrence of debt for borrowed money (including the Term Loans), other than (i) indebtedness incurred under the Revolving Credit Facility (or any revolving credit facility which replaces or refinances the Revolving Credit Facility, including the Backstop Revolving Credit Facility) or

other working capital facilities, (ii) refinancings of existing indebtedness of non-guarantors, (iii) capital leases, equipment financings, other asset-level financings and purchase money indebtedness, (iv) other indebtedness for borrowed money permitted to be incurred pursuant to the following provisions of Section 4.03(b) of the indenture relating to the Borrower's 6.5% senior unsecured notes due 2022: (v)-(xi), (xiv), (xvii)-(xix), (xxi)-(xxiii) and (xxv) and (v) other indebtedness for borrowed money (other than the Notes and the Term Loans) in an amount not to exceed $150,000,000 in the aggregate.

(b) 100.0% of the Net Cash Proceeds actually received from the issuance of any equity interests by the Borrower (other than (i) issuances pursuant to employee stock plans or other benefit or employee incentive arrangements or compensation plans, and (ii) issuances among the Borrower and its subsidiaries); and

(c) 100.0% of the Net Cash Proceeds actually received by the Borrower and its restricted subsidiaries from the sale or other disposition of assets of the Borrower or any of its restricted subsidiaries outside the ordinary course of business (including issuances of stock by the Borrower's restricted subsidiaries) (except for (A) asset sales (including issuances of stock by the Borrower's restricted subsidiaries) between or among such entities, (B) any asset sale the Net Cash Proceeds of which do not exceed $15,000,000 and (C) other asset sales (including issuances of stock by the Borrower's restricted subsidiaries), the Net Cash Proceeds of which do not exceed $100,000,000 in the aggregate), in each case to the extent that such Net Cash Proceeds are not reinvested, or committed to be reinvested, in the business of the Borrower and its Restricted Subsidiaries within 270 days following receipt thereof. For purposes hereof, "reinvest" shall include using Net Cash Proceeds to make an investment in any one or more businesses, assets, or property or capital expenditures, in each case (i) used or useful in a Similar Business (to be defined in a manner consistent with Documentation Precedent) or (ii) that replace the properties and assets that are the subject of such asset sale or to reimburse the cost of any of the foregoing incurred on or after the date on which the asset sale giving rise to such Net Cash Proceeds was reinvested.

Prepayments from foreign subsidiaries' asset sale proceeds will be limited under the definitive documentation to the extent (x) the repatriation of funds to fund such prepayments is prohibited, restricted or

delayed by applicable local laws or (y) the repatriation of funds to fund such prepayments would result in material adverse tax consequences; provided that, in any event, the Borrower shall use commercially reasonable efforts to eliminate such tax effects in its reasonable control in order to make such prepayments.

For purposes hereof, "***Net Cash Proceeds***" shall mean, with respect to any person: (a) with respect to a sale or other disposition of any assets of such person, the excess, if any, of (i) the cash received in connection therewith (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) payments made to retire any debt that is secured by such asset and that is required to be repaid in connection with the sale thereof (other than loans or commitments outstanding under the Bridge Facility), (B) the reasonable expenses or incurred by such person in connection therewith, (C) taxes reasonably estimated to be payable in connection with such transaction, and (D) the amount of reserves established by such person in good faith and pursuant to commercially reasonable practices for adjustment in respect of the sale price of such asset or assets in accordance with applicable generally accepted accounting principles, provided that if the amount of such reserves exceeds the amounts charged against such reserve, then such excess, upon the determination thereof, shall then constitute Net Cash Proceeds; and (b) with respect to the incurrence of indebtedness for borrowed money by such person, the excess, if any, of (i) cash received by such person in connection with such incurrence over (ii) the sum of (A) payments made to retire any debt that is required to be repaid in connection with such issuance (other than loans or commitments outstanding under the Bridge Facility) and (B) the underwriting discounts and commissions and other reasonable expenses incurred by such person in connection with such issuance.

In connection with any mandatory prepayment or commitment reduction hereunder, the Borrower shall promptly deliver a written notice to the Agent informing it of such mandatory prepayment or commitment reduction.

Voluntary Prepayments: The Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest upon not less than 3 business days' prior written notice, at the option of the Borrower at any time, without premium or penalty.

Representations and Warranties:	Substantially the same as, and in any case no less favorable to the Borrower than, the Documentation Precedent.
Conditions Precedent to Initial Borrowing:	The initial borrowing under the Bridge Facility will be subject only to the conditions precedent set forth in Section 6 of the Commitment Letter and Exhibit B to the Commitment Letter.
Conditions Precedent to Subsequent Borrowings:	Each subsequent borrowing shall be subject to only the following conditions precedent: (i) the delivery of a borrowing notice and (ii) the accuracy of the Specified Representations.
Covenants:	The Loan Documents will contain affirmative covenants substantially the same as, and in any case no less favorable to the Borrower than, the affirmative covenants contained in the Documentation Precedent. The Loan Documents will contain incurrence-based negative covenants limited to, and in any case no less favorable to the Borrower than, the Documentation Precedent.
Events of Default:	Consistent with Documentation Precedent.
Unrestricted Subsidiaries:	Consistent with Documentation Precedent.
Voting:	Consistent with Documentation Precedent, plus customary voting provisions requiring each Lender to consent to a release of all or substantially all of the Collateral.
Cost and Yield Protection:	Consistent with Documentation Precedent.
Assignments and Participations:	Each Lender will be permitted to make assignments (other than to (a) a natural person, (b) subject to the provisions under the heading “Non-Pro Rata Repurchases” below, the Borrower and its affiliates or (c) to the extent they have been identified to the relevant Lender in writing prior to such assignment, Disqualified Institutions (as defined in the Commitment Letter)); *provided*, *however*, that prior to the Closing Date, so long as no payment or bankruptcy event of default exists, the consent of the Borrower (not to be unreasonably withheld, delayed or conditioned) shall be required with respect to any assignment if, after giving effect thereto, the Arrangers and their affiliates would hold, in the aggregate, less than a 50.1% of the aggregate principal amount of the outstanding Loans. The consent of the Borrower shall be deemed to have been given if the Borrower has not responded within ten

business days of a request for such consent. Each assignment will be in an amount of an integral multiple of $1,000,000 or, if less, all of such Lender's remaining loans. The Agent shall not be responsible for monitoring compliance with the Disqualified Lender list and shall have no liability for non-compliance by any Lender.

The Lenders will be permitted to sell participations in loans (other than to a natural person or to the Borrower and its affiliates) without restriction. Voting rights of participants shall be limited to matters in respect of (a) reductions or forgiveness of principal, interest or fees payable to such participant, (b) extensions of final maturity or scheduled amortization of, or date for payment of interest or fees on, the loans in which such participant participates, (c) releases of all or substantially all of the value of the Guarantees and (d) releases of all or substantially all of the value of the Collateral.

Non-Pro Rata Repurchases: The Borrower and its subsidiaries or affiliates may purchase from any Lender, at individually negotiated prices, outstanding principal amounts under the Bridge Facility in a non-pro rata manner; provided that (i) the purchaser shall make a representation to the seller at the time of assignment that it does not possess material non-public information with respect to the Borrower and its subsidiaries that has not been disclosed to the seller or Lenders generally (other than the Lenders that have elected not to receive material non-public information), (ii) any loans so repurchased shall be immediately cancelled, (iii) no default or an event of default exists or would result therefrom; and (iv) no proceeds of the Revolving Credit Facility (or, as applicable, the Backstop Revolving Credit Facility) will be used to finance such purchase.

Expenses and Indemnification: The Borrower will indemnify the Arrangers, the Agent, the Syndication Agent, the Lenders, their respective affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "***Indemnified Person***") and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their respective affiliates or equity holders) that relates to the Transactions, including the financing

	contemplated hereby, the Acquisition or any transactions in connection therewith; *provided* that (i) no Indemnified Person will be indemnified for any cost, expense or liability to the extent (a) determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such Indemnified Person or its Related Persons or (b) arising from or in connection with disputes solely among or between Indemnified Persons (other than actions against a Commitment Party as agent or arranger or similar capacity under the Bridge Facility) not relating to any acts or omissions by the Borrower or its affiliates or their Related Persons and (ii) the Borrower's obligation to reimburse the Indemnified Persons for legal expenses shall be limited to the fees, charges and disbursements of one counsel to all Indemnified Persons (and, if reasonably necessary, of one regulatory counsel and one local counsel in any relevant jurisdiction) and, solely in the case of an actual or potential conflict of interest of which you are notified in writing, of one additional counsel (and if reasonably necessary, of one regulatory counsel and one local counsel in any relevant jurisdiction) to the affected Indemnified Persons. In addition, the Borrower shall pay (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable fees, disbursements and other charges of outside counsel (limited to one counsel and, if reasonably necessary, one regulatory counsel and one local counsel in any relevant jurisdiction)) of the Arrangers, the Agent and the Syndication Agent in connection with the syndication of the Bridge Facility, the preparation and administration of the definitive documentation and the Bridge Facility, and amendments, modifications and waivers thereto and (b) all reasonable and documented out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of outside counsel) of the Arrangers, the Agent and the Syndication Agent, and the Lenders for enforcement costs and documentary taxes associated with the Bridge Facility.
Definitive Documentation:	The definitive documentation with respect to the Bridge Facility (the "***Loan Documents***") shall reflect the terms set forth herein and shall otherwise be consistent with Documentation Precedent (as defined in the Facility Fee Letter), but modified to reflect the differences in the transaction structure, including the secured, second-lien nature of the Bridge Facility.
Governing Law and Forum:	New York.

Counsel to the Agent and the Arrangers:	Davis Polk & Wardwell LLP.

Interest and Certain Fees

Interest Rate Options:

The Borrower may elect that the Loans bear interest at a rate per annum equal to:

(i) the ABR plus the Applicable Margin; or

(ii) the Adjusted LIBO Rate plus the Applicable Margin.

As used herein:

"ABR" means, for any day, a fluctuating rate per annum equal to the highest of (i) the federal funds effective rate from time to time plus 0.50%, (ii) the rate of interest per annum from time to time published in the "Money Rates" section of *The Wall Street Journal* as being the "Prime Lending Rate" or, if more than one rate is published as the Prime Lending Rate, then the highest of such rates (the "Prime Rate") (each change in the Prime Rate to be effective as of the date of publication in *The Wall Street Journal* of a "Prime Lending Rate" that is different from that published on the preceding domestic business day); provided, that in the event that *The Wall Street Journal* shall, for any reason, fail or cease to publish the Prime Lending Rate, the Agent shall choose a reasonably comparable index or source to use as the basis for the Prime Lending Rate and (iii) the one month Adjusted LIBO Rate plus 1.00%. In no event shall the ABR be less than 0.00%. Each change in any interest rate provided for herein based upon the ABR resulting from a change in the Prime Lending Rate, the federal funds effective rate or the Adjusted LIBO Rate shall take effect at the time of such change in the Prime Lending Rate, the federal funds effective rate, or the Adjusted LIBO Rate, respectively.

"Adjusted LIBO Rate" means the LIBO Rate, as adjusted for statutory reserve requirements for eurocurrency liabilities (if any). In no event shall the Adjusted LIBO Rate be less than 1.00%.

"Applicable Margin" means (x) in the case of Loans based on the ABR, the ABR plus 250 basis points and (y) in the case of Loans based on the Adjusted LIBO Rate, the Adjusted LIBO Rate plus 350 basis points. Three months after the Closing Date and at the end of each three-month period thereafter, the spread over the ABR or the Adjusted LIBO Rate, as applicable, shall be increased by 50 basis points.

"LIBO Rate" means the rate for eurodollar deposits in the London interbank market for a period of one, two, three or six months, in each case as selected by the Borrower, appearing on Page LIBOR01 or LIBOR02 of the Reuters screen (or applicable successor page) that displays such rate.

Interest Payment Dates:	In the case of Loans bearing interest based upon the ABR ("ABR Loans"), quarterly in arrears on the last business day of each March, June, September and December. In the case of Loans bearing interest based upon the Adjusted LIBO Rate ("LIBOR Loans"), on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.
Default Rate:	The applicable interest rate plus 2.0% per annum.
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.

PROJECT CANADA
$2.025 billion Senior Secured Bridge Facility
Summary of Additional Conditions Precedent[1]

The initial borrowings under the Bridge Facility and the effectiveness of the Revolving Backstop Credit Facility shall be subject to the following additional conditions precedent:

1. The Offer and the Merger shall be consummated on the Closing Date substantially simultaneously with the closing of the Bridge Facility on the terms described in the Acquisition Agreement, without giving effect to any amendment, modification or waiver thereof by the Borrower or any consent thereunder (including, for the avoidance of doubt, with respect to the conditions to the Offer set forth in the Acquisition Agreement) by the Borrower which is materially adverse to the Lenders or the Arrangers without the prior written consent of each Arranger who, together with its affiliates, holds 20% or more of the Loans and/or commitments under the Bridge Facility (it being understood and agreed that any (a) decrease in the price paid per share in connection with the Acquisition of (x) more than 10% or (y) less than 10% if such decrease is not allocated to reduce the aggregate amount of the Bridge Facility, (b) increase in the price paid in connection with the Acquisition that is not funded with the proceeds of a substantially concurrent issuance of equity or (c) any waiver or modification of the Minimum Condition (as defined in the Acquisition Agreement as in effect on September 9, 2015) shall, in each case, be deemed to be a modification that is materially adverse to the Lenders). The Specified Representations shall be true and correct in all material respects and the Acquisition Agreement Representations shall be true and correct (except, that any Specified Representations that are qualified by materiality or in relation to material adverse effect shall be true and correct in all respects).

2. The Borrower shall have used commercially reasonable efforts to cause the Agent to have received (and the Agent hereby acknowledges receipt of, in the case of the 2012, 2013 and 2014 fiscal year financial statements described in clause (a) and, as to the fiscal quarters ending on March 31, 2015 and June 30, 2015, clause (b)) (a) audited consolidated balance sheets and related consolidated statements of income, stockholders' equity and cash flows of the Borrower and the Company for the 2012, 2013 and 2014 fiscal years (or, if the Closing Date occurs 90 days or more after December 31, 2015, audited consolidated balance sheets and related consolidated statements of income, stockholders' equity and cash flows of the Borrower and the Company for the 2013, 2014 and 2015 fiscal years) and (b) unaudited consolidated balance sheets and related consolidated statements of income, stockholders' equity and cash flows of the Borrower and the Company for each subsequent fiscal quarter (other than a quarter that is also a fiscal year-end) ended at least 45 days before the Closing Date.

3. The Agent shall have received a borrowing notice, legal opinions, corporate documents and officers' and public officials' certifications (including a customary certificate from the chief financial officer of the Borrower as to solvency of the Borrower and its subsidiaries on a consolidated basis after giving effect to the Transactions, which certificate shall be in

[1] All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Exhibit B is attached, including Exhibit A thereto.

the form attached hereto as Exhibit D) with respect to the Borrower and the Guarantors in each case customary for financings of the type described herein (it being understood that the foregoing condition (other than the borrowing notice) may be satisfied upon the effectiveness of the Loan Documentation and shall not thereafter be a continuing condition precedent to funding). In the case of the effectiveness of the Revolving Backstop Credit Agreement, the Agent shall have received a borrowing base certificate for the most recent fiscal month ended at least 20 days prior to the Closing Date.

4. The Agent shall have received, at least three business days prior to the Closing Date, all documentation and other information related to the Borrower or any guarantor required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, in each case to the extent requested by the Agent from the Borrower in writing at least 10 business days prior to the Closing Date (it being understood that the foregoing condition may be satisfied upon the effectiveness of the Loan Documentation and shall not thereafter be a continuing condition precedent to funding).

5. All fees due to the Agent, the Arrangers and the Lenders on the Closing Date pursuant to the Commitment Letter and the Fee Letters shall have been paid, and all reasonable and documented out-of-pocket expenses to be paid or reimbursed to the Agent and the Arrangers on the Closing Date pursuant to the Commitment Letter that have been invoiced at least three business days prior to the Closing Date shall have been paid (which amounts may be offset against the proceeds of the Bridge Facility).

6. All actions necessary to establish that the Agent will have perfected security interests of the requisite priority in the Collateral as specified in Exhibit A shall have been taken to the extent such Collateral (including the creation or perfection of any security interest) is required to be provided on the Closing Date pursuant to the Limited Conditionality Provisions.

7. As a condition to the availability of the Backstop Revolving Credit Facility, the Revolving Credit Facility shall be terminated and all outstanding amounts thereunder shall be repaid (other than contingent obligations and cash collateralized or backstopped or "rolled" letters of credit) and all guarantees thereof and any security therefore shall have been discharged and released. The Agent shall have obtained perfected security interest in the Collateral (which, for the avoidance of doubt, shall exclude any "principal properties", equity interests, or other assets to the extent the existence of such liens would result in the breach of, or require the equal and ratable securing of, the Company's 7.25% Senior Notes due 2018 or 6.70% Senior Debentures due 2034) under the Backstop Revolving Credit Facility other than any Collateral the security interest in which may not be perfected by filing of a UCC financing statement or the possession of equity certificates.

Exhibit C

PROJECT CANADA
Amendment to Existing ABL Revolving Credit Facility

The Revolving Credit Facility will be amended to:

1. Expressly permit the consummation of the Transactions and all transactions contemplated by the Acquisition Agreement and this Commitment Letter, including (a) the incurrence of indebtedness and liens in connection therewith, including indebtedness under, and liens securing, (i) the Bridge Facility, (ii) any term loans or notes issued in lieu thereof or to refinance loans thereunder and (iii) letters of credit of the Company and its subsidiaries and any cash collateralization arrangements relating thereto, (b) the repayment of the Bridge Facility with the Net Cash Proceeds of any indebtedness, equity interests or asset sales, and (c) the assumption of (i) the Company's 6.7% Senior Debentures due 2034 and the 7.25% Notes due 2018 and (ii), to the extent (A) existing at the time of the Acquisition and not incurred in contemplation thereof, or (B) permitted to be incurred under the Acquisition Agreement, any other indebtedness of the Company or any of its subsidiaries;
2. Clarify that the cap on acquisitions of Persons whose assets do not become Collateral will not apply to the Company and its subsidiaries on account of the amendments described in clause (4) below;
3. Permit liens on the proceeds of equity or indebtedness issued in connection with the Transactions pursuant to escrow arrangements or otherwise;
4. Release and permanently remove the requirement to grant any and all liens (both existing and prospective) in favor of the Revolving Credit Facility and all obligations secured pursuant thereto on any "principal properties", equity interests, or other assets to the extent the existence of such liens would result in the breach of, or require the equal and ratable securing of, the Company's 7.25% Senior Notes due 2018 or 6.70% Senior Debentures due 2034;
5. Basket sizes and trigger levels will be increased in a manner to be mutually agreed to take into account the Acquisition;
6. Include a provision directing the administrative agent under the Revolving Credit Facility to execute the Intercreditor Agreement, which shall bind all secured parties under the Revolving Credit Facility;
7. Increase the L/C Sublimit to $300,000,000 and amend the provisions of Section 2.2 to provide (i) that Letters of Credit will be issued by the Agent and certain other Lenders to be agreed, (ii) each such L/C Issuer having a fronting sublimit equal to 110% of its pro-rata share of the commitments of all L/C issuers on the effectiveness of the Amendment (unless such L/C Issuer agrees to a higher fronting sublimit) and (iii) MSSF shall not be required to issue any documentary letter of credit and shall not have any fronting exposure in respect of any other L/C Issuer; and
8. Add an additional basket for secured indebtedness of foreign subsidiaries in an amount of up to $500,000,000.

Davis, Polk & Wardwell LLP shall act as sole lead counsel to the Commitment Parties and the administrative agent in connection with the Amendment.

Exhibit D

PROJECT CANADA
FORM OF SOLVENCY CERTIFICATE

[DATE]

I am the duly qualified and acting Chief Financial Officer of XPO Logistics, Inc. (the "Borrower") and in such capacity, I believe as of the date hereof that:

As of the date hereof, immediately after the consummation of the Acquisition and related Transactions, (i) the fair value of the assets of the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and its Subsidiaries on a consolidated basis, respectively; (ii) the present fair saleable value of the property of the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and its Subsidiaries on a consolidated basis, respectively, on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted after the date hereof.

EXHIBIT (d)(2)

PRIVATE AND CONFIDENTIAL

July 28, 2015

XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, CT 06831
Attention: Gordon Devens

Ladies and Gentlemen:

In order to evaluate a possible negotiated business combination or other negotiated transaction (the "Possible Transaction") between XPO Logistics, Inc. ("you" or "your") and Con-Way Inc. (the "Company"), each of you and the Company may disclose and deliver to the other party, upon execution and delivery by you and the Company of this letter agreement (this "Agreement"), certain information for the sole purpose of enabling the other party to evaluate, negotiate and consummate the Possible Transaction (the party disclosing such information being the "Disclosing Party" and the party receiving such information, being the "Receiving Party").

1. Proprietary Information; Other Defined Terms.

(a) All information that is furnished directly or indirectly by the Disclosing Party or any of its Representatives (as defined below), including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, furnished after the date hereof, whether oral, written or electronic, and regardless of the manner in which it is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by the Receiving Party or any of its Representatives that contain, reference, reflect or are based upon, in whole or in part, any information so furnished to the Receiving Party or any of its Representatives pursuant hereto (such notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials are referred to herein as "Derivative Materials"), is referred to herein as "Proprietary Information". Proprietary Information does not include, however, information that (i) was or becomes available to the Receiving Party on a non-confidential basis, and not in violation of any legal, fiduciary or contractual duty owed to the Disclosing Party or any of its affiliates, from a source other than the Disclosing Party or any of its Representatives, *provided* that such other source is not known by the Receiving Party or any of its Representatives to be bound by a confidentiality obligation to the Disclosing Party or any of its affiliates, (ii) was or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Representatives of this Agreement or a violation by the Receiving Party or any of its Representatives of any other non-use or confidentiality obligation owed to the Disclosing Party or any of its affiliates), (iii) was previously in the possession of the Receiving Party as demonstrated by its written records, *provided* that such information is not known by the Receiving Party or any of its Representatives to be subject to another confidentiality agreement or other obligation of secrecy to the Disclosing Party or any of its affiliates, or (iv) the Receiving Party can demonstrate by written evidence was independently developed by the Receiving Party or any of its Representatives without derivation from, reference to or reliance upon, or using in any manner, the Proprietary Information and without violating any of the confidentiality obligations under this Agreement. To the extent that any Proprietary Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties hereto understand and agree that they have a commonality of interest with respect to such matters, and it is their mutual desire, intention and understanding that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, each party hereto agrees not to claim or contend that the other party hereto has waived any attorney-client privilege, work product

doctrine or any other applicable privilege by providing information pursuant to this Agreement or any subsequent definitive written agreement regarding a Possible Transaction.

(b) For purposes of this Agreement, references herein to "you" and/or your "Representatives" shall include only you and your affiliates, officers, directors, general partners, members, employees, investment bankers, financial advisors, accountants, legal counsel, consultants and potential sources of capital or financing (debt, equity or otherwise), and "Representatives" in respect of the Company shall mean its officers, directors, general partners, members, employees, investment bankers, financial advisors, accountants, legal counsel, consultants and other agents and representatives. As used in this Agreement, (i) the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, limited liability company, partnership, joint venture, trust, other entity or individual and (ii) the term "affiliate" shall have the meaning ascribed thereto in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2. Use of Proprietary Information and Confidentiality; Transaction Information to Remain Confidential. Except as (i) otherwise permitted under this Agreement, (ii) otherwise agreed to in writing by the Disclosing Party, or (iii) required by applicable law, regulation, stock exchange rule or other market or reporting system or by legal, judicial, regulatory or administrative process (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) ("Legally Required"), (a) the Receiving Party shall, and shall cause its Representatives to, keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any person other than its Representatives who are participating in evaluating, negotiating, advising or who otherwise need to know the Proprietary Information for the purpose of evaluating, negotiating, advising or financing with respect to the Possible Transaction (all of whom shall be specifically informed of the confidential nature of such Proprietary Information and that by receiving such Proprietary Information they are agreeing to be bound by the terms of this Agreement relating to the confidential treatment of such Proprietary Information) and shall cause its Representatives to treat such Proprietary Information in a confidential manner and in accordance with the terms hereof, (b) the Receiving Party shall not, and shall cause its Representatives not to, use any Proprietary Information for any purpose other than in connection with evaluating, negotiating, advising or financing with respect to the Possible Transaction or the consummation of the Possible Transaction, and (c) each party shall not, and shall cause its Representatives not to, disclose to any person (other than its Representatives who are participating in evaluating, negotiating, advising or financing with respect to the Possible Transaction or who otherwise need to know for the purpose of evaluating, negotiating, advising or financing with respect to the Possible Transaction and, in any such case, whom such party will cause to observe the terms of this Agreement relating to the confidential treatment and use of Transaction Information (as defined below)) the existence or terms of this Agreement, that Proprietary Information has been made available, that the parties are considering the Possible Transaction or any other transaction between the parties, that the parties are subject to any of the restrictions set forth in this Agreement, that investigations, discussions or negotiations are taking or have taken place concerning the Possible Transaction or involving the parties, any term, condition or other matter relating to the Possible Transaction or such investigations, discussions or negotiations, including, without limitation, the status thereof, or any information that could enable such other person to identify the parties or any of their respective affiliates as a party to any discussions or negotiations with you or others (the items described in this clause (c), "Transaction Information"). Notwithstanding the foregoing, the Company and its Representatives may disclose to other potential buyers or bidders that the Company is considering or negotiating the Possible Transaction and the terms and conditions thereof, but may not disclose any information that would reveal your identity. Neither you nor any of your Representatives will, without the prior written consent of the Company, act as a broker for, or representative of, or as a joint bidder or co-bidder with, any other person with respect to the Possible Transaction. You hereby represent and warrant that, prior to your execution of this Agreement, neither you nor any of your Representatives has taken any prohibited action referred to in the immediately preceding sentence. Without limiting the foregoing, neither you nor any of your Representatives will, without the prior written consent of the Company, enter into any exclusive arrangement with a source of capital or financing (debt, equity or otherwise) in connection with a possible transaction with the Company. For purposes of this

Agreement, any agreement, arrangement or understanding, whether written or oral, with any potential source of capital or financing (debt, equity or otherwise) which does, or could be reasonably expected to, legally or contractually limit, restrict or otherwise impair in any manner, directly or indirectly, such source from consummating a transaction involving the Company or any of its affiliates or acting as a potential source of capital or financing (debt, equity or otherwise) to any other person with respect to a potential transaction with the Company or any of its affiliates shall be deemed an exclusive arrangement.

3. Legally Required Disclosure. In the event that the Receiving Party (or any of its Representatives) should be Legally Required to disclose any Proprietary Information or Transaction Information, the Receiving Party shall, to the extent legally permissible and reasonably practicable, in advance of such disclosure, provide the Disclosing Party with prompt written notice of such requirement. The Receiving Party also agrees, to the extent legally permissible and reasonably practicable, to provide the Disclosing Party, in advance of any such disclosure, with a list of any Proprietary Information and Transaction Information that the Receiving Party or its Representative intends to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Disclosing Party to the extent it may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such legal, judicial, regulatory or administrative process. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party after a request in writing therefor is made by the Receiving Party (such request, if legally permissible, to be made as soon as reasonably practicable to allow, to the extent possible, the Disclosing Party a reasonable amount of time to respond thereto), the Receiving Party or any of its Representatives is Legally Required to disclose any Proprietary Information or Transaction Information in any legal, judicial, regulatory or administrative process to avoid censure or penalty, the Receiving Party or its Representative, as applicable, (a) will exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded to that Proprietary Information or Transaction Information, as applicable, and (b) may disclose, without liability hereunder, such portion of the Proprietary Information or Transaction Information that, according to the written advice of the Receiving Party's counsel (which may include internal counsel), is Legally Required to be disclosed (the "Public Disclosure"); *provided*, *however*, that, prior to such disclosure, the Receiving Party shall have (i) to the extent legally permissible, provided the Disclosing Party with the text of the Public Disclosure as far in advance of its disclosure as is practicable and (ii) considered in good faith the Disclosing Party's suggestions concerning the scope and nature of the information to be contained in the Public Disclosure. Notwithstanding the foregoing, Representatives of the Receiving Party who are accounting firms may disclose Derivative Materials to the extent, if any, required by law, rule, regulation or applicable professional standards of the American Institute of Certified Public Accountants, Public Company Accounting Oversight Board or state boards of accountancy or obligations thereunder.

4. Responsibility for Representatives. The Receiving Party agrees that it shall, at its sole expense, undertake all reasonable measures necessary or appropriate, including, without limitation, court proceedings, (i) to restrain its Representatives from prohibited or unauthorized disclosure or use of any Proprietary Information or Transaction Information and (ii) to safeguard and protect the confidentiality of the Proprietary Information and the Transaction Information disclosed to it or any of its Representatives and to prevent the use of any Proprietary Information or Transaction Information in any way that would violate any antitrust or other applicable law or this Agreement. The Receiving Party will notify the Disclosing Party, in writing, of any misuse, misappropriation or unauthorized disclosure of any Proprietary Information which may come to its attention. Each party will be responsible for any breach of this Agreement by it or any deemed breach of this Agreement by any of its Representatives and by any other person to whom it discloses any Proprietary Information or Transaction Information, whether or not such disclosure is permitted hereunder, assuming such Representatives or other persons were parties hereto and had its obligations hereunder. Each party hereto is aware, and will advise its Representatives to whom any Proprietary Information or Transaction Information is disclosed, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information about the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

5. No Representations Regarding Proprietary Information. The Receiving Party understands and agrees that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, on which the Receiving Party may rely as to the accuracy or completeness of the Proprietary Information for the Receiving Party's purposes and that only those representations and warranties made by the Disclosing Party in a subsequent definitive written agreement related to the Possible Transaction, if any, and subject to such limitations and restrictions as may be specified therein, shall have any legal effect. The Receiving Party agrees that, other than as may be set forth in such definitive written agreement, neither the Disclosing Party nor any of its Representatives shall have any liability whatsoever to the Receiving Party or any of its Representatives, including, without limitation, in contract, tort or under federal or state securities laws, relating to or resulting from the use of the Proprietary Information or any errors therein or omissions therefrom.

6. Return or Destruction of Proprietary Information. Upon either party's request, each party hereto shall (and shall cause its Representatives and any other person to whom it has disclosed any Proprietary Information or Transaction Information, whether or not such disclosure was permitted hereunder, to) promptly (and in any event within 10 business days) either (at its option) return to the other party hereto or destroy (and certify in writing to the other party hereto by an authorized officer supervising such destruction) all copies or other reproductions of Proprietary Information of the other party hereto, other than any Derivative Materials, in its possession or the possession of any of its Representatives or any other person to whom it has disclosed any Proprietary Information or Transaction Information, whether or not such disclosure was permitted hereunder, and shall not retain any copies or other reproductions, in whole or in part, of such materials. The Receiving Party shall destroy all Derivative Materials (including, without limitation, expunging all such Derivative Materials from any computer, word processor or other device containing such information), and such destruction will be certified in writing to the Disclosing Party by an authorized officer supervising such destruction. Notwithstanding the foregoing, the Receiving Party and its Representatives (i) may each keep one copy of the Proprietary Information and Derivative Material to the extent such is required for the Receiving Party to comply with applicable law or regulation or pursuant to a *bona fide* internal document retention policy and (ii) may retain data or electronic records containing Derivative Materials for the purposes of backup, recovery, contingency planning or business continuity planning, in the case of each of clause (i) and (ii), so long as such information, materials, data or records are not accessible in the ordinary course of business and are not accessed except as required for legal, compliance, backup, recovery, contingency planning or business continuity planning purposes. Notwithstanding the return or destruction of Proprietary Information required by this Paragraph 6, the Receiving Party and its Representatives shall continue to be bound by all duties and obligations hereunder in accordance with the terms hereof.

7. Standstill. You hereby represent to the Company that, as of the date hereof, neither you nor any of your Representatives has beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of any securities of the Company or any of its subsidiaries. In consideration for your being furnished with Proprietary Information, you agree that, unless specifically requested in writing in advance by the Company's Representatives on behalf of the Company's board of directors, neither you nor any of your Representatives (acting on your behalf or at your direction) will, at any time during the eighteen month period commencing on the date hereof (or, at any time during such period, assist, advise, act in concert or participate with or encourage others to), directly or indirectly: (a) acquire (or agree, offer, seek or propose to acquire, in each case, publicly or privately), by purchase, tender offer, exchange offer, agreement or business combination or in any other manner, any ownership, including, but not limited to, beneficial ownership, as defined in Rule 13d-3 under the Exchange Act, of any material assets or businesses or any securities of the Company or any direct or indirect subsidiary thereof, or any rights or options to acquire such ownership (including from any third party); (b) publicly or privately offer to enter into, or publicly or privately propose, any merger, business combination, recapitalization, restructuring or other extraordinary transaction with the Company or any direct or indirect subsidiary thereof, provided that you may make one or more private proposals to the Company with respect to the Possible Transaction until such time as either you or the Company has informed the other that you or the Company, as the case may be, is not interested in exploring a Possible Transaction; (c) initiate any stockholder proposal or the convening of a stockholders' meeting of or involving the Company or any direct or indirect subsidiary thereof; (d) solicit proxies

(as such terms are defined in Rule 14a-1 under the Exchange Act), whether or not such solicitation is exempt pursuant to Rule 14a-2 under the Exchange Act, with respect to any matter from, or otherwise seek to influence, advise or direct the vote of, holders of any shares of capital stock of the Company or any securities convertible into or exchangeable or exercisable for (in each case, whether currently or upon the occurrence of any contingency) such capital stock, or make any communication exempted from the definition of solicitation by Rule 14a-1(l)(2)(iv) under the Exchange Act; (e) otherwise seek or propose to influence, advise, change or control the management, board of directors, governing instruments, affairs or policies of the Company or any direct or indirect subsidiary thereof; (f) enter into any discussions, negotiations, agreements, arrangements or understandings with any other person with respect to any matter described in the foregoing clauses (a) through (e) or form, join or participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) to vote, acquire or dispose of any securities of the Company or any of its subsidiaries; (g) request that the Company (or its board of directors or the Company's Representatives) amend, waive, grant any consent under or otherwise not enforce any provision of this Paragraph 7, or refer to any desire or intention, but for this Paragraph 7, to do so; *provided* that this clause (g) shall not prohibit you from making a confidential request to the Company seeking an amendment or waiver of the provisions of this paragraph so long as any such request is made in a manner that would not reasonably be expected to require public disclosure thereof by any person, which request the Company may accept or reject in its sole discretion; or (h) make any public disclosure, or take any action that would reasonably be expected to legally require you or the Company to make a public disclosure, with respect to any of the matters set forth in this Agreement. Notwithstanding anything in this Paragraph 7 to the contrary, the provisions of prior sentence of this Paragraph 7 shall no longer apply from the earlier to occur of the date that (i) the Company publicly announces that it is seeking an acquisition, business combination or transaction where immediately following such acquisition, combination or transaction (A) any person (or the direct or indirect shareholders of such person) (other than the Company and its subsidiaries or the Company's shareholders immediately prior to such acquisition, combination or transaction) will beneficially own a majority or more of the outstanding voting power of the Company or the surviving parent entity in such acquisition, combination or transaction or (B) the owners of a majority of the voting power of the Company immediately prior to such acquisition, combination or transaction own less than a majority of the voting power of the Company or the surviving parent entity in such acquisition, combination or transaction immediately following such acquisition, combination or transaction (the effect described in clause (A) or (B), a "Change of Control"), (ii) the Company enters into a definitive written agreement with a third-party providing for any acquisition of a majority of the voting securities of the Company by any person or group (other than by the Company or any of its subsidiaries), (iii) the Company enters into a definitive written agreement with a third party providing for any acquisition of a majority of the consolidated assets of the Company and its subsidiaries or assets to which a majority or more of the Company's consolidated net revenues or consolidated net income are attributable by any person or group (other than by the Company or any of its subsidiaries), (iv) the Company enters into a definitive written agreement with a third party providing for any tender or exchange offer, merger or other business combination or any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction (provided that, in the case of any transaction covered by the foregoing clause (iv), such transaction results in a Change of Control), (v) the Company approves the consummation of, enters into an agreement providing for, or publicly announces an intent to enter into an agreement providing for, (A) any liquidation or dissolution of the Company or (B) any other recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries that would result in a Change of Control or a sale or disposition of a majority of the assets of the Company and its subsidiaries, on a consolidated basis, or (vi) the Company commences a voluntary case under the Federal bankruptcy laws, makes or approves a general assignment for the benefit of creditors or consents to the appointment of, or the taking of possession by, a receiver, liquidator or trustee of itself or all or substantially all of its assets. For purposes of this Paragraph 7, the following will be deemed to be an acquisition of beneficial ownership of securities: (1) establishing or increasing a call equivalent position, or liquidating or decreasing a put equivalent position, with respect to such securities within the meaning of Section 16 of the Exchange Act; or (2) entering into any swap or other arrangement that results in the acquisition of any of the economic consequences of ownership of such securities, whether such transaction is to be settled by delivery of such securities, in cash or otherwise.

8. No Solicitation of Employees. Each party hereto agrees that, without the prior written consent of the other party hereto, neither it nor any of its Representatives acting on its behalf will, for a period of one year from the date hereof, directly or indirectly, solicit the services of, whether as an employee, consultant or otherwise, any officer or director-level employee of the other party or any of its affiliates with whom such party first comes in contact or learns of through its consideration of the Possible Transaction. For purposes of the foregoing sentence, an employee shall not be considered to be in "contact with" or "known to" a party unless such employee had previously interviewed or engaged in employment discussions with a senior officer of such party or a recruiter retained thereby. The foregoing shall not, however, preclude the solicitation (or employment as a result of the solicitation) of (i) employees through public advertisements or general solicitations that are not specifically targeted at such person(s), or (ii) any former employee whose termination of employment with a party or affiliate occurred at least six months prior to such solicitation.

9. Ownership of Proprietary Information. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of the Proprietary Information and all patent, copyright, trade secret, trademark, domain name and other intellectual property rights therein. No license or conveyance of any such rights or any portions thereof to the Receiving Party or any of its Representatives is granted or implied under this Agreement.

10. Miscellaneous.

(a) Each party hereto acknowledges that irreparable damage would occur to the other party hereto if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party hereto agrees that you or the Company, as applicable, without prejudice to any rights and remedies otherwise available, shall be entitled to equitable relief, including, without limitation, specific performance and injunction, in the event of any breach or threatened breach by the other party hereto or any of the other party's Representatives of the provisions of this Agreement without proof of actual damages. Each party hereto agrees that it will not oppose the granting of such relief on the basis that the other party hereto has an adequate remedy at law. Each party hereto also will not seek, and will waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such relief.

(b) It is agreed that no failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A party's waiver of any right, power or privilege hereunder, and such party's consent to any action that requires its consent hereunder, shall be effective only if given in writing by such party.

(c) If any provision contained in this Agreement or the application thereof to either party or any other person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, such invalid, illegal or unenforceable provision shall be replaced with one that most closely approximates the effect of such provision that is not invalid, illegal or unenforceable. Should a court refuse to so replace such provision, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties hereto.

(d) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of this Agreement by either party hereto (including by operation of law) without the prior written consent of the other party hereto shall be void. Any purchaser of a party or of all, or substantially all, a party's assets shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

(e) This Agreement (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, negotiations, agreements, arrangements and understandings between the parties hereto with respect to the subject matter hereof, (ii) may be amended or modified only in a written instrument executed by the parties hereto, and (iii) shall, except as otherwise specifically set forth herein (including as provided in Paragraph 7), cease to be effective one year after the date hereof. Without limiting the generality of the preceding sentence, any "click-through" or similar confidentiality agreement entered into by a Receiving Party or any of its Representatives in connection with accessing any electronic dataroom will have no force or effect, whether entered into before, on or after the date hereof.

(f) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED IN THAT STATE. Each party hereto irrevocably and unconditionally consents to submit to the exclusive personal jurisdiction of the courts of the State of Delaware and the United States of America, in each case located in the county of New Castle, Delaware, for such actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any such action, suit or proceeding except in such courts). Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental entity anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby in the courts of the State of Delaware and the United States of America, in each case in the county of New Castle, Delaware, and further waives the right to, and agrees not to, plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Service of any process, summons, notice or document by U.S. registered mail to your address set forth below or to the Company's address set forth below shall be effective service of process for any action, suit or proceeding brought against you or the Company, as applicable, in any court of competent jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that a party has breached this Agreement, then such breaching party shall be liable for, and shall pay, the reasonable legal fees, costs and expenses that the non-breaching party has incurred in connection with such litigation, including any appeal therefrom.

(g) It is understood that you shall not directly contact the Company or any of its affiliates regarding the Possible Transaction and that all requests for information, facility tours or management meetings will be submitted or directed only to Citi Global Markets Inc. Any notice or other communication required or permitted under this Agreement shall be treated as having been given or delivered when (i) delivered personally or by overnight courier service (costs prepaid), (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case, subject to the preceding sentence, to the addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as such party may designate by a written notice delivered to the other party hereto). You also agree not to initiate or maintain contact (except for those contacts made in the ordinary course of business and unrelated to the Possible Transaction) with any Representative (other than the Company's financial advisors and counsel), customer or supplier of the Company (or any of its affiliates) (except for those contacts made in the ordinary course of business and unrelated to the Possible Transaction), except with the express permission of the Company.

(h) The parties hereto agree that unless a definitive agreement is executed and delivered with respect to the Possible Transaction (in which case, until such execution and delivery), neither party intends to be, nor shall either of us be, under any legal obligation with respect to the Possible Transaction or otherwise, by virtue of any written or oral expressions by their respective Representatives with respect to the Possible Transaction, including any obligation to commence or continue discussions or negotiations, except for the matters specifically agreed to in this Agreement.

(i) For the convenience of the parties, this Agreement may be executed by PDF, facsimile or other electronic means and in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both parties hereto.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this Agreement enclosed herewith.

Very truly yours,

Con-Way Inc.

By: /s/ Stephen K. Krull
Name: Stephen K. Krull
Title: Executive Vice President, General Counsel & Secretary

Address: 2211 Old Earhart Road
Ann Arbor, MI 48108

Facsimile No.: 888-234-5485

E-mail Address: krull.stephen@con-way.com

Attention: Stephen K. Krull

Accepted and Agreed
as of the date
first written above:

XPO Logistics, Inc.

By: /s/ Gordon Devens
Name: Gordon Devens
Title: Senior Vice President & General Counsel

Address: Five Greenwich Office Park
Greenwich, CT 06831

Facsimile No.: 203-629-7073

E-mail Address: gordon.devens@xpo.com

Attention: Gordon Devens