

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

June 21, 2010

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Date of Report (Date of earliest event reported)

Con-way Inc.

-----  
(Exact name of registrant as specified in its charter)

Delaware	1-5046	94-1444798
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(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

2855 Campus Drive, Suite 300, San Mateo, California 94403

-----  
(Address of principal executive offices)  
(zip code)

Registrant's telephone number, including area code:  
(650) 378-5200

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(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to  
simultaneously satisfy the filing obligations of the registrant  
under any of the following provisions (see General Instruction A.2  
below):

- Written communications pursuant to Rule 425 under the Securities  
Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange  
Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under  
the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under  
the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS;  
APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN  
OFFICERS

AMENDED AND RESTATED "NON-CHANGE IN CONTROL" EXECUTIVE SEVERANCE AGREEMENTS  
-----  
AND POLICIES

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On December 14, 2009, the Compensation Committee of the Con-way Inc. Board of Directors approved, for the first time, "non-change in control" executive severance agreements for senior executives (including Messrs. Stotlar, Bruffett, Bianco, Labrie and Schmidt) and non-change in control executive severance policies for eligible lower level executives. The forms of non-change in control severance agreements offered to Messrs. Stotlar, Bruffett, Bianco, Labrie and Schmidt were attached as Exhibits 99.8, 99.9, 99.10, 99.11 and 99.12, respectively, to the Company's Report on Form 8-K filed on December 18, 2009.

The Company recently discovered that the non-change in control severance agreements (including those entered into by Messrs. Stotlar, Bruffett, Bianco, Labrie and Schmidt), and the non-change in control severance policies, contain unintended language that limits the extent to which qualifying long-term incentive awards would be subject to partial accelerated or pro-rated vesting upon a qualifying severance of employment. Specifically, the severance agreements provided for partial accelerated or prorated vesting only of qualifying long-term incentive awards granted to executives after the respective dates of their severance agreements, and the severance policies provided for partial accelerated or pro-rated vesting only of qualifying long-term incentive awards granted to eligible executives after the respective dates of the policies. On June 21, 2010 the Compensation Committee confirmed that when it approved the agreements and policies in December 2009 the Committee intended that all outstanding qualifying long-term incentive awards would be subject to partial accelerated or pro-rated vesting upon a qualifying severance of employment.

To implement the Committee's intention, amended and restated non-change in control executive severance agreements have been offered to the Company's senior executives, and the executive severance policies have been amended and restated. Copies of the amended and restated executive severance agreements offered to Messrs. Stotlar, Bruffett, Bianco, Labrie and Schmidt are attached hereto as Exhibits 99.1 through 99.5. The amended and restated agreements also incorporate the provisions of Amendment No. 1 to Severance Agreement (the form of which is attached as Exhibit 10.74 to the Company's Report on Form 10-K filed on February 26, 2010), which removed the non-competition covenant and modified the non-solicitation covenant so as to prohibit solicitation of employees only. Except as described above, the terms of the amended and restated agreements are the same as the terms of the non-change in control severance agreements described in the Company's Report on Form 8-K filed on December 18, 2009, which description is incorporated by reference herein.

#### CHANGE IN COMPENSATION OF HERBERT J. SCHMIDT

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On June 21, 2010, the Compensation Committee also approved a 25% reduction in annual base salary (from approximately \$401,000 to approximately \$301,000) for Herbert J. Schmidt, effective July 1, 2010. Mr. Schmidt is an Executive Vice President of the Company and President of the Company's Con-way Truckload subsidiary.

The base salary reduction was prompted by a proposal from Mr. Schmidt to reduce his work schedule to 75% of his current work schedule so he could devote more discretionary time to personal and family interests. The Company agreed to the proposal. Mr. Schmidt plans to continue to serve as President of Con-way Truckload for the foreseeable future, focusing on strategic management of the business, leadership development and mid-to-long term business planning.

The reduction in annual base salary will also affect the payout on Mr. Schmidt's 2010 annual cash incentive award (which is based on annual salary) as well as future incentive compensation awards that are determined based on annual base salary. The annual base salary reduction and other compensation adjustments described above are commensurate with Mr. Schmidt's reduced work schedule.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No.	Description
EX 99.1	Amended & Restated Non-Change in Control Mr. Stotlar
EX 99.2	Amended & Restated Non-Change in Control Mr. Bruffett
EX 99.3	Amended & Restated Non-Change in Control Mr. Bianco
EX 99.4	Amended & Restated Non-Change in Control Mr. Labrie
EX 99.5	Amended & Restated Non-Change in Control Mr. Schmidt

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Con-way Inc.  
-----  
(Registrant)

June 23, 2010

/s/ Jennifer W. Pileggi  
-----  
Jennifer W. Pileggi  
Executive Vice President, General Counsel  
and Corporate Secretary

EXHIBIT 99.1

AMENDED AND RESTATED SEVERANCE AGREEMENT  
(NON-CHANGE IN CONTROL)

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL), dated as of and effective June 21, 2010, is by and between Con-way Inc. (the "Employer"), and Douglas W. Stotlar (the "Executive").

WHEREAS, the Employer and the Executive entered into a Severance Agreement (Change in Control) dated as of December 18, 2009 which, on the terms and subject to the conditions contained therein, provides for the Employer to make available to the Executive certain severance payments and benefits in connection with a Change in Control (as defined in the CIC Severance Agreement);

WHEREAS, the Employer and the Executive also entered into a Severance Agreement (Non-Change in Control) dated as of December 18, 2009 (the "Original Agreement") to set forth the terms and conditions on which the Employer agreed to make available to the Executive certain severance payments and benefits in the event of the Executive's termination of employment in certain circumstances other than in connection with a Change in Control;

WHEREAS, the Employer and the Executive subsequently entered into Amendment No. 1 to Severance Agreement (Non-Change in Control) dated as of January 25, 2010 ("Amendment No. 1") in order to amend certain covenants contained in the Original Agreement;

WHEREAS, the parties have discovered that the Original Agreement contained unintended language that limited the extent to which qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance, by providing that only qualifying long-term incentive awards granted after the date of the Original Agreement would be subject to partial acceleration or pro-rated vesting;

WHEREAS, the parties now wish to enter into this Amended and Restated Severance Agreement (Non Change in Control) in order to amend and restate the provisions of the Original Agreement (as amended by Amendment No. 1) in order to correctly reflect their understanding that all qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Employer and the Executive hereby agree as follows:

- \* The attached Terms and Conditions are incorporated herein and made a part of this Agreement.
- \* Subject to the other provisions of this Agreement, if the Executive incurs a Severance the Executive shall be entitled to receive from the Employer:
  - (i) The Severance Payment (the amount of which shall be determined using a multiple (the "Severance Multiple") of two).
  - (ii) The Outplacement Services at a cost to the Employer not to exceed \$90,000; and
  - (iii) The Severance Benefits for a period of 24 months following the Severance Date (the "Severance Period").

In addition, if the Executive incurs a Severance the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions, using a number of months (the "Number of Months") equal to 24. Nothing in this Agreement shall modify or otherwise affect the vesting provisions or other terms of any of Executive's long-term incentive awards which are not Qualifying Long-Term Incentive Awards.

- \* Notwithstanding the definition of the term "Severance" in the Terms and Conditions, for purposes of this Agreement a Severance shall also include a Termination for Good Reason and (subject to the other provisions of this Agreement) upon a Termination for Good Reason the Executive shall be entitled to receive from the Employer all of the payments and benefits described above.

"Termination for Good Reason" means termination by the Executive of the Executive's employment following the occurrence (without the Executive's express written consent) of the following act by the Employer, unless such act is corrected within 30 days of receipt by the Employer of the Executive's notice of Termination for Good Reason:

- (1) A reduction of twenty percent (20%) or more in the Executive's target total direct compensation (determined using the midpoint of the applicable long-term incentive compensation opportunity range), made by the Employer in anticipation of, or within twenty-four (24) months after, the sale or other disposition (including by way of a spin-off or similar transaction) by the Company of one or more of its three principal operating units. As used herein, "target total direct compensation" means the Executive's annual base salary, target annual bonus and target long-term incentive compensation opportunity.

Notwithstanding the definition of "Severance Payment" in the attached Terms and Conditions, in the event of a Termination for Good Reason based upon clause (1) above, "Severance Payment" shall mean a payment, in lieu of any other severance payment or severance benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary as in effect immediately prior to the reduction in target total direct compensation referred to in clause (1) above and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

Except in the case of a Termination for Good Reason, in no event shall a "Severance" occur if the Executive terminates his or her employment with the Employer for any reason. The term "Cause" shall not include any actual or anticipated failure by the Executive to substantially perform the Executive's duties with the Employer after the issuance by the Executive of a notice of Termination for Good Reason.

\* Any Termination for Good Reason shall be communicated by written notice from the Executive to the Employer in accordance with Section 7.9 of the Terms and Conditions. A Notice of Termination for Good Reason shall indicate the specific provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for Termination for Good Reason. The notice of termination shall specify the termination date, which shall not be less than thirty (30) days nor more than sixty (60) days, respectively, from the date such notice is given and which (notwithstanding the definition of "Severance Date" in the Terms and Conditions) shall constitute the "Severance Date" for purposes of the Agreement. Once the Executive has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

\* If the Executive transfers to and becomes an employee of an Affiliate, the Employer shall assign this Agreement to the Affiliate (as applicable) which shall become the Employer and shall assume the obligations of the Employer.

CON-WAY INC.

EXECUTIVE

By:  
Name: Jennifer W. Pileggi  
Title: EVP General Counsel &  
Secretary

By:  
Name: Douglas W. Stotlar

TERMS AND CONDITIONS OF AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL)

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1. DEFINITIONS. As hereinafter used:

"Affiliate" means an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, including any Business Unit.

"Agreement" means the Amended and Restated Severance Agreement (Non-Change in Control) to which these Terms and Conditions are attached, including the Terms and Conditions, which are incorporated by reference in the Agreement.

"Board" means the Board of Directors of the Company.

"Business Unit" is defined in Section 2 of the EIP.

"Cause" for termination by the Employer of the Executive's employment (following the applicable procedures set forth in Section 5) means (i) fraud, misappropriation or embezzlement by the Executive against the Employer, the Company or any Affiliate, (ii) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Employer (other than any such failure resulting from the Executive's incapacity due to Disability) after a written demand for substantial performance is delivered to the Executive by or on behalf of the Employer Board, which demand specifically identifies the manner in which the Employer Board believes that the Executive has not substantially performed the Executive's duties, or (iii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Employer, the Company or an Affiliate, monetarily or otherwise. For purposes of clauses (ii) and (iii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Employer, the Company or an Affiliate.

"Change in Control" has the meaning set forth in the CIC Severance Agreement.

"CIC Severance Agreement" means the Severance Agreement (Change in Control) dated as of December 18, 2009, as amended, entered into by the Executive and the Employer.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, supplemented or substituted from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Con-way Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

"Disability" means a physical or mental illness or condition causing the Executive's inability to substantially perform the Executive's duties with the Employer.

"EIP" means the Company's 2006 Equity and Incentive Plan, as amended from time to time, or any successor plan.

"Employer" means the entity specified in the first paragraph of the Agreement or any assignee or successor. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Agreement will be assigned, resulting in a change in the Employer. A draft form of assignment and assumption is attached as Exhibit B.

"Employer Board" means the Board of Directors of the Employer.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

"Executive" means the individual specified in the first paragraph of the Agreement.

"Health Benefits" means health maintenance organization, insured or self-funded medical, dental, vision, prescription drug and behavioral health benefits.

"Involuntary Termination" means the actual termination of the Executive's employment by the Employer for any reason other than death, Disability, Cause or Change in Control. Under no circumstances shall any alleged constructive termination of the Executive's employment constitute an Involuntary Termination.

"Number of Months" has the meaning specified in the Agreement.

"Outplacement Services" means professional outplacement services determined by the Employer to be suitable to the Executive's position. The maximum amount that the Employer will pay for such services is set forth in the Agreement. The outplacement services shall be made available until the earlier of (i) such time as the aggregate cost to the Employer of the outplacement services reaches the maximum amount specified in the Agreement, and (ii) the date on which the Executive obtains another full-time job. The Employer will not pay the Executive cash in lieu of professional outplacement services.

"Person" means any person, as such term is used in Sections 13(d) and 14(d) of the Exchange Act other than (i) the Company or its Affiliates, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or its Affiliates, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock.

"Qualifying Long-Term Incentive Award" means:

- (i) a stock option, stock appreciation right ("SAR") or similar award, or a restricted stock or restricted stock unit ("RSU") award (whether cash-based or equity-based, and whether payable in cash or in stock);
- (ii) that is outstanding on the Severance Date;
- (iii) that has a vesting period that is longer than one year in duration; and
- (iv) that is non-performance-based or, if performance-based, is based solely on changes in the price of the Company's common stock.

"Severance" means an Involuntary Termination.

"Severance Benefits" means Health Benefits for the Severance Period substantially similar to those provided to Executive and Executive's dependents by or on behalf of the Executive's Employer immediately prior to the Severance Date. To the extent possible, the Health Benefits shall be provided at the Employer's expense through COBRA, in accordance with the applicable plans, programs or policies of the Company. For any portion (if any) of the Severance Period in which the Health Benefits cannot be provided through COBRA, the Employer shall promptly purchase, at its own expense and at no cost to the Executive, an individual policy from an A-rated third party insurer under which Executive and Executive's dependents shall receive the benefits described above (with no preexisting condition limitations).

The Health Benefits shall be reduced to the extent benefits of same type are actually received by or are made available to Executive and Executive's dependents, as set forth below (and Executive shall promptly notify Employer or any successor company of any such benefits):

(a) The Health Benefits shall be reduced to the extent benefits of the same type are actually received by the Executive or the Executive's dependents following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions; or

(b) The Health Benefits shall be reduced to the extent benefits of the same type are made available to the Executive and Executive's dependents (whether or not Executive elects to actually receive such benefits) by a new employer of Executive following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions are applicable;

provided, however, for avoidance of doubt, benefits made available to one or more of Executive and Executive's dependents by the employer of Executive's spouse shall not reduce the Health Benefits otherwise available, except to the extent the Executive's spouse elects to receive such benefits from his or her employer;

The Employer shall reimburse the Executive for the excess, if any, of the cost to the Executive of Health Benefits over such cost immediately prior to the Severance.

If the Executive dies, the Employer shall continue to provide the Executive's dependents with the Health Benefits otherwise receivable on the same basis as if the Executive had survived.

If any such benefits are treated as deferred compensation subject to Code section 409A and the Executive is a Specified Employee, the Executive shall pay the full cost of such benefits for the first six months after the Severance Date and the Employer shall reimburse the Executive for such payments as soon as practicable thereafter but not later than nine (9) months from the date the Executive paid such costs.

"Severance Date" means the date on which an Executive incurs a Severance, which shall be the date of termination as determined under Section 5.2.

"Severance Multiple" has the meaning set forth in the Agreement.

"Severance Payment" means a payment, in lieu of any other severance payment or benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary immediately prior to the time of Severance and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

"Severance Period" has the meaning set forth in the Agreement.

"Specified Employee" has the meaning set forth in the Con-way Inc. 2005 Deferred Compensation Plan for Executives and Key Employees, as amended and restated in December 2008 and as subsequently amended from time to time.

"Target Bonus" means, for any calendar year, an amount equal to (i) the Executive's Annual Compensation (as defined in the Company's Executive Incentive Plan) for that calendar year multiplied by (ii) the Participation Percentage (as defined in the Executive Incentive Plan) applicable to executives in the Executive's grade level (i.e., E1, E2, E3, E4 or E5) for that calendar year, as determined by the Compensation Committee of the Board. "Target Bonus" shall be determined in the manner provided in the preceding sentence whether or not the Executive is a participant in the Executive Incentive Plan during that calendar year, and shall not be based on the Executive's target bonus under any other

annual incentive plan in which the Executive participates during that calendar year. If during the calendar year for which the Target Bonus is determined the Executive has not assigned to an executive grade level of E1, E2, E3, E4 or E5, the Executive's grade level for purposes of this definition shall be the grade level between E1 and E5 that the Compensation Committee of the Board has determined is equivalent to the Executive's actual grade level.

"Tax Counsel" means reputable outside tax counsel retained by the Employer and reasonably acceptable to the Executive.

"Taxes" means all federal, state, local and other taxes, to the extent applicable to all or any part of the Severance Payment and/or Severance Benefits.

"Terms and Conditions" means these terms and conditions.

"Vesting Provisions" means:

(a) for each stock option, stock appreciation right ("SAR") or similar award, and for each non-performance based restricted stock or restricted stock unit ("RSU") award, in each case that is a Qualifying Long-Term Incentive Award scheduled to vest in installments over time, all unvested options, SARs or similar units, shares of restricted stock or RSUs included in such award that are scheduled to vest on or before the date that is the Number of Months after the Severance Date shall vest; and

(b) for each stock option, SAR or similar award, and for each non-performance based restricted stock or RSU award, in each case that is a Qualifying Long-Term Incentive Award subject to cliff-vesting, a percentage of the award shall vest, with the percentage determined by dividing the Number of Months by the total number of months in the cliff-vesting period.

Example 1: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a stock option grant that is scheduled to vest in three equal installments, on January 1, 2010, January 1, 2011 and January 1, 2012, respectively. Executive A incurs a Severance on December 20, 2009. On the Severance Date the stock option installments scheduled to vest on January 1, 2010 and January 1, 2011 would vest but the installment scheduled to vest on January 1, 2012 (more than 18 months after the Severance Date) would not vest under the Vesting Provisions.

Example 2: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a grant of 10,000 restricted stock units with 36 month cliff vesting. Executive A incurs a Severance on December 20, 2009. On the Severance Date 5,000 restricted stock units (18 months/36 months) would vest under the Vesting Provisions.

## 2. PRIOR ARRANGEMENTS; CIC SEVERANCE AGREEMENTS.

2.1 The parties agree that all prior employment, separation, severance, termination, change of control, or similar agreements, arrangements, or plans (other than the CIC Severance Agreement), whether oral or written, covering the Executive are terminated and superseded and any notice periods with respect to such terminations are deemed satisfied or explicitly waived.

2.2 The parties further agree that the CIC Severance Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to the conditions contained therein) only upon a qualifying severance in connection with a Change in Control, and that this Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to conditions contained herein) only in connection with a qualifying severance

occurring other than in connection with a Change in Control. In no event and under no circumstances shall the Executive be entitled to receive severance payments and benefits under both the CIC Severance Agreement and under this Agreement.

3. COMPENSATION OTHER THAN SEVERANCE PAYMENT AND SEVERANCE BENEFITS.

3.1 If the Executive shall incur a Severance, the Employer shall pay the Executive's full salary to the Executive through the Severance Date at the rate in effect immediately prior to the Severance Date, together with all compensation and benefits payable to the Executive through the Severance Date under the terms of the Employer's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Severance Date.

3.2 If the Executive shall incur a Severance, the Employer shall pay to the Executive the Executive's normal post termination compensation and benefits as such payments become due (other than severance payments under any severance plan as in effect immediately prior to the Severance). Such post termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Severance.

4. SEVERANCE PAYMENT AND SEVERANCE BENEFITS; OUTPLACEMENT SERVICES; VESTING OF QUALIFYING LONG-TERM INCENTIVE AWARDS.

4.1 Subject to the other provisions of this Agreement (including, without limitation, Section 5 of these Terms and Conditions), if the Executive incurs a Severance, the Executive shall be entitled to receive from the Employer the Severance Payment, the Severance Benefits and the Outplacement Services. In addition, the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions.

4.2 The Employer shall pay to the Executive the Severance Payment and any Severance Benefits that are payable in cash, in each case less amounts withheld for Taxes as required under applicable law, on the earliest date or dates permitted under Code section 409A, as determined by Tax Counsel or, in the absence of a determination by Tax Counsel, on the date that is six (6) months and one (1) day after the Severance Date (or as soon as practicable thereafter, but in no event later than ten (10) business days immediately following such date). The Employer shall use good faith efforts to obtain from Tax Counsel the determinations contemplated by this Section 4.2. The Executive shall be liable for the payment of all Taxes. The Employer shall be entitled to withhold from amounts to be paid to the Executive hereunder any Taxes which it is from time to time required to withhold.

4.3 The Executive shall not be eligible to receive the Severance Payment, Severance Benefits or Outplacement Services unless the Executive (or, in the event of the death of the Executive, the executor, personal representative or administrator of the Executive's estate) first executes a written release substantially in the form attached as Exhibit A hereto on or after the Severance Date and such release becomes effective prior to the time that the Executive (or the Executive's estate, as applicable) is to receive all or any part of the Severance Payment, the Severance Benefits or the Outplacement Services.

4.4 In the event that the Executive or a dependent of the Executive believes that he or she is not receiving the full amounts to which he or she is entitled under the Agreement, such person may make a claim to the Employer Board and the claims procedure set forth in Section 15 of the EIP shall apply with the Employer Board treated as the Committee. Although claims for amounts under this Agreement are governed by claims procedures under the EIP that also apply to ERISA-covered claims, neither this Agreement nor any amounts payable hereunder are, or are intended to be, governed by ERISA.

4.5 Any further dispute or controversy arising under or in connection with the Agreement which remains after the final decision of the Employer Board as contemplated by Section 4.4 shall be settled exclusively by arbitration, conducted before a single neutral arbitrator in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes as then in effect. Such arbitration shall be conducted in the metropolitan area closest to where the Executive lives. Judgment may be entered on the arbitrator's award in any court having jurisdiction over such metropolitan area; provided however, that the Executive shall be entitled to seek specific performance of his/her right to be paid or to receive benefits hereunder during the pendency of any dispute or controversy under or in connection with this Agreement. The fees and expenses of the arbitrator and the arbitration shall be borne by the Employer.

If, for any legal reason, a controversy arising from or concerning the interpretation or application of this Agreement cannot be arbitrated as provided above, the parties agree that any civil action shall be brought in United States District Court in the metropolitan area closest to where the Executive lives or, only if there is no basis for federal jurisdiction, in state court closest to where the Executive lives. The parties further agree that any such civil action shall be tried to the court, sitting without a jury. The parties knowingly and voluntarily waive trial by jury.

Notwithstanding the foregoing, if at the time a dispute or controversy arises the Executive is working outside of the United States, and if at such time the Executive maintains a residence in the United States, the dispute or controversy will be resolved (i) by arbitration in the metropolitan area closest to the Executive's residence in the United States or (ii) by litigation in the United States District Court in the metropolitan area closest to the Executive's residence in the United States or, only if there is no basis for federal jurisdiction, in state court closest to the Executive's residence in the United States. If the Executive does not maintain a United States residence at such time, the dispute or controversy will be subject to arbitration in San Mateo, California or to litigation in the United States District Court for the Northern District of California (or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California).

4.6 The Employer shall pay to the Executive all legal fees and expenses incurred by the Executive in seeking in good faith to obtain or enforce any benefit or right provided by the Agreement. Such payment shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require. The Employer shall not be obligated to pay legal fees and expenses incurred by any person other than the Executive or the Executive's successor in interest hereunder. However, the Employer shall be obligated to pay legal fees and expenses incurred by the Executive on behalf of the Executive's dependents and legal fees and expenses incurred by the estate of the Executive on behalf of the Executive or the Executive's dependents.

4.7 The Employer agrees that, if the Executive incurs a Severance, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive hereunder. Further, the amount of any payment or benefit provided for in the Agreement shall not be reduced (except as provided in the definition of Severance Benefits) by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Employer, or otherwise.

## 5. NOTICE OF TERMINATION.

5.1 Any Involuntary Termination shall be communicated by written notice

from the Employer to the Executive in accordance with Section 7.9, and shall follow the applicable procedures set forth in this Section 5. A notice of termination for Cause shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Employer Board at a meeting of the Employer Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive of no less than thirty (30) days and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Employer Board and to have no less than thirty (30) days to substantially cure the acts or omissions that are the basis for Executive's termination of employment) finding that, in the good faith opinion of the Employer Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

5.2 The notice of termination from the Employer shall specify the date of termination, which shall not be less than ten (10) days from the date such notice of termination is given. Once the Employer has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

## 6. RESTRICTIVE COVENANTS.

6.1 Confidential Information. The Executive agrees, during the Executive's employment and at all times thereafter, that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of Employer, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to Employer, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment with the Employer. This Section 6.1 applies to, but is not limited to, the Employer's, and its parent's, subsidiaries', and affiliates' legal matters, technical data, systems and programs, financial and planning data, business development or strategic plans or data, marketing strategies, software development, product development, pricing, customer information, trade secrets, personnel information, and other privileged or confidential business information.

The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Executive at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

6.2 Non-Solicitation. The Executive agrees that during the Executive's employment and at all times thereafter during the Severance Period, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Employer to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Employer or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

6.3 Non-Disparagement. The Executive agrees, during the Executive's employment and at all times thereafter, not to make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Employer, the Company or any Affiliate, or their respective employees, officers, directors, products or services. The Employer agrees that it shall use its best reasonable efforts to assure that none of its executive officers or directors make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Executive. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this requirement.

6.4 Reasonableness. In the event the provisions of this Section 6 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

6.5 Equitable Relief.

(a) Executive acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate interests of Employer, that the Employer would not have entered into the Agreement in the absence of such restrictions, and that any violation of any provision of this Section 6 will result in irreparable injury to Employer. By entering into the Agreement, the Executive represents that his or her experience and capabilities are such that the restrictions contained in this Section 6 will not prevent the Executive from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Executive further represents and acknowledges that (i) he or she has been advised by Employer to consult his or her own legal counsel in respect of this Agreement, and (ii) that he or she has had full opportunity, prior to agreeing to enter into the Agreement, to review thoroughly this Agreement with his or her counsel.

(b) Executive agrees that Employer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. In the event that any of the provisions of this Section 6 should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Executive irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Section 6, including without limitation, any action commenced by the Employer or the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the Northern District of California, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Executive may have to the laying of venue of any such suit, action or proceeding in any such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 7.9.

6.6 Survival of Provisions. The obligations contained in this Section

shall survive the termination of Executive's employment with Employer and shall be fully enforceable thereafter.

7. GENERAL PROVISIONS.

7.1 Except as otherwise provided herein or by law, no right or interest of the Executive under the Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under the Agreement shall be liable for, or subject to, any obligation or liability of such Executive. When a payment is due under the Agreement to an Executive who is unable to care for his or her affairs, payment may be made directly to the Executive's legal guardian or personal representative.

7.2 If the Employer, the Company or any Affiliate is obligated pursuant to applicable law or by virtue of being a party to a contract (other than this Agreement) to pay severance pay, a termination indemnity, notice pay or the like or if the Employer, the Company or any Affiliate is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

7.3 Neither the entering into of this Agreement, nor the payment of any benefits hereunder shall be construed as giving the Executive, or any person whomsoever, the right to be retained in the service of the Employer, and the Executive shall remain subject to discharge to the same extent as if the Agreement had never been executed.

7.4 If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed and enforced as if such provisions had not been included.

7.5 The Company, the Employer and the Executive intend for the Agreement to comply with the requirements of Code section 409A such that none of the payments hereunder will result in compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A). The Agreement shall be interpreted in a manner consistent with such intent.

If any provision of the Agreement would cause compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A), such provision shall be void, and the Employer shall have the unilateral right to amend the Agreement retroactively for compliance with Code section 409A in such a way as to achieve substantially similar economic results without causing such inclusion. Any such amendment shall be binding on the Executive. In the event the Agreement does not comply with the requirements of Code section 409A, the Executive will be solely responsible for any adverse tax consequences to the Executive.

7.6 The Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Employer and its successors and assigns, and by the Executive and by the personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while any amount would still be payable to the Executive (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Agreement to the executors, personal representatives or administrators of the Executive's estate.

7.7 The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

7.8The Agreement shall not be funded. The Executive shall not have any right to, or interest in, any assets of the Employer which may be applied by the Employer to the payment of benefits or other rights under the Agreement.

7.9All notices and all other communications provided for in the Agreement (i) shall be in writing, (ii) shall be hand delivered, sent by overnight courier or by United States registered mail, return receipt requested and postage prepaid, addressed, in the case of the Employer, to the principal office of the Employer, attention President, and in the case of the Company, to 2855 Campus Drive, San Mateo, California 94403, attention General Counsel, and in the case of the Executive, to the last known address of the Executive, and (iii) shall be effective only upon actual receipt.

7.10The Agreement shall be construed and enforced according to the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) to the extent not preempted by federal law, which shall otherwise control.

\*\*\*\*\*

EXHIBIT A

#### WAIVER AND RELEASE OF CLAIMS

In consideration of, and subject to, the payment to be made to me by (the "Employer") of the "Severance Payment" (in each case as defined in the Amended and Restated Severance Agreement (Non-Change in Control), dated as of , entered into between me and the Employer (the "Agreement")), I hereby waive any claims I may have for employment or re-employment by the Employer or any parent or subsidiary of the Employer after the date hereof, and I further agree to and do release and forever discharge the Employer and any parent or subsidiary of the Employer, and their respective past and present officers, directors, shareholders, insurers, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with the Employer or any parent or subsidiary of the Employer, or the termination thereof, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, the Civil Rights Acts, Age Discrimination in Employment Act as amended by the Older Workers' Benefits Protection Act, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, or any other federal, state or local legislation or common law relating to employment or discrimination in employment or otherwise; provided however, that no claim that I may have against the Employer in any capacity other than as an Employer shall be waived pursuant to this Waiver and Release.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims shall adversely affect (i) my rights to ongoing Severance Benefits under the terms of the Agreement; (ii) my rights to benefits (other than severance payments or benefits) under plans, programs and arrangements of the Employer or any parent or subsidiary of the Employer; (iii) my rights to indemnification under any indemnification agreement, applicable law or the certificates of incorporation or bylaws of the Employer or any parent or subsidiary of the Employer, (iv) my rights under any director's and officers' liability insurance policy covering me, (v) my workers compensation rights, or (vi) my unemployment insurance rights.

I acknowledge that I have signed this Waiver and Release of Claims voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and the Employer's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Agreement and that my entitlement thereto shall be governed by the terms and conditions of the Agreement and any applicable plan. I expressly hereby consent to such terms and conditions.

I acknowledge that (i) I am waiving any rights or claims I might have under

the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (ii) I have received consideration beyond that to which I was previously entitled; (iii) I have been given forty-five (45) days to review and consider this Waiver and Release of Claims (unless I have signed a written waiver of such review and consideration period); (iv) I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by the Employer to do so if I choose; and (vi) I have been separately furnished a written schedule of all persons, listed by job title and age, within the affected decisional unit who were selected and not selected for the benefits extended by this Agreement, as may be required by the ADEA. I may revoke this Waiver and Release of Claims seven days or less after its execution by providing written notice to the Employer. I acknowledge that it is my intention and the intention of the Employer in executing this Waiver and Release of Claims that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, I hereby expressly waive any and all rights and benefits conferred upon me by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to me, and expressly I consent that this Waiver and Release of Claims shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver and Release of Claims and which, if known or suspected at the time of executing this Waiver and Release of Claims, may have materially affected this settlement.

Finally, I acknowledge that I have read this Waiver and Release of Claims and understand all of its terms.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date Signed \_\_\_\_\_

\*\*\*\*\*

EXHIBIT B

Assignment and Assumption of  
Amended and Restated Severance Agreement  
Between \_\_\_\_\_ and  
\_\_\_\_\_  
As of \_\_\_\_\_

(the "Old Employer") and \_\_\_\_\_ (the "Executive") have entered into an Amended and Restated Severance Agreement (Non-Change in Control) dated \_\_\_\_\_ (the "Agreement"). The Executive is transferring employment from the Old Employer to \_\_\_\_\_ (the "New Employer"), effective \_\_\_\_\_. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Old Employer shall assign the Agreement to the Company or Affiliate. To order to carry out the provisions of the last bullet of the Agreement -

1. The Old Employer hereby assigns the Agreement to the New Employer.

2. The New Employer hereby assumes the obligations of the Old Employer under the Agreement.
3. The assignment and assumption are effective as of the date employment is transferred.
4. The Executive hereby acknowledges receipt of notice of the assignment and assumption.

THE OLD EMPLOYER	THE NEW EMPLOYER
By:	By:
Name:	Name:
Title:	Title:
-----	
EXECUTIVE	
Name:	
-----	

EXHIBIT 99.2

AMENDED AND RESTATED SEVERANCE AGREEMENT  
(NON-CHANGE IN CONTROL)

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL), dated as of and effective June 21, 2010, is by and between Con-way Inc. (the "Employer"), and Stephen L. Bruffett (the "Executive").

WHEREAS, the Employer and the Executive entered into a Severance Agreement (Change in Control) dated as of December 18, 2009 which, on the terms and subject to the conditions contained therein, provides for the Employer to make available to the Executive certain severance payments and benefits in connection with a Change in Control (as defined in the CIC Severance Agreement);

WHEREAS, the Employer and the Executive also entered into a Severance Agreement (Non-Change in Control) dated as of December 18, 2009 (the "Original Agreement") to set forth the terms and conditions on which the Employer agreed to make available to the Executive certain severance payments and benefits in the event of the Executive's termination of employment in certain circumstances other than in connection with a Change in Control;

WHEREAS, the Employer and the Executive subsequently entered into Amendment No. 1 to Severance Agreement (Non-Change in Control) dated as of January 25, 2010 ("Amendment No. 1") in order to amend certain covenants contained in the Original Agreement;

WHEREAS, the parties have discovered that the Original Agreement contained unintended language that limited the extent to which qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance, by providing that only qualifying long-term incentive awards granted after the date of the Original Agreement would be subject to partial acceleration or pro-rated vesting;

WHEREAS, the parties now wish to enter into this Amended and Restated Severance Agreement (Non Change in Control) in order to amend and restate the provisions of the Original Agreement (as amended by Amendment No. 1) in order to correctly reflect their understanding that all qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Employer and the Executive hereby agree as follows:

- \* The attached Terms and Conditions are incorporated herein and made a part of this Agreement.
- \* Subject to the other provisions of this Agreement, if the Executive incurs a Severance the Executive shall be entitled to receive from the Employer:
  - (i) The Severance Payment (the amount of which shall be determined using a multiple (the "Severance Multiple") of one and one half).
  - (ii) The Outplacement Services at a cost to the Employer not to exceed \$25,000; and
  - (iii) The Severance Benefits for a period of 18 months following the Severance Date (the "Severance Period").

In addition, if the Executive incurs a Severance the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions, using a number of months (the "Number of Months") equal to 18. Nothing in this Agreement shall modify or otherwise affect the vesting provisions or other terms of any of Executive's long-term incentive awards which are not Qualifying Long-Term Incentive Awards.

- \* Notwithstanding the definition of the term "Severance" in the Terms and Conditions, for purposes of this Agreement a Severance shall also include a Termination for Good Reason and (subject to the other provisions of this Agreement) upon a Termination for Good Reason the Executive shall be entitled to receive from the Employer all of the payments and benefits described above.

"Termination for Good Reason" means termination by the Executive of the Executive's employment following the occurrence (without the Executive's express written consent) of the following act by the Employer, unless such act is corrected within 30 days of receipt by the Employer of the Executive's notice of Termination for Good Reason:

- (1) A reduction of twenty percent (20%) or more in the Executive's target total direct compensation (determined using the midpoint of the applicable long-term incentive compensation opportunity range), made by the Employer in anticipation of, or within twenty-four (24) months after, the sale or other disposition (including by way of a spin-off or similar transaction) by the Company of one or more of its three principal operating units. As used herein, "target total direct compensation" means the Executive's annual base salary, target annual bonus and target long-term incentive compensation opportunity.

Notwithstanding the definition of "Severance Payment" in the attached Terms and Conditions, in the event of a Termination for Good Reason based upon clause (1) above, "Severance Payment" shall mean a payment, in lieu of any other severance payment or severance benefit pursuant to any

other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary as in effect immediately prior to the reduction in target total direct compensation referred to in clause (1) above and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

Except in the case of a Termination for Good Reason, in no event shall a "Severance" occur if the Executive terminates his or her employment with the Employer for any reason. The term "Cause" shall not include any actual or anticipated failure by the Executive to substantially perform the Executive's duties with the Employer after the issuance by the Executive of a notice of Termination for Good Reason.

\* Any Termination for Good Reason shall be communicated by written notice from the Executive to the Employer in accordance with Section 7.9 of the Terms and Conditions. A Notice of Termination for Good Reason shall indicate the specific provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for Termination for Good Reason. The notice of termination shall specify the termination date, which shall not be less than thirty (30) days nor more than sixty (60) days, respectively, from the date such notice is given and which (notwithstanding the definition of "Severance Date" in the Terms and Conditions) shall constitute the "Severance Date" for purposes of the Agreement. Once the Executive has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

\* If the Executive transfers to and becomes an employee of an Affiliate, the Employer shall assign this Agreement to the Affiliate (as applicable) which shall become the Employer and shall assume the obligations of the Employer.

CON-WAY INC.

EXECUTIVE

By:  
Name: Jennifer W. Pileggi  
Title: EVP General Counsel &  
Secretary

By:  
Name: Stephen L. Bruffett

TERMS AND CONDITIONS OF AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL)

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1. DEFINITIONS. As hereinafter used:

"Affiliate" means an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, including any Business Unit.

"Agreement" means the Amended and Restated Severance Agreement (Non-Change in Control) to which these Terms and Conditions are attached, including the Terms and Conditions, which are incorporated by reference in the Agreement.

"Board" means the Board of Directors of the Company.

"Business Unit" is defined in Section 2 of the EIP.

"Cause" for termination by the Employer of the Executive's employment (following the applicable procedures set forth in Section 5) means (i) fraud, misappropriation or embezzlement by the Executive against the Employer, the Company or any Affiliate, (ii) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Employer (other than any such failure resulting from the Executive's incapacity due to Disability) after a written demand for substantial performance is delivered to the Executive by or on behalf of the Employer Board, which demand specifically identifies the manner in which the Employer Board believes that the Executive has not substantially performed the Executive's duties, or (iii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Employer, the Company or an Affiliate, monetarily or otherwise. For purposes of clauses (ii) and (iii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Employer, the Company or an Affiliate.

"Change in Control" has the meaning set forth in the CIC Severance Agreement.

"CIC Severance Agreement" means the Severance Agreement (Change in Control) dated as of December 18, 2009, as amended, entered into by the Executive and the Employer.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, supplemented or substituted from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Con-way Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

"Disability" means a physical or mental illness or condition causing the Executive's inability to substantially perform the Executive's duties with the Employer.

"EIP" means the Company's 2006 Equity and Incentive Plan, as amended from time to time, or any successor plan.

"Employer" means the entity specified in the first paragraph of the Agreement or any assignee or successor. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Agreement will be assigned, resulting in a change in the Employer. A draft form of assignment and assumption is attached as Exhibit B.

"Employer Board" means the Board of Directors of the Employer.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended

from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

"Executive" means the individual specified in the first paragraph of the Agreement.

"Health Benefits" means health maintenance organization, insured or self-funded medical, dental, vision, prescription drug and behavioral health benefits.

"Involuntary Termination" means the actual termination of the Executive's employment by the Employer for any reason other than death, Disability, Cause or Change in Control. Under no circumstances shall any alleged constructive termination of the Executive's employment constitute an Involuntary Termination.

"Number of Months" has the meaning specified in the Agreement.

"Outplacement Services" means professional outplacement services determined by the Employer to be suitable to the Executive's position. The maximum amount that the Employer will pay for such services is set forth in the Agreement. The outplacement services shall be made available until the earlier of (i) such time as the aggregate cost to the Employer of the outplacement services reaches the maximum amount specified in the Agreement, and (ii) the date on which the Executive obtains another full-time job. The Employer will not pay the Executive cash in lieu of professional outplacement services.

"Person" means any person, as such term is used in Sections 13(d) and 14(d) of the Exchange Act other than (i) the Company or its Affiliates, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or its Affiliates, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock.

"Qualifying Long-Term Incentive Award" means:

- (i) a stock option, stock appreciation right ("SAR") or similar award, or a restricted stock or restricted stock unit ("RSU") award (whether cash-based or equity-based, and whether payable in cash or in stock);
- (ii) that is outstanding on the Severance Date;
- (iii) that has a vesting period that is longer than one year in duration; and
- (iv) that is non-performance-based or, if performance-based, is based solely on changes in the price of the Company's common stock.

"Severance" means an Involuntary Termination.

"Severance Benefits" means Health Benefits for the Severance Period substantially similar to those provided to Executive and Executive's dependents by or on behalf of the Executive's Employer immediately prior to the Severance Date. To the extent possible, the Health Benefits shall be provided at the Employer's expense through COBRA, in accordance with the applicable plans, programs or policies of the Company. For any portion (if any) of the Severance Period in which the Health Benefits cannot be provided through COBRA, the Employer shall promptly purchase, at its own expense and at no cost to the Executive, an individual policy from an A-rated third party insurer under which Executive and Executive's dependents shall receive the benefits described above (with no preexisting condition limitations).

The Health Benefits shall be reduced to the extent benefits of same type are actually received by or are made available to Executive and

Executive's dependents, as set forth below (and Executive shall promptly notify Employer or any successor company of any such benefits):

(a) The Health Benefits shall be reduced to the extent benefits of the same type are actually received by the Executive or the Executive's dependents following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions; or

(b) The Health Benefits shall be reduced to the extent benefits of the same type are made available to the Executive and Executive's dependents (whether or not Executive elects to actually receive such benefits) by a new employer of Executive following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions are applicable;

provided, however, for avoidance of doubt, benefits made available to one or more of Executive and Executive's dependents by the employer of Executive's spouse shall not reduce the Health Benefits otherwise available, except to the extent the Executive's spouse elects to receive such benefits from his or her employer;

The Employer shall reimburse the Executive for the excess, if any, of the cost to the Executive of Health Benefits over such cost immediately prior to the Severance.

If the Executive dies, the Employer shall continue to provide the Executive's dependents with the Health Benefits otherwise receivable on the same basis as if the Executive had survived.

If any such benefits are treated as deferred compensation subject to Code section 409A and the Executive is a Specified Employee, the Executive shall pay the full cost of such benefits for the first six months after the Severance Date and the Employer shall reimburse the Executive for such payments as soon as practicable thereafter but not later than nine (9) months from the date the Executive paid such costs.

"Severance Date" means the date on which an Executive incurs a Severance, which shall be the date of termination as determined under Section 5.2.

"Severance Multiple" has the meaning set forth in the Agreement.

"Severance Payment" means a payment, in lieu of any other severance payment or benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary immediately prior to the time of Severance and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

"Severance Period" has the meaning set forth in the Agreement.

"Specified Employee" has the meaning set forth in the Con-way Inc. 2005 Deferred Compensation Plan for Executives and Key Employees, as amended and restated in December 2008 and as subsequently amended from time to time.

"Target Bonus" means, for any calendar year, an amount equal to (i) the Executive's Annual Compensation (as defined in the Company's Executive Incentive Plan) for that calendar year multiplied by (ii) the Participation Percentage (as defined in the Executive Incentive Plan) applicable to executives in the Executive's grade level (i.e., E1, E2, E3, E4 or E5) for that calendar year, as determined by the Compensation Committee of the Board. "Target Bonus" shall be determined in the manner provided in the preceding sentence whether or not the Executive is a participant in the Executive Incentive Plan during that calendar year, and shall not be based on the Executive's target bonus under any other annual incentive plan in which the Executive participates during that calendar year. If during the calendar year for which the Target Bonus is

determined the Executive has not assigned to an executive grade level of E1, E2, E3, E4 or E5, the Executive's grade level for purposes of this definition shall be the grade level between E1 and E5 that the Compensation Committee of the Board has determined is equivalent to the Executive's actual grade level.

"Tax Counsel" means reputable outside tax counsel retained by the Employer and reasonably acceptable to the Executive.

"Taxes" means all federal, state, local and other taxes, to the extent applicable to all or any part of the Severance Payment and/or Severance Benefits.

"Terms and Conditions" means these terms and conditions.

"Vesting Provisions" means:

- (a) for each stock option, stock appreciation right ("SAR") or similar award, and for each non-performance based restricted stock or restricted stock unit ("RSU") award, in each case that is a Qualifying Long-Term Incentive Award scheduled to vest in installments over time, all unvested options, SARs or similar units, shares of restricted stock or RSUs included in such award that are scheduled to vest on or before the date that is the Number of Months after the Severance Date shall vest; and
- (b) for each stock option, SAR or similar award, and for each non-performance based restricted stock or RSU award, in each case that is a Qualifying Long-Term Incentive Award subject to cliff-vesting, a percentage of the award shall vest, with the percentage determined by dividing the Number of Months by the total number of months in the cliff-vesting period.

Example 1: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a stock option grant that is scheduled to vest in three equal installments, on January 1, 2010, January 1, 2011 and January 1, 2012, respectively. Executive A incurs a Severance on December 20, 2009. On the Severance Date the stock option installments scheduled to vest on January 1, 2010 and January 1, 2011 would vest but the installment scheduled to vest on January 1, 2012 (more than 18 months after the Severance Date) would not vest under the Vesting Provisions.

Example 2: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a grant of 10,000 restricted stock units with 36 month cliff vesting. Executive A incurs a Severance on December 20, 2009. On the Severance Date 5,000 restricted stock units (18 months/36 months) would vest under the Vesting Provisions.

## 2. PRIOR ARRANGEMENTS; CIC SEVERANCE AGREEMENTS.

2.1 The parties agree that all prior employment, separation, severance, termination, change of control, or similar agreements, arrangements, or plans (other than the CIC Severance Agreement), whether oral or written, covering the Executive are terminated and superseded and any notice periods with respect to such terminations are deemed satisfied or explicitly waived.

2.2 The parties further agree that the CIC Severance Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to the conditions contained therein) only upon a qualifying severance in connection with a Change in Control, and that this Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to conditions contained herein) only in connection with a qualifying severance occurring other than in connection with a Change in Control. In no event and under no circumstances shall the Executive be entitled to

receive severance payments and benefits under both the CIC Severance Agreement and under this Agreement.

3. COMPENSATION OTHER THAN SEVERANCE PAYMENT AND SEVERANCE BENEFITS.

3.1 If the Executive shall incur a Severance, the Employer shall pay the Executive's full salary to the Executive through the Severance Date at the rate in effect immediately prior to the Severance Date, together with all compensation and benefits payable to the Executive through the Severance Date under the terms of the Employer's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Severance Date.

3.2 If the Executive shall incur a Severance, the Employer shall pay to the Executive the Executive's normal post termination compensation and benefits as such payments become due (other than severance payments under any severance plan as in effect immediately prior to the Severance). Such post termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Severance.

4. SEVERANCE PAYMENT AND SEVERANCE BENEFITS; OUTPLACEMENT SERVICES; VESTING OF QUALIFYING LONG-TERM INCENTIVE AWARDS.

4.1 Subject to the other provisions of this Agreement (including, without limitation, Section 5 of these Terms and Conditions), if the Executive incurs a Severance, the Executive shall be entitled to receive from the Employer the Severance Payment, the Severance Benefits and the Outplacement Services. In addition, the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions.

4.2 The Employer shall pay to the Executive the Severance Payment and any Severance Benefits that are payable in cash, in each case less amounts withheld for Taxes as required under applicable law, on the earliest date or dates permitted under Code section 409A, as determined by Tax Counsel or, in the absence of a determination by Tax Counsel, on the date that is six (6) months and one (1) day after the Severance Date (or as soon as practicable thereafter, but in no event later than ten (10) business days immediately following such date). The Employer shall use good faith efforts to obtain from Tax Counsel the determinations contemplated by this Section 4.2. The Executive shall be liable for the payment of all Taxes. The Employer shall be entitled to withhold from amounts to be paid to the Executive hereunder any Taxes which it is from time to time required to withhold.

4.3 The Executive shall not be eligible to receive the Severance Payment, Severance Benefits or Outplacement Services unless the Executive (or, in the event of the death of the Executive, the executor, personal representative or administrator of the Executive's estate) first executes a written release substantially in the form attached as Exhibit A hereto on or after the Severance Date and such release becomes effective prior to the time that the Executive (or the Executive's estate, as applicable) is to receive all or any part of the Severance Payment, the Severance Benefits or the Outplacement Services.

4.4 In the event that the Executive or a dependent of the Executive believes that he or she is not receiving the full amounts to which he or she is entitled under the Agreement, such person may make a claim to the Employer Board and the claims procedure set forth in Section 15 of the EIP shall apply with the Employer Board treated as the Committee. Although claims for amounts under this Agreement are governed by claims procedures under the EIP that also apply to ERISA-covered claims, neither this Agreement nor any amounts payable hereunder are, or are intended to be, governed by ERISA.

4.5 Any further dispute or controversy arising under or in connection

with the Agreement which remains after the final decision of the Employer Board as contemplated by Section 4.4 shall be settled exclusively by arbitration, conducted before a single neutral arbitrator in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes as then in effect. Such arbitration shall be conducted in the metropolitan area closest to where the Executive lives. Judgment may be entered on the arbitrator's award in any court having jurisdiction over such metropolitan area; provided however, that the Executive shall be entitled to seek specific performance of his/her right to be paid or to receive benefits hereunder during the pendency of any dispute or controversy under or in connection with this Agreement. The fees and expenses of the arbitrator and the arbitration shall be borne by the Employer.

If, for any legal reason, a controversy arising from or concerning the interpretation or application of this Agreement cannot be arbitrated as provided above, the parties agree that any civil action shall be brought in United States District Court in the metropolitan area closest to where the Executive lives or, only if there is no basis for federal jurisdiction, in state court closest to where the Executive lives. The parties further agree that any such civil action shall be tried to the court, sitting without a jury. The parties knowingly and voluntarily waive trial by jury.

Notwithstanding the foregoing, if at the time a dispute or controversy arises the Executive is working outside of the United States, and if at such time the Executive maintains a residence in the United States, the dispute or controversy will be resolved (i) by arbitration in the metropolitan area closest to the Executive's residence in the United States or (ii) by litigation in the United States District Court in the metropolitan area closest to the Executive's residence in the United States or, only if there is no basis for federal jurisdiction, in state court closest to the Executive's residence in the United States. If the Executive does not maintain a United States residence at such time, the dispute or controversy will be subject to arbitration in San Mateo, California or to litigation in the United States District Court for the Northern District of California (or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California).

4.6 The Employer shall pay to the Executive all legal fees and expenses incurred by the Executive in seeking in good faith to obtain or enforce any benefit or right provided by the Agreement. Such payment shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require. The Employer shall not be obligated to pay legal fees and expenses incurred by any person other than the Executive or the Executive's successor in interest hereunder. However, the Employer shall be obligated to pay legal fees and expenses incurred by the Executive on behalf of the Executive's dependents and legal fees and expenses incurred by the estate of the Executive on behalf of the Executive or the Executive's dependents.

4.7 The Employer agrees that, if the Executive incurs a Severance, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive hereunder. Further, the amount of any payment or benefit provided for in the Agreement shall not be reduced (except as provided in the definition of Severance Benefits) by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Employer, or otherwise.

## 5. NOTICE OF TERMINATION.

5.1 Any Involuntary Termination shall be communicated by written notice from the Employer to the Executive in accordance with Section 7.9, and shall follow the applicable procedures set forth in this Section

5. A notice of termination for Cause shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Employer Board at a meeting of the Employer Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive of no less than thirty (30) days and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Employer Board and to have no less than thirty (30) days to substantially cure the acts or omissions that are the basis for Executive's termination of employment) finding that, in the good faith opinion of the Employer Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

5.2 The notice of termination from the Employer shall specify the date of termination, which shall not be less than ten (10) days from the date such notice of termination is given. Once the Employer has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

## 6. RESTRICTIVE COVENANTS.

6.1 Confidential Information. The Executive agrees, during the Executive's employment and at all times thereafter, that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of Employer, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to Employer, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment with the Employer. This Section 6.1 applies to, but is not limited to, the Employer's, and its parent's, subsidiaries', and affiliates' legal matters, technical data, systems and programs, financial and planning data, business development or strategic plans or data, marketing strategies, software development, product development, pricing, customer information, trade secrets, personnel information, and other privileged or confidential business information.

The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Executive at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

6.2 Non-Solicitation. The Executive agrees that during the Executive's employment and at all times thereafter during the Severance Period, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Employer to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Employer or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

6.3 Non-Disparagement. The Executive agrees, during the Executive's employment and at all times thereafter, not to make, participate in

the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Employer, the Company or any Affiliate, or their respective employees, officers, directors, products or services. The Employer agrees that it shall use its best reasonable efforts to assure that none of its executive officers or directors make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Executive. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this requirement.

6.4 Reasonableness. In the event the provisions of this Section 6 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

6.5 Equitable Relief.

(a) Executive acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate interests of Employer, that the Employer would not have entered into the Agreement in the absence of such restrictions, and that any violation of any provision of this Section 6 will result in irreparable injury to Employer. By entering into the Agreement, the Executive represents that his or her experience and capabilities are such that the restrictions contained in this Section 6 will not prevent the Executive from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Executive further represents and acknowledges that (i) he or she has been advised by Employer to consult his or her own legal counsel in respect of this Agreement, and (ii) that he or she has had full opportunity, prior to agreeing to enter into the Agreement, to review thoroughly this Agreement with his or her counsel.

(b) Executive agrees that Employer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. In the event that any of the provisions of this Section 6 should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Executive irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Section 6, including without limitation, any action commenced by the Employer or the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the Northern District of California, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Executive may have to the laying of venue of any such suit, action or proceeding in any such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 7.9.

6.6 Survival of Provisions. The obligations contained in this Section shall survive the termination of Executive's employment with Employer and shall be fully enforceable thereafter.

7. GENERAL PROVISIONS.

7.1 Except as otherwise provided herein or by law, no right or interest of the Executive under the Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under the Agreement shall be liable for, or subject to, any obligation or liability of such Executive. When a payment is due under the Agreement to an Executive who is unable to care for his or her affairs, payment may be made directly to the Executive's legal guardian or personal representative.

7.2 If the Employer, the Company or any Affiliate is obligated pursuant to applicable law or by virtue of being a party to a contract (other than this Agreement) to pay severance pay, a termination indemnity, notice pay or the like or if the Employer, the Company or any Affiliate is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

7.3 Neither the entering into of this Agreement, nor the payment of any benefits hereunder shall be construed as giving the Executive, or any person whomsoever, the right to be retained in the service of the Employer, and the Executive shall remain subject to discharge to the same extent as if the Agreement had never been executed.

7.4 If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed and enforced as if such provisions had not been included.

7.5 The Company, the Employer and the Executive intend for the Agreement to comply with the requirements of Code section 409A such that none of the payments hereunder will result in compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A). The Agreement shall be interpreted in a manner consistent with such intent.

If any provision of the Agreement would cause compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A), such provision shall be void, and the Employer shall have the unilateral right to amend the Agreement retroactively for compliance with Code section 409A in such a way as to achieve substantially similar economic results without causing such inclusion. Any such amendment shall be binding on the Executive. In the event the Agreement does not comply with the requirements of Code section 409A, the Executive will be solely responsible for any adverse tax consequences to the Executive.

7.6 The Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Employer and its successors and assigns, and by the Executive and by the personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while any amount would still be payable to the Executive (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Agreement to the executors, personal representatives or administrators of the Executive's estate.

7.7 The headings and captions herein are provided for reference and

convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

7.8 The Agreement shall not be funded. The Executive shall not have any right to, or interest in, any assets of the Employer which may be applied by the Employer to the payment of benefits or other rights under the Agreement.

7.9 All notices and all other communications provided for in the Agreement (i) shall be in writing, (ii) shall be hand delivered, sent by overnight courier or by United States registered mail, return receipt requested and postage prepaid, addressed, in the case of the Employer, to the principal office of the Employer, attention President, and in the case of the Company, to 2855 Campus Drive, San Mateo, California 94403, attention General Counsel, and in the case of the Executive, to the last known address of the Executive, and (iii) shall be effective only upon actual receipt.

7.10 The Agreement shall be construed and enforced according to the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) to the extent not preempted by federal law, which shall otherwise control.

\*\*\*\*\*

#### EXHIBIT A

#### WAIVER AND RELEASE OF CLAIMS

In consideration of, and subject to, the payment to be made to me by (the "Employer") of the "Severance Payment" (in each case as defined in the Amended and Restated Severance Agreement (Non-Change in Control), dated as of \_\_\_\_\_, entered into between me and the Employer (the "Agreement")), I hereby waive any claims I may have for employment or re-employment by the Employer or any parent or subsidiary of the Employer after the date hereof, and I further agree to and do release and forever discharge the Employer and any parent or subsidiary of the Employer, and their respective past and present officers, directors, shareholders, insurers, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with the Employer or any parent or subsidiary of the Employer, or the termination thereof, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, the Civil Rights Acts, Age Discrimination in Employment Act as amended by the Older Workers' Benefits Protection Act, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, or any other federal, state or local legislation or common law relating to employment or discrimination in employment or otherwise; provided however, that no claim that I may have against the Employer in any capacity other than as an Employer shall be waived pursuant to this Waiver and Release.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims shall adversely affect (i) my rights to ongoing Severance Benefits under the terms of the Agreement; (ii) my rights to benefits (other than severance payments or benefits) under plans, programs and arrangements of the Employer or any parent or subsidiary of the Employer; (iii) my rights to indemnification under any indemnification agreement, applicable law or the certificates of incorporation or bylaws of the Employer or any parent or subsidiary of the Employer, (iv) my rights under any director's and officers' liability insurance policy covering me, (v) my workers compensation rights, or (vi) my unemployment insurance rights.

I acknowledge that I have signed this Waiver and Release of Claims voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and the Employer's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Agreement and that my entitlement thereto shall be

governed by the terms and conditions of the Agreement and any applicable plan. I expressly hereby consent to such terms and conditions.

I acknowledge that (i) I am waiving any rights or claims I might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (ii) I have received consideration beyond that to which I was previously entitled; (iii) I have been given forty-five (45) days to review and consider this Waiver and Release of Claims (unless I have signed a written waiver of such review and consideration period); (iv) I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by the Employer to do so if I choose; and (vi) I have been separately furnished a written schedule of all persons, listed by job title and age, within the affected decisional unit who were selected and not selected for the benefits extended by this Agreement, as may be required by the ADEA. I may revoke this Waiver and Release of Claims seven days or less after its execution by providing written notice to the Employer.

I acknowledge that it is my intention and the intention of the Employer in executing this Waiver and Release of Claims that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, I hereby expressly waive any and all rights and benefits conferred upon me by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to me, and expressly I consent that this Waiver and Release of Claims shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver and Release of Claims and which, if known or suspected at the time of executing this Waiver and Release of Claims, may have materially affected this settlement.

Finally, I acknowledge that I have read this Waiver and Release of Claims and understand all of its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date Signed

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EXHIBIT B

Assignment and Assumption of  
Amended and Restated Severance Agreement  
Between \_\_\_\_\_ and \_\_\_\_\_

As of \_\_\_\_\_

\_\_\_\_\_ (the "Old Employer") and \_\_\_\_\_ (the "Executive") have entered into an Amended and Restated Severance Agreement (Non-Change in Control) dated \_\_\_\_\_ (the "Agreement"). The Executive is transferring employment from the Old Employer to \_\_\_\_\_ (the "New

Employer"), effective \_\_\_\_\_. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Old Employer shall assign the Agreement to the Company or Affiliate. To order to carry out the provisions of the last bullet of the Agreement -

1. The Old Employer hereby assigns the Agreement to the New Employer.
2. The New Employer hereby assumes the obligations of the Old Employer under the Agreement.
3. The assignment and assumption are effective as of the date employment is transferred.
4. The Executive hereby acknowledges receipt of notice of the assignment and assumption.

THE OLD EMPLOYER	THE NEW EMPLOYER
By:	By:
Name:	Name:
Title:	Title:
EXECUTIVE	
Name:	

EXHIBIT 99.3

AMENDED AND RESTATED SEVERANCE AGREEMENT  
(NON-CHANGE IN CONTROL)

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL), dated as of and effective June 21, 2010, is by and between Menlo Logistics, Inc. (the "Employer"), and Robert L. Bianco, Jr. (the "Executive").

WHEREAS, the Employer and the Executive entered into a Severance Agreement (Change in Control) dated as of December 18, 2009 which, on the terms and subject to the conditions contained therein, provides for the Employer to make available to the Executive certain severance payments and benefits in connection with a Change in Control (as defined in the CIC Severance Agreement);

WHEREAS, the Employer and the Executive also entered into a Severance Agreement (Non-Change in Control) dated as of December 18, 2009 (the "Original Agreement") to set forth the terms and conditions on which the Employer agreed to make available to the Executive certain severance payments and benefits in the event of the Executive's termination of employment in certain circumstances other than in connection with a Change in Control;

WHEREAS, the Employer and the Executive subsequently entered into Amendment No. 1 to Severance Agreement (Non-Change in Control) dated as of January 25, 2010 ("Amendment No. 1") in order to amend certain covenants contained in the Original Agreement;

WHEREAS, the parties have discovered that the Original Agreement contained unintended language that limited the extent to which qualifying long-term

incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance, by providing that only qualifying long-term incentive awards granted after the date of the Original Agreement would be subject to partial acceleration or pro-rated vesting;

WHEREAS, the parties now wish to enter into this Amended and Restated Severance Agreement (Non Change in Control) in order to amend and restate the provisions of the Original Agreement (as amended by Amendment No. 1) in order to correctly reflect their understanding that all qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Employer and the Executive hereby agree as follows:

- \* The attached Terms and Conditions are incorporated herein and made a part of this Agreement.
- \* Subject to the other provisions of this Agreement, if the Executive incurs a Severance the Executive shall be entitled to receive from the Employer:
  - (i) The Severance Payment (the amount of which shall be determined using a multiple (the "Severance Multiple") of one and one half).
  - (ii) The Outplacement Services at a cost to the Employer not to exceed \$25,000; and
  - (iii) The Severance Benefits for a period of 18 months following the Severance Date (the "Severance Period").

In addition, if the Executive incurs a Severance the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions, using a number of months (the "Number of Months") equal to 18. Nothing in this Agreement shall modify or otherwise affect the vesting provisions or other terms of any of Executive's long-term incentive awards which are not Qualifying Long-Term Incentive Awards.

- \* If the Executive transfers to and becomes an employee of the Company or an Affiliate, the Employer shall assign this Agreement to the Company or the Affiliate (as applicable) which shall become the Employer and shall assume the obligations of the Employer.

MENLO LOGISTICS, INC.

EXECUTIVE

By:  
Name: Patrick M. Terry  
Title: Secretary

By: \_\_\_\_\_  
Name: Robert L. Bianco, Jr.

TERMS AND CONDITIONS OF AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL)

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1. DEFINITIONS. As hereinafter used:

"Affiliate" means an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, including any Business Unit.

"Agreement" means the Amended and Restated Severance Agreement (Non-Change in Control) to which these Terms and Conditions are attached, including the Terms and Conditions, which are incorporated by reference in the Agreement.

"Board" means the Board of Directors of the Company.

"Business Unit" is defined in Section 2 of the EIP.

"Cause" for termination by the Employer of the Executive's employment (following the applicable procedures set forth in Section 5) means (i) fraud, misappropriation or embezzlement by the Executive against the Employer, the Company or any Affiliate, (ii) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Employer (other than any such failure resulting from the Executive's incapacity due to Disability) after a written demand for substantial performance is delivered to the Executive by or on behalf of the Employer Board, which demand specifically identifies the manner in which the Employer Board believes that the Executive has not substantially performed the Executive's duties, or (iii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Employer, the Company or an Affiliate, monetarily or otherwise. For purposes of clauses (ii) and (iii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Employer, the Company or an Affiliate.

"Change in Control" has the meaning set forth in the CIC Severance Agreement.

"CIC Severance Agreement" means the Severance Agreement (Change in Control) dated as of December 18, 2009, as amended, entered into by the Executive and the Employer.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, supplemented or substituted from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Con-way Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

"Disability" means a physical or mental illness or condition causing the Executive's inability to substantially perform the Executive's duties with the Employer.

"EIP" means the Company's 2006 Equity and Incentive Plan, as amended from time to time, or any successor plan.

"Employer" means the entity specified in the first paragraph of the Agreement or any assignee or successor. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Agreement will be assigned, resulting in a change in the Employer. A draft form of assignment and assumption is attached as Exhibit B.

"Employer Board" means the Board of Directors of the Employer.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

"Executive" means the individual specified in the first paragraph of the Agreement.

"Health Benefits" means health maintenance organization, insured or self-funded medical, dental, vision, prescription drug and behavioral health benefits.

"Involuntary Termination" means the actual termination of the Executive's employment by the Employer for any reason other than death, Disability, Cause or Change in Control. Under no circumstances shall any alleged constructive termination of the Executive's employment constitute an Involuntary Termination.

"Number of Months" has the meaning specified in the Agreement.

"Outplacement Services" means professional outplacement services determined by the Employer to be suitable to the Executive's position. The maximum amount that the Employer will pay for such services is set forth in the Agreement. The outplacement services shall be made available until the earlier of (i) such time as the aggregate cost to the Employer of the outplacement services reaches the maximum amount specified in the Agreement, and (ii) the date on which the Executive obtains another full-time job. The Employer will not pay the Executive cash in lieu of professional outplacement services.

"Person" means any person, as such term is used in Sections 13(d) and 14(d) of the Exchange Act other than (i) the Company or its Affiliates, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or its Affiliates, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock.

"Qualifying Long-Term Incentive Award" means:

- (i) a stock option, stock appreciation right ("SAR") or similar award, or a restricted stock or restricted stock unit ("RSU") award (whether cash-based or equity-based, and whether payable in cash or in stock);
- (ii) that is outstanding on the Severance Date;
- (iii) that has a vesting period that is longer than one year in duration; and
- (iv) that is non-performance-based or, if performance-based, is based solely on changes in the price of the Company's common stock.

"Severance" means an Involuntary Termination.

"Severance Benefits" means Health Benefits for the Severance Period substantially similar to those provided to Executive and Executive's dependents by or on behalf of the Executive's Employer immediately prior to the Severance Date. To the extent possible, the Health Benefits shall be provided at the Employer's expense through COBRA, in accordance with the applicable plans, programs or policies of the Company. For any portion (if any) of the Severance Period in which the Health Benefits cannot be provided through COBRA, the Employer shall promptly purchase, at its own expense and at no cost to the Executive, an individual policy from an A-rated third party insurer under which Executive and Executive's dependents shall receive the benefits described above (with no preexisting condition limitations).

The Health Benefits shall be reduced to the extent benefits of same type are actually received by or are made available to Executive and Executive's dependents, as set forth below (and Executive shall promptly notify Employer or any successor company of any such benefits):

(a) The Health Benefits shall be reduced to the extent benefits of the same type are actually received by the Executive or the Executive's dependents following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions; or

(b) The Health Benefits shall be reduced to the extent benefits of the same type are made available to the Executive and Executive's dependents (whether or not Executive elects to actually receive such benefits) by a new employer of Executive following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions are applicable;

provided, however, for avoidance of doubt, benefits made available to one or more of Executive and Executive's dependents by the employer of Executive's spouse shall not reduce the Health Benefits otherwise available, except to the extent the Executive's spouse elects to receive such benefits from his or her employer;

The Employer shall reimburse the Executive for the excess, if any, of the cost to the Executive of Health Benefits over such cost immediately prior to the Severance.

If the Executive dies, the Employer shall continue to provide the Executive's dependents with the Health Benefits otherwise receivable on the same basis as if the Executive had survived.

If any such benefits are treated as deferred compensation subject to Code section 409A and the Executive is a Specified Employee, the Executive shall pay the full cost of such benefits for the first six months after the Severance Date and the Employer shall reimburse the Executive for such payments as soon as practicable thereafter but not later than nine (9) months from the date the Executive paid such costs.

"Severance Date" means the date on which an Executive incurs a Severance, which shall be the date of termination as determined under Section 5.2.

"Severance Multiple" has the meaning set forth in the Agreement.

"Severance Payment" means a payment, in lieu of any other severance payment or benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary immediately prior to the time of Severance and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

"Severance Period" has the meaning set forth in the Agreement.

"Specified Employee" has the meaning set forth in the Con-way Inc. 2005 Deferred Compensation Plan for Executives and Key Employees, as amended and restated in December 2008 and as subsequently amended from time to time.

"Target Bonus" means, for any calendar year, an amount equal to (i) the Executive's Annual Compensation (as defined in the Company's Executive Incentive Plan) for that calendar year multiplied by (ii) the Participation Percentage (as defined in the Executive Incentive Plan) applicable to executives in the Executive's grade level (i.e., E1, E2, E3, E4 or E5) for that calendar year, as determined by the Compensation Committee of the Board. "Target Bonus" shall be determined in the manner provided in the preceding sentence whether or not the Executive is a participant in the Executive Incentive Plan during that calendar year,

and shall not be based on the Executive's target bonus under any other annual incentive plan in which the Executive participates during that calendar year. If during the calendar year for which the Target Bonus is determined the Executive has not assigned to an executive grade level of E1, E2, E3, E4 or E5, the Executive's grade level for purposes of this definition shall be the grade level between E1 and E5 that the Compensation Committee of the Board has determined is equivalent to the Executive's actual grade level.

"Tax Counsel" means reputable outside tax counsel retained by the Employer and reasonably acceptable to the Executive.

"Taxes" means all federal, state, local and other taxes, to the extent applicable to all or any part of the Severance Payment and/or Severance Benefits.

"Terms and Conditions" means these terms and conditions.

"Vesting Provisions" means:

- (a) for each stock option, stock appreciation right ("SAR") or similar award, and for each non-performance based restricted stock or restricted stock unit ("RSU") award, in each case that is a Qualifying Long-Term Incentive Award scheduled to vest in installments over time, all unvested options, SARs or similar units, shares of restricted stock or RSUs included in such award that are scheduled to vest on or before the date that is the Number of Months after the Severance Date shall vest; and
- (b) for each stock option, SAR or similar award, and for each non-performance based restricted stock or RSU award, in each case that is a Qualifying Long-Term Incentive Award subject to cliff-vesting, a percentage of the award shall vest, with the percentage determined by dividing the Number of Months by the total number of months in the cliff-vesting period.

Example 1: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a stock option grant that is scheduled to vest in three equal installments, on January 1, 2010, January 1, 2011 and January 1, 2012, respectively. Executive A incurs a Severance on December 20, 2009. On the Severance Date the stock option installments scheduled to vest on January 1, 2010 and January 1, 2011 would vest but the installment scheduled to vest on January 1, 2012 (more than 18 months after the Severance Date) would not vest under the Vesting Provisions.

Example 2: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a grant of 10,000 restricted stock units with 36 month cliff vesting. Executive A incurs a Severance on December 20, 2009. On the Severance Date 5,000 restricted stock units (18 months/36 months) would vest under the Vesting Provisions.

## 2. PRIOR ARRANGEMENTS; CIC SEVERANCE AGREEMENTS.

2.1 The parties agree that all prior employment, separation, severance, termination, change of control, or similar agreements, arrangements, or plans (other than the CIC Severance Agreement), whether oral or written, covering the Executive are terminated and superseded and any notice periods with respect to such terminations are deemed satisfied or explicitly waived.

2.2 The parties further agree that the CIC Severance Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to the conditions contained therein) only upon a qualifying severance in connection with a Change in Control, and that this Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to conditions

contained herein) only in connection with a qualifying severance occurring other than in connection with a Change in Control. In no event and under no circumstances shall the Executive be entitled to receive severance payments and benefits under both the CIC Severance Agreement and under this Agreement.

3. COMPENSATION OTHER THAN SEVERANCE PAYMENT AND SEVERANCE BENEFITS.

3.1 If the Executive shall incur a Severance, the Employer shall pay the Executive's full salary to the Executive through the Severance Date at the rate in effect immediately prior to the Severance Date, together with all compensation and benefits payable to the Executive through the Severance Date under the terms of the Employer's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Severance Date.

3.2 If the Executive shall incur a Severance, the Employer shall pay to the Executive the Executive's normal post termination compensation and benefits as such payments become due (other than severance payments under any severance plan as in effect immediately prior to the Severance). Such post termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Severance.

4. SEVERANCE PAYMENT AND SEVERANCE BENEFITS; OUTPLACEMENT SERVICES; VESTING OF QUALIFYING LONG-TERM INCENTIVE AWARDS.

4.1 Subject to the other provisions of this Agreement (including, without limitation, Section 5 of these Terms and Conditions), if the Executive incurs a Severance, the Executive shall be entitled to receive from the Employer the Severance Payment, the Severance Benefits and the Outplacement Services. In addition, the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions.

4.2 The Employer shall pay to the Executive the Severance Payment and any Severance Benefits that are payable in cash, in each case less amounts withheld for Taxes as required under applicable law, on the earliest date or dates permitted under Code section 409A, as determined by Tax Counsel or, in the absence of a determination by Tax Counsel, on the date that is six (6) months and one (1) day after the Severance Date (or as soon as practicable thereafter, but in no event later than ten (10) business days immediately following such date). The Employer shall use good faith efforts to obtain from Tax Counsel the determinations contemplated by this Section 4.2. The Executive shall be liable for the payment of all Taxes. The Employer shall be entitled to withhold from amounts to be paid to the Executive hereunder any Taxes which it is from time to time required to withhold.

4.3 The Executive shall not be eligible to receive the Severance Payment, Severance Benefits or Outplacement Services unless the Executive (or, in the event of the death of the Executive, the executor, personal representative or administrator of the Executive's estate) first executes a written release substantially in the form attached as Exhibit A hereto on or after the Severance Date and such release becomes effective prior to the time that the Executive (or the Executive's estate, as applicable) is to receive all or any part of the Severance Payment, the Severance Benefits or the Outplacement Services.

4.4 In the event that the Executive or a dependent of the Executive believes that he or she is not receiving the full amounts to which he or she is entitled under the Agreement, such person may make a claim to the Employer Board and the claims procedure set forth in Section 15 of the EIP shall apply with the Employer Board treated as the Committee. Although claims for amounts under this Agreement are governed by claims procedures under the EIP that also apply to ERISA-covered claims, neither this Agreement nor any amounts payable

hereunder are, or are intended to be, governed by ERISA.

4.5 Any further dispute or controversy arising under or in connection with the Agreement which remains after the final decision of the Employer Board as contemplated by Section 4.4 shall be settled exclusively by arbitration, conducted before a single neutral arbitrator in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes as then in effect. Such arbitration shall be conducted in the metropolitan area closest to where the Executive lives. Judgment may be entered on the arbitrator's award in any court having jurisdiction over such metropolitan area; provided however, that the Executive shall be entitled to seek specific performance of his/her right to be paid or to receive benefits hereunder during the pendency of any dispute or controversy under or in connection with this Agreement. The fees and expenses of the arbitrator and the arbitration shall be borne by the Employer.

If, for any legal reason, a controversy arising from or concerning the interpretation or application of this Agreement cannot be arbitrated as provided above, the parties agree that any civil action shall be brought in United States District Court in the metropolitan area closest to where the Executive lives or, only if there is no basis for federal jurisdiction, in state court closest to where the Executive lives. The parties further agree that any such civil action shall be tried to the court, sitting without a jury. The parties knowingly and voluntarily waive trial by jury.

Notwithstanding the foregoing, if at the time a dispute or controversy arises the Executive is working outside of the United States, and if at such time the Executive maintains a residence in the United States, the dispute or controversy will be resolved (i) by arbitration in the metropolitan area closest to the Executive's residence in the United States or (ii) by litigation in the United States District Court in the metropolitan area closest to the Executive's residence in the United States or, only if there is no basis for federal jurisdiction, in state court closest to the Executive's residence in the United States. If the Executive does not maintain a United States residence at such time, the dispute or controversy will be subject to arbitration in San Mateo, California or to litigation in the United States District Court for the Northern District of California (or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California).

4.6 The Employer shall pay to the Executive all legal fees and expenses incurred by the Executive in seeking in good faith to obtain or enforce any benefit or right provided by the Agreement. Such payment shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require. The Employer shall not be obligated to pay legal fees and expenses incurred by any person other than the Executive or the Executive's successor in interest hereunder. However, the Employer shall be obligated to pay legal fees and expenses incurred by the Executive on behalf of the Executive's dependents and legal fees and expenses incurred by the estate of the Executive on behalf of the Executive or the Executive's dependents.

4.7 The Employer agrees that, if the Executive incurs a Severance, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive hereunder. Further, the amount of any payment or benefit provided for in the Agreement shall not be reduced (except as provided in the definition of Severance Benefits) by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Employer, or otherwise.

## 5. NOTICE OF TERMINATION.

5.1 Any Involuntary Termination shall be communicated by written notice from the Employer to the Executive in accordance with Section 7.9, and shall follow the applicable procedures set forth in this Section 5. A notice of termination for Cause shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Employer Board at a meeting of the Employer Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive of no less than thirty (30) days and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Employer Board and to have no less than thirty (30) days to substantially cure the acts or omissions that are the basis for Executive's termination of employment) finding that, in the good faith opinion of the Employer Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

5.2 The notice of termination from the Employer shall specify the date of termination, which shall not be less than ten (10) days from the date such notice of termination is given. Once the Employer has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

## 6. RESTRICTIVE COVENANTS.

6.1 Confidential Information. The Executive agrees, during the Executive's employment and at all times thereafter, that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of Employer, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to Employer, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment with the Employer. This Section 6.1 applies to, but is not limited to, the Employer's, and its parent's, subsidiaries', and affiliates' legal matters, technical data, systems and programs, financial and planning data, business development or strategic plans or data, marketing strategies, software development, product development, pricing, customer information, trade secrets, personnel information, and other privileged or confidential business information.

The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Executive at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

6.2 Non-Solicitation. The Executive agrees that, during the Executive's employment and at all times thereafter during the Severance Period, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Employer to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Employer or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

6.3 Non-Disparagement. The Executive agrees, during the Executive's employment and at all times thereafter, not to make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Employer, the Company or any Affiliate, or their respective employees, officers, directors, products or services. The Employer agrees that it shall use its best reasonable efforts to assure that none of its executive officers or directors make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Executive. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this requirement.

6.4 Reasonableness. In the event the provisions of this Section 6 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

6.5 Equitable Relief.

(a) Executive acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate interests of Employer, that the Employer would not have entered into the Agreement in the absence of such restrictions, and that any violation of any provision of this Section 6 will result in irreparable injury to Employer. By entering into the Agreement, the Executive represents that his or her experience and capabilities are such that the restrictions contained in this Section 6 will not prevent the Executive from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Executive further represents and acknowledges that (i) he or she has been advised by Employer to consult his or her own legal counsel in respect of this Agreement, and (ii) that he or she has had full opportunity, prior to agreeing to enter into the Agreement, to review thoroughly this Agreement with his or her counsel.

(b) Executive agrees that Employer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. In the event that any of the provisions of this Section 6 should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Executive irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Section 6, including without limitation, any action commenced by the Employer or the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the Northern District of California, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Executive may have to the laying of venue of any such suit, action or proceeding in any such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted

by the notice provisions of Section 7.9.

6.6 Survival of Provisions. The obligations contained in this Section shall survive the termination of Executive's employment with Employer and shall be fully enforceable thereafter.

7. GENERAL PROVISIONS.

7.1 Except as otherwise provided herein or by law, no right or interest of the Executive under the Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under the Agreement shall be liable for, or subject to, any obligation or liability of such Executive. When a payment is due under the Agreement to an Executive who is unable to care for his or her affairs, payment may be made directly to the Executive's legal guardian or personal representative.

7.2 If the Employer, the Company or any Affiliate is obligated pursuant to applicable law or by virtue of being a party to a contract (other than this Agreement) to pay severance pay, a termination indemnity, notice pay or the like or if the Employer, the Company or any Affiliate is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

7.3 Neither the entering into of this Agreement, nor the payment of any benefits hereunder shall be construed as giving the Executive, or any person whomsoever, the right to be retained in the service of the Employer, and the Executive shall remain subject to discharge to the same extent as if the Agreement had never been executed.

7.4 If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed and enforced as if such provisions had not been included.

7.5 The Company, the Employer and the Executive intend for the Agreement to comply with the requirements of Code section 409A such that none of the payments hereunder will result in compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A). The Agreement shall be interpreted in a manner consistent with such intent.

If any provision of the Agreement would cause compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A), such provision shall be void, and the Employer shall have the unilateral right to amend the Agreement retroactively for compliance with Code section 409A in such a way as to achieve substantially similar economic results without causing such inclusion. Any such amendment shall be binding on the Executive. In the event the Agreement does not comply with the requirements of Code section 409A, the Executive will be solely responsible for any adverse tax consequences to the Executive.

7.6 The Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Employer and its successors and assigns, and by the Executive and by the personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while any amount would still be payable to the Executive (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Agreement to the executors, personal representatives or administrators of the Executive's estate.

7.7The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

7.8The Agreement shall not be funded. The Executive shall not have any right to, or interest in, any assets of the Employer which may be applied by the Employer to the payment of benefits or other rights under the Agreement.

7.9All notices and all other communications provided for in the Agreement (i) shall be in writing, (ii) shall be hand delivered, sent by overnight courier or by United States registered mail, return receipt requested and postage prepaid, addressed, in the case of the Employer, to the principal office of the Employer, attention President, and in the case of the Company, to 2855 Campus Drive, San Mateo, California 94403, attention General Counsel, and in the case of the Executive, to the last known address of the Executive, and (iii) shall be effective only upon actual receipt.

7.10The Agreement shall be construed and enforced according to the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) to the extent not preempted by federal law, which shall otherwise control.

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EXHIBIT A

#### WAIVER AND RELEASE OF CLAIMS

In consideration of, and subject to, the payment to be made to me by (the "Employer") of the "Severance Payment" (in each case as defined in the Amended and Restated Severance Agreement (Non-Change in Control), dated as of , entered into between me and the Employer (the "Agreement")), I hereby waive any claims I may have for employment or re-employment by the Employer or any parent or subsidiary of the Employer after the date hereof, and I further agree to and do release and forever discharge the Employer and any parent or subsidiary of the Employer, and their respective past and present officers, directors, shareholders, insurers, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with the Employer or any parent or subsidiary of the Employer, or the termination thereof, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, the Civil Rights Acts, Age Discrimination in Employment Act as amended by the Older Workers' Benefits Protection Act, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, or any other federal, state or local legislation or common law relating to employment or discrimination in employment or otherwise; provided however, that no claim that I may have against the Employer in any capacity other than as an Employer shall be waived pursuant to this Waiver and Release.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims shall adversely affect (i) my rights to ongoing Severance Benefits under the terms of the Agreement; (ii) my rights to benefits (other than severance payments or benefits) under plans, programs and arrangements of the Employer or any parent or subsidiary of the Employer; (iii) my rights to indemnification under any indemnification agreement, applicable law or the certificates of incorporation or bylaws of the Employer or any parent or subsidiary of the Employer, (iv) my rights under any director's and officers' liability insurance policy covering me, (v) my workers compensation rights, or (vi) my unemployment insurance rights.

I acknowledge that I have signed this Waiver and Release of Claims voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and the Employer's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Agreement and that my entitlement thereto shall be governed by the terms and conditions of the Agreement and any applicable plan. I expressly hereby consent to such terms and conditions.

I acknowledge that (i) I am waiving any rights or claims I might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (ii) I have received consideration beyond that to which I was previously entitled; (iii) I have been given forty-five (45) days to review and consider this Waiver and Release of Claims (unless I have signed a written waiver of such review and consideration period); (iv) I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by the Employer to do so if I choose; and (vi) I have been separately furnished a written schedule of all persons, listed by job title and age, within the affected decisional unit who were selected and not selected for the benefits extended by this Agreement, as may be required by the ADEA. I may revoke this Waiver and Release of Claims seven days or less after its execution by providing written notice to the Employer.

I acknowledge that it is my intention and the intention of the Employer in executing this Waiver and Release of Claims that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, I hereby expressly waive any and all rights and benefits conferred upon me by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to me, and expressly I consent that this Waiver and Release of Claims shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver and Release of Claims and which, if known or suspected at the time of executing this Waiver and Release of Claims, may have materially affected this settlement.

Finally, I acknowledge that I have read this Waiver and Release of Claims and understand all of its terms.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date Signed \_\_\_\_\_

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EXHIBIT B

Assignment and Assumption of  
Amended and Restated Severance Agreement  
Between \_\_\_\_\_ and \_\_\_\_\_

As of \_\_\_\_\_

\_\_\_\_\_ (the "Old Employer") and \_\_\_\_\_ (the "Executive") have entered into an Amended and Restated Severance Agreement (Non-Change in Control dated \_\_\_\_\_ (the "Agreement")). The Executive is transferring employment from the Old Employer to \_\_\_\_\_ (the "New Employer"), effective \_\_\_\_\_. The last bullet of the Agreement provides that, if the

Executive transfers to the Company or an Affiliate, the Old Employer shall assign the Agreement to the Company or Affiliate. To order to carry out the provisions of the last bullet of the Agreement -

1. The Old Employer hereby assigns the Agreement to the New Employer.
2. The New Employer hereby assumes the obligations of the Old Employer under the Agreement.
3. The assignment and assumption are effective as of the date employment is transferred.
4. The Executive hereby acknowledges receipt of notice of the assignment and assumption.

THE OLD EMPLOYER	THE NEW EMPLOYER
By:	By:
Name:	Name:
Title:	Title:
EXECUTIVE	
Name:	

EXHIBIT 99.4

AMENDED AND RESTATED SEVERANCE AGREEMENT  
(NON-CHANGE IN CONTROL)

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL), dated as of and effective June 21, 2010, is by and between Con-way Freight Inc. (the "Employer"), and John G. Labrie (the "Executive").

WHEREAS, the Employer and the Executive entered into a Severance Agreement (Change in Control) dated as of December 18, 2009 which, on the terms and subject to the conditions contained therein, provides for the Employer to make available to the Executive certain severance payments and benefits in connection with a Change in Control (as defined in the CIC Severance Agreement);

WHEREAS, the Employer and the Executive also entered into a Severance Agreement (Non-Change in Control) dated as of January 25, 2010 (the "Original Agreement") to set forth the terms and conditions on which the Employer agreed to make available to the Executive certain severance payments and benefits in the event of the Executive's termination of employment in certain circumstances other than in connection with a Change in Control;

WHEREAS, the Employer and the Executive subsequently entered into Amendment No. 1 to Severance Agreement (Non-Change in Control) dated as of January 25, 2010 ("Amendment No. 1") in order to amend certain covenants contained in the Original Agreement;

WHEREAS, the parties have discovered that the Original Agreement contained unintended language that limited the extent to which qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance, by providing that only qualifying long-term incentive awards granted after the date of the Original Agreement would be subject to partial acceleration or pro-rated vesting;

WHEREAS, the parties now wish to enter into this Amended and Restated

Severance Agreement (Non Change in Control) in order to amend and restate the provisions of the Original Agreement (as amended by Amendment No. 1) in order to correctly reflect their understanding that all qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Employer and the Executive hereby agree as follows:

- \* The attached Terms and Conditions are incorporated herein and made a part of this Agreement.
- \* Subject to the other provisions of this Agreement, if the Executive incurs a Severance the Executive shall be entitled to receive from the Employer:
  - (i) The Severance Payment (the amount of which shall be determined using a multiple (the "Severance Multiple") of one and one half).
  - (ii) The Outplacement Services at a cost to the Employer not to exceed \$25,000; and
  - (iii) The Severance Benefits for a period of 18 months following the Severance Date (the "Severance Period").

In addition, if the Executive incurs a Severance the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions, using a number of months (the "Number of Months") equal to 18. Nothing in this Agreement shall modify or otherwise affect the vesting provisions or other terms of any of Executive's long-term incentive awards which are not Qualifying Long-Term Incentive Awards.

- \* If the Executive transfers to and becomes an employee of the Company or an Affiliate, the Employer shall assign this Agreement to the Company or the Affiliate (as applicable) which shall become the Employer and shall assume the obligations of the Employer.

CON-WAY FREIGHT INC.

EXECUTIVE

By:  
Name: Jennifer W. Pileggi  
Title: Secretary

By: \_\_\_\_\_  
Name: John G. Labrie

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TERMS AND CONDITIONS OF AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL)

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1.DEFINITIONS. As hereinafter used:

"Affiliate" means an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, including any Business Unit.

"Agreement" means the Amended and Restated Severance Agreement (Non-Change in Control) to which these Terms and Conditions are attached, including the Terms and Conditions, which are incorporated by reference in the Agreement.

"Board" means the Board of Directors of the Company.

"Business Unit" is defined in Section 2 of the EIP.

"Cause" for termination by the Employer of the Executive's employment (following the applicable procedures set forth in Section 5) means (i) fraud, misappropriation or embezzlement by the Executive against the Employer, the Company or any Affiliate, (ii) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Employer (other than any such failure resulting from the Executive's incapacity due to Disability) after a written demand for substantial performance is delivered to the Executive by or on behalf of the Employer Board, which demand specifically identifies the manner in which the Employer Board believes that the Executive has not substantially performed the Executive's duties, or (iii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Employer, the Company or an Affiliate, monetarily or otherwise. For purposes of clauses (ii) and (iii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Employer, the Company or an Affiliate.

"Change in Control" has the meaning set forth in the CIC Severance Agreement.

"CIC Severance Agreement" means the Severance Agreement (Change in Control) dated as of December 18, 2009, as amended, entered into by the Executive and the Employer.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, supplemented or substituted from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Con-way Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

"Disability" means a physical or mental illness or condition causing the Executive's inability to substantially perform the Executive's duties with the Employer.

"EIP" means the Company's 2006 Equity and Incentive Plan, as amended from time to time, or any successor plan.

"Employer" means the entity specified in the first paragraph of the Agreement or any assignee or successor. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Agreement will be assigned, resulting in a change in the Employer. A draft form of assignment and assumption is attached as Exhibit B.

"Employer Board" means the Board of Directors of the Employer.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and

applied by regulations, rulings and cases.

"Executive" means the individual specified in the first paragraph of the Agreement.

"Health Benefits" means health maintenance organization, insured or self-funded medical, dental, vision, prescription drug and behavioral health benefits.

"Involuntary Termination" means the actual termination of the Executive's employment by the Employer for any reason other than death, Disability, Cause or Change in Control. Under no circumstances shall any alleged constructive termination of the Executive's employment constitute an Involuntary Termination.

"Number of Months" has the meaning specified in the Agreement.

"Outplacement Services" means professional outplacement services determined by the Employer to be suitable to the Executive's position. The maximum amount that the Employer will pay for such services is set forth in the Agreement. The outplacement services shall be made available until the earlier of (i) such time as the aggregate cost to the Employer of the outplacement services reaches the maximum amount specified in the Agreement, and (ii) the date on which the Executive obtains another full-time job. The Employer will not pay the Executive cash in lieu of professional outplacement services.

"Person" means any person, as such term is used in Sections 13(d) and 14(d) of the Exchange Act other than (i) the Company or its Affiliates, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or its Affiliates, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock.

"Qualifying Long-Term Incentive Award" means:

- (i) a stock option, stock appreciation right ("SAR") or similar award, or a restricted stock or restricted stock unit ("RSU") award (whether cash-based or equity-based, and whether payable in cash or in stock);
- (ii) that is outstanding on the Severance Date;
- (iii) that has a vesting period that is longer than one year in duration; and
- (iv) that is non-performance-based or, if performance-based, is based solely on changes in the price of the Company's common stock.

"Severance" means an Involuntary Termination.

"Severance Benefits" means Health Benefits for the Severance Period substantially similar to those provided to Executive and Executive's dependents by or on behalf of the Executive's Employer immediately prior to the Severance Date. To the extent possible, the Health Benefits shall be provided at the Employer's expense through COBRA, in accordance with the applicable plans, programs or policies of the Company. For any portion (if any) of the Severance Period in which the Health Benefits cannot be provided through COBRA, the Employer shall promptly purchase, at its own expense and at no cost to the Executive, an individual policy from an A-rated third party insurer under which Executive and Executive's dependents shall receive the benefits described above (with no preexisting condition limitations).

The Health Benefits shall be reduced to the extent benefits of same type are actually received by or are made available to Executive and Executive's dependents, as set forth below (and Executive shall promptly notify Employer or any successor company of any such benefits):

(a) The Health Benefits shall be reduced to the extent benefits of the same type are actually received by the Executive or the Executive's dependents following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions; or

(b) The Health Benefits shall be reduced to the extent benefits of the same type are made available to the Executive and Executive's dependents (whether or not Executive elects to actually receive such benefits) by a new employer of Executive following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions are applicable;

provided, however, for avoidance of doubt, benefits made available to one or more of Executive and Executive's dependents by the employer of Executive's spouse shall not reduce the Health Benefits otherwise available, except to the extent the Executive's spouse elects to receive such benefits from his or her employer;

The Employer shall reimburse the Executive for the excess, if any, of the cost to the Executive of Health Benefits over such cost immediately prior to the Severance.

If the Executive dies, the Employer shall continue to provide the Executive's dependents with the Health Benefits otherwise receivable on the same basis as if the Executive had survived.

If any such benefits are treated as deferred compensation subject to Code section 409A and the Executive is a Specified Employee, the Executive shall pay the full cost of such benefits for the first six months after the Severance Date and the Employer shall reimburse the Executive for such payments as soon as practicable thereafter but not later than nine (9) months from the date the Executive paid such costs.

"Severance Date" means the date on which an Executive incurs a Severance, which shall be the date of termination as determined under Section 5.2.

"Severance Multiple" has the meaning set forth in the Agreement.

"Severance Payment" means a payment, in lieu of any other severance payment or benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary immediately prior to the time of Severance and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

"Severance Period" has the meaning set forth in the Agreement.

"Specified Employee" has the meaning set forth in the Con-way Inc. 2005 Deferred Compensation Plan for Executives and Key Employees, as amended and restated in December 2008 and as subsequently amended from time to time.

"Target Bonus" means, for any calendar year, an amount equal to (i) the Executive's Annual Compensation (as defined in the Company's Executive Incentive Plan) for that calendar year multiplied by (ii) the Participation Percentage (as defined in the Executive Incentive Plan) applicable to executives in the Executive's grade level (i.e., E1, E2, E3, E4 or E5) for that calendar year, as determined by the Compensation Committee of the Board. "Target Bonus" shall be determined in the manner provided in the preceding sentence whether or not the Executive is a participant in the Executive Incentive Plan during that calendar year, and shall not be based on the Executive's target bonus under any other annual incentive plan in which the Executive participates during that calendar year. If during the calendar year for which the Target Bonus is determined the Executive has not assigned to an executive grade level of E1, E2, E3, E4 or E5, the Executive's grade level for purposes of this

definition shall be the grade level between E1 and E5 that the Compensation Committee of the Board has determined is equivalent to the Executive's actual grade level.

"Tax Counsel" means reputable outside tax counsel retained by the Employer and reasonably acceptable to the Executive.

"Taxes" means all federal, state, local and other taxes, to the extent applicable to all or any part of the Severance Payment and/or Severance Benefits.

"Terms and Conditions" means these terms and conditions.

"Vesting Provisions" means:

- (a) for each stock option, stock appreciation right ("SAR") or similar award, and for each non-performance based restricted stock or restricted stock unit ("RSU") award, in each case that is a Qualifying Long-Term Incentive Award scheduled to vest in installments over time, all unvested options, SARs or similar units, shares of restricted stock or RSUs included in such award that are scheduled to vest on or before the date that is the Number of Months after the Severance Date shall vest; and
- (b) for each stock option, SAR or similar award, and for each non-performance based restricted stock or RSU award, in each case that is a Qualifying Long-Term Incentive Award subject to cliff-vesting, a percentage of the award shall vest, with the percentage determined by dividing the Number of Months by the total number of months in the cliff-vesting period.

Example 1: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a stock option grant that is scheduled to vest in three equal installments, on January 1, 2010, January 1, 2011 and January 1, 2012, respectively. Executive A incurs a Severance on December 20, 2009. On the Severance Date the stock option installments scheduled to vest on January 1, 2010 and January 1, 2011 would vest but the installment scheduled to vest on January 1, 2012 (more than 18 months after the Severance Date) would not vest under the Vesting Provisions.

Example 2: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a grant of 10,000 restricted stock units with 36 month cliff vesting. Executive A incurs a Severance on December 20, 2009. On the Severance Date 5,000 restricted stock units (18 months/36 months) would vest under the Vesting Provisions.

## 2. PRIOR ARRANGEMENTS; CIC SEVERANCE AGREEMENTS.

2.1 The parties agree that all prior employment, separation, severance, termination, change of control, or similar agreements, arrangements, or plans (other than the CIC Severance Agreement), whether oral or written, covering the Executive are terminated and superseded and any notice periods with respect to such terminations are deemed satisfied or explicitly waived.

2.2 The parties further agree that the CIC Severance Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to the conditions contained therein) only upon a qualifying severance in connection with a Change in Control, and that this Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to conditions contained herein) only in connection with a qualifying severance occurring other than in connection with a Change in Control. In no event and under no circumstances shall the Executive be entitled to receive severance payments and benefits under both the CIC Severance Agreement and under this Agreement.

3. COMPENSATION OTHER THAN SEVERANCE PAYMENT AND SEVERANCE BENEFITS.

3.1 If the Executive shall incur a Severance, the Employer shall pay the Executive's full salary to the Executive through the Severance Date at the rate in effect immediately prior to the Severance Date, together with all compensation and benefits payable to the Executive through the Severance Date under the terms of the Employer's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Severance Date.

3.2 If the Executive shall incur a Severance, the Employer shall pay to the Executive the Executive's normal post termination compensation and benefits as such payments become due (other than severance payments under any severance plan as in effect immediately prior to the Severance). Such post termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Severance.

4. SEVERANCE PAYMENT AND SEVERANCE BENEFITS; OUTPLACEMENT SERVICES; VESTING OF QUALIFYING LONG-TERM INCENTIVE AWARDS.

4.1 Subject to the other provisions of this Agreement (including, without limitation, Section 5 of these Terms and Conditions), if the Executive incurs a Severance, the Executive shall be entitled to receive from the Employer the Severance Payment, the Severance Benefits and the Outplacement Services. In addition, the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions.

4.2 The Employer shall pay to the Executive the Severance Payment and any Severance Benefits that are payable in cash, in each case less amounts withheld for Taxes as required under applicable law, on the earliest date or dates permitted under Code section 409A, as determined by Tax Counsel or, in the absence of a determination by Tax Counsel, on the date that is six (6) months and one (1) day after the Severance Date (or as soon as practicable thereafter, but in no event later than ten (10) business days immediately following such date). The Employer shall use good faith efforts to obtain from Tax Counsel the determinations contemplated by this Section 4.2. The Executive shall be liable for the payment of all Taxes. The Employer shall be entitled to withhold from amounts to be paid to the Executive hereunder any Taxes which it is from time to time required to withhold.

4.3 The Executive shall not be eligible to receive the Severance Payment, Severance Benefits or Outplacement Services unless the Executive (or, in the event of the death of the Executive, the executor, personal representative or administrator of the Executive's estate) first executes a written release substantially in the form attached as Exhibit A hereto on or after the Severance Date and such release becomes effective prior to the time that the Executive (or the Executive's estate, as applicable) is to receive all or any part of the Severance Payment, the Severance Benefits or the Outplacement Services.

4.4 In the event that the Executive or a dependent of the Executive believes that he or she is not receiving the full amounts to which he or she is entitled under the Agreement, such person may make a claim to the Employer Board and the claims procedure set forth in Section 15 of the EIP shall apply with the Employer Board treated as the Committee. Although claims for amounts under this Agreement are governed by claims procedures under the EIP that also apply to ERISA-covered claims, neither this Agreement nor any amounts payable hereunder are, or are intended to be, governed by ERISA.

4.5 Any further dispute or controversy arising under or in connection with the Agreement which remains after the final decision of the Employer Board as contemplated by Section 4.4 shall be settled

exclusively by arbitration, conducted before a single neutral arbitrator in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes as then in effect. Such arbitration shall be conducted in the metropolitan area closest to where the Executive lives. Judgment may be entered on the arbitrator's award in any court having jurisdiction over such metropolitan area; provided however, that the Executive shall be entitled to seek specific performance of his/her right to be paid or to receive benefits hereunder during the pendency of any dispute or controversy under or in connection with this Agreement. The fees and expenses of the arbitrator and the arbitration shall be borne by the Employer.

If, for any legal reason, a controversy arising from or concerning the interpretation or application of this Agreement cannot be arbitrated as provided above, the parties agree that any civil action shall be brought in United States District Court in the metropolitan area closest to where the Executive lives or, only if there is no basis for federal jurisdiction, in state court closest to where the Executive lives. The parties further agree that any such civil action shall be tried to the court, sitting without a jury. The parties knowingly and voluntarily waive trial by jury.

Notwithstanding the foregoing, if at the time a dispute or controversy arises the Executive is working outside of the United States, and if at such time the Executive maintains a residence in the United States, the dispute or controversy will be resolved (i) by arbitration in the metropolitan area closest to the Executive's residence in the United States or (ii) by litigation in the United States District Court in the metropolitan area closest to the Executive's residence in the United States or, only if there is no basis for federal jurisdiction, in state court closest to the Executive's residence in the United States. If the Executive does not maintain a United States residence at such time, the dispute or controversy will be subject to arbitration in San Mateo, California or to litigation in the United States District Court for the Northern District of California (or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California).

4.6 The Employer shall pay to the Executive all legal fees and expenses incurred by the Executive in seeking in good faith to obtain or enforce any benefit or right provided by the Agreement. Such payment shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require. The Employer shall not be obligated to pay legal fees and expenses incurred by any person other than the Executive or the Executive's successor in interest hereunder. However, the Employer shall be obligated to pay legal fees and expenses incurred by the Executive on behalf of the Executive's dependents and legal fees and expenses incurred by the estate of the Executive on behalf of the Executive or the Executive's dependents.

4.7 The Employer agrees that, if the Executive incurs a Severance, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive hereunder. Further, the amount of any payment or benefit provided for in the Agreement shall not be reduced (except as provided in the definition of Severance Benefits) by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Employer, or otherwise.

## 5. NOTICE OF TERMINATION.

5.1 Any Involuntary Termination shall be communicated by written notice from the Employer to the Executive in accordance with Section 7.9, and shall follow the applicable procedures set forth in this Section 5. A notice of termination for Cause shall include a copy of a resolution duly adopted by the affirmative vote of not less than

three-quarters (3/4) of the entire membership of the Employer Board at a meeting of the Employer Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive of no less than thirty (30) days and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Employer Board and to have no less than thirty (30) days to substantially cure the acts or omissions that are the basis for Executive's termination of employment) finding that, in the good faith opinion of the Employer Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

5.2 The notice of termination from the Employer shall specify the date of termination, which shall not be less than ten (10) days from the date such notice of termination is given. Once the Employer has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

## 6. RESTRICTIVE COVENANTS.

6.1 Confidential Information. The Executive agrees, during the Executive's employment and at all times thereafter, that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of Employer, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to Employer, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment with the Employer. This Section 6.1 applies to, but is not limited to, the Employer's, and its parent's, subsidiaries', and affiliates' legal matters, technical data, systems and programs, financial and planning data, business development or strategic plans or data, marketing strategies, software development, product development, pricing, customer information, trade secrets, personnel information, and other privileged or confidential business information.

The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Executive at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

6.2 Non-Solicitation. The Executive agrees that, during the Executive's employment and at all times thereafter during the Severance Period, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Employer to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Employer or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

6.3 Non-Disparagement. The Executive agrees, during the Executive's employment and at all times thereafter, not to make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Employer, the

Company or any Affiliate, or their respective employees, officers, directors, products or services. The Employer agrees that it shall use its best reasonable efforts to assure that none of its executive officers or directors make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Executive. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this requirement.

6.4 Reasonableness. In the event the provisions of this Section 6 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

6.5 Equitable Relief.

(a) Executive acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate interests of Employer, that the Employer would not have entered into the Agreement in the absence of such restrictions, and that any violation of any provision of this Section 6 will result in irreparable injury to Employer. By entering into the Agreement, the Executive represents that his or her experience and capabilities are such that the restrictions contained in this Section 6 will not prevent the Executive from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Executive further represents and acknowledges that (i) he or she has been advised by Employer to consult his or her own legal counsel in respect of this Agreement, and (ii) that he or she has had full opportunity, prior to agreeing to enter into the Agreement, to review thoroughly this Agreement with his or her counsel.

(b) Executive agrees that Employer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. In the event that any of the provisions of this Section 6 should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Executive irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Section 6, including without limitation, any action commenced by the Employer or the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the Northern District of California, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Executive may have to the laying of venue of any such suit, action or proceeding in any such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 7.9.

6.6 Survival of Provisions. The obligations contained in this Section

shall survive the termination of Executive's employment with Employer and shall be fully enforceable thereafter.

7. GENERAL PROVISIONS.

7.1 Except as otherwise provided herein or by law, no right or interest of the Executive under the Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under the Agreement shall be liable for, or subject to, any obligation or liability of such Executive. When a payment is due under the Agreement to an Executive who is unable to care for his or her affairs, payment may be made directly to the Executive's legal guardian or personal representative.

7.2 If the Employer, the Company or any Affiliate is obligated pursuant to applicable law or by virtue of being a party to a contract (other than this Agreement) to pay severance pay, a termination indemnity, notice pay or the like or if the Employer, the Company or any Affiliate is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

7.3 Neither the entering into of this Agreement, nor the payment of any benefits hereunder shall be construed as giving the Executive, or any person whomsoever, the right to be retained in the service of the Employer, and the Executive shall remain subject to discharge to the same extent as if the Agreement had never been executed.

7.4 If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed and enforced as if such provisions had not been included.

7.5 The Company, the Employer and the Executive intend for the Agreement to comply with the requirements of Code section 409A such that none of the payments hereunder will result in compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A). The Agreement shall be interpreted in a manner consistent with such intent.

If any provision of the Agreement would cause compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A), such provision shall be void, and the Employer shall have the unilateral right to amend the Agreement retroactively for compliance with Code section 409A in such a way as to achieve substantially similar economic results without causing such inclusion. Any such amendment shall be binding on the Executive. In the event the Agreement does not comply with the requirements of Code section 409A, the Executive will be solely responsible for any adverse tax consequences to the Executive.

7.6 The Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Employer and its successors and assigns, and by the Executive and by the personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while any amount would still be payable to the Executive (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Agreement to the executors, personal representatives or administrators of the Executive's estate.

7.7 The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

7.8 The Agreement shall not be funded. The Executive shall not have any right to, or interest in, any assets of the Employer which may be applied by the Employer to the payment of benefits or other rights under the Agreement.

7.9 All notices and all other communications provided for in the Agreement (i) shall be in writing, (ii) shall be hand delivered, sent by overnight courier or by United States registered mail, return receipt requested and postage prepaid, addressed, in the case of the Employer, to the principal office of the Employer, attention President, and in the case of the Company, to 2855 Campus Drive, San Mateo, California 94403, attention General Counsel, and in the case of the Executive, to the last known address of the Executive, and (iii) shall be effective only upon actual receipt.

7.10 The Agreement shall be construed and enforced according to the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) to the extent not preempted by federal law, which shall otherwise control.

\*\*\*\*\*

#### EXHIBIT A

#### WAIVER AND RELEASE OF CLAIMS

In consideration of, and subject to, the payment to be made to me by (the "Employer") of the "Severance Payment" (in each case as defined in the Amended and Restated Severance Agreement (Non-Change in Control), dated as of , entered into between me and the Employer (the "Agreement")), I hereby waive any claims I may have for employment or re-employment by the Employer or any parent or subsidiary of the Employer after the date hereof, and I further agree to and do release and forever discharge the Employer and any parent or subsidiary of the Employer, and their respective past and present officers, directors, shareholders, insurers, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with the Employer or any parent or subsidiary of the Employer, or the termination thereof, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, the Civil Rights Acts, Age Discrimination in Employment Act as amended by the Older Workers' Benefits Protection Act, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, or any other federal, state or local legislation or common law relating to employment or discrimination in employment or otherwise; provided however, that no claim that I may have against the Employer in any capacity other than as an Employer shall be waived pursuant to this Waiver and Release.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims shall adversely affect (i) my rights to ongoing Severance Benefits under the terms of the Agreement; (ii) my rights to benefits (other than severance payments or benefits) under plans, programs and arrangements of the Employer or any parent or subsidiary of the Employer; (iii) my rights to indemnification under any indemnification agreement, applicable law or the certificates of incorporation or bylaws of the Employer or any parent or subsidiary of the Employer, (iv) my rights under any director's and officers' liability insurance policy covering me, (v) my workers compensation rights, or (vi) my unemployment insurance rights.

I acknowledge that I have signed this Waiver and Release of Claims voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and the Employer's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Agreement and that my entitlement thereto shall be governed by the terms and conditions of the Agreement and any applicable plan. I expressly hereby consent to such terms and conditions.

I acknowledge that (i) I am waiving any rights or claims I might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (ii) I have received consideration beyond that to which I was previously entitled; (iii) I have been given forty-five (45) days to review and consider this Waiver and Release of Claims (unless I have signed a written waiver of such review and consideration period); (iv) I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by the Employer to do so if I choose; and (vi) I have been separately furnished a written schedule of all persons, listed by job title and age, within the affected decisional unit who were selected and not selected for the benefits extended by this Agreement, as may be required by the ADEA. I may revoke this Waiver and Release of Claims seven days or less after its execution by providing written notice to the Employer.

I acknowledge that it is my intention and the intention of the Employer in executing this Waiver and Release of Claims that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, I hereby expressly waive any and all rights and benefits conferred upon me by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to me, and expressly I consent that this Waiver and Release of Claims shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver and Release of Claims and which, if known or suspected at the time of executing this Waiver and Release of Claims, may have materially affected this settlement.

Finally, I acknowledge that I have read this Waiver and Release of Claims and understand all of its terms.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date Signed \_\_\_\_\_

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EXHIBIT B

Assignment and Assumption of  
Amended and Restated Severance Agreement  
Between \_\_\_\_\_ and \_\_\_\_\_

As of \_\_\_\_\_

(the "Old Employer") and \_\_\_\_\_ (the "Executive") have entered into an Amended and Restated Severance Agreement (Non-Change in Control dated \_\_\_\_\_ (the "Agreement")). The Executive is transferring employment from the Old Employer to \_\_\_\_\_ (the "New Employer"), effective \_\_\_\_\_. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Old Employer shall assign the Agreement to the Company or Affiliate. To order to carry out the provisions of the last bullet of the Agreement -

1. The Old Employer hereby assigns the Agreement to the New Employer.
2. The New Employer hereby assumes the obligations of the Old Employer under the Agreement.
3. The assignment and assumption are effective as of the date employment is transferred.
4. The Executive hereby acknowledges receipt of notice of the assignment and assumption.

THE OLD EMPLOYER	THE NEW EMPLOYER
By: Name: Title:	By: Name: Title:
EXECUTIVE	
Name:	

EXHIBIT 99.5

AMENDED AND RESTATED SEVERANCE AGREEMENT  
(NON-CHANGE IN CONTROL)

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL), dated as of and effective June 21, 2010, is by and between Con-way Truckload Inc. (the "Employer"), and Herbert J. Schmidt (the "Executive").

WHEREAS, the Employer and the Executive entered into a Severance Agreement (Change in Control) dated as of December 18, 2009 which, on the terms and subject to the conditions contained therein, provides for the Employer to make available to the Executive certain severance payments and benefits in connection with a Change in Control (as defined in the CIC Severance Agreement);

WHEREAS, the Employer and the Executive also entered into a Severance Agreement (Non-Change in Control) dated as of December 18, 2009 (the "Original Agreement") to set forth the terms and conditions on which the Employer agreed to make available to the Executive certain severance payments and benefits in the event of the Executive's termination of employment in certain circumstances other than in connection with a Change in Control;

WHEREAS, the Employer and the Executive subsequently entered into Amendment No. 1 to Severance Agreement (Non-Change in Control) dated as of January 25, 2010 ("Amendment No. 1") in order to amend certain covenants contained in the Original Agreement;

WHEREAS, the parties have discovered that the Original Agreement contained unintended language that limited the extent to which qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance, by providing that only qualifying long-term incentive awards granted after the date of the Original Agreement would be subject to partial acceleration or pro-rated vesting;

WHEREAS, the parties now wish to enter into this Amended and Restated Severance Agreement (Non Change in Control) in order to amend and restate the provisions of the Original Agreement (as amended by Amendment No. 1) in order

to correctly reflect their understanding that all qualifying long-term incentive awards would be subject to partial acceleration or pro-rated vesting upon a Severance;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Employer and the Executive hereby agree as follows:

- \* The attached Terms and Conditions are incorporated herein and made a part of this Agreement.
- \* Subject to the other provisions of this Agreement, if the Executive incurs a Severance the Executive shall be entitled to receive from the Employer:
  - (i) The Severance Payment (the amount of which shall be determined using a multiple (the "Severance Multiple") of one and one half).
  - (ii) The Outplacement Services at a cost to the Employer not to exceed \$25,000; and
  - (iii) The Severance Benefits for a period of 18 months following the Severance Date (the "Severance Period").

In addition, if the Executive incurs a Severance the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions, using a number of months (the "Number of Months") equal to 18. Nothing in this Agreement shall modify or otherwise affect the vesting provisions or other terms of any of Executive's long-term incentive awards which are not Qualifying Long-Term Incentive Awards.

- \* If the Executive transfers to and becomes an employee of the Company or an Affiliate, the Employer shall assign this Agreement to the Company or the Affiliate (as applicable) which shall become the Employer and shall assume the obligations of the Employer.

CON-WAY TRUCKLOAD INC.

EXECUTIVE

By:  
Name: Jennifer W. Pileggi  
Title: Secretary

By: \_\_\_\_\_  
Name: Herbert J. Schmidt  
Address:

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TERMS AND CONDITIONS OF AMENDED AND RESTATED SEVERANCE AGREEMENT (NON-CHANGE IN CONTROL)

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1. DEFINITIONS. As hereinafter used:

"Affiliate" means an affiliate of the Company, as defined in Rule 12b-2

promulgated under Section 12 of the Exchange Act, including any Business Unit.

"Agreement" means the Amended and Restated Severance Agreement (Non-Change in Control) to which these Terms and Conditions are attached, including the Terms and Conditions, which are incorporated by reference in the Agreement.

"Board" means the Board of Directors of the Company.

"Business Unit" is defined in Section 2 of the EIP.

"Cause" for termination by the Employer of the Executive's employment (following the applicable procedures set forth in Section 5) means (i) fraud, misappropriation or embezzlement by the Executive against the Employer, the Company or any Affiliate, (ii) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Employer (other than any such failure resulting from the Executive's incapacity due to Disability) after a written demand for substantial performance is delivered to the Executive by or on behalf of the Employer Board, which demand specifically identifies the manner in which the Employer Board believes that the Executive has not substantially performed the Executive's duties, or (iii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Employer, the Company or an Affiliate, monetarily or otherwise. For purposes of clauses (ii) and (iii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Employer, the Company or an Affiliate.

"Change in Control" has the meaning set forth in the CIC Severance Agreement.

"CIC Severance Agreement" means the Severance Agreement (Change in Control) dated as of December 18, 2009, as amended, entered into by the Executive and the Employer.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, supplemented or substituted from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means Con-way Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

"Disability" means a physical or mental illness or condition causing the Executive's inability to substantially perform the Executive's duties with the Employer.

"EIP" means the Company's 2006 Equity and Incentive Plan, as amended from time to time, or any successor plan.

"Employer" means the entity specified in the first paragraph of the Agreement or any assignee or successor. The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Agreement will be assigned, resulting in a change in the Employer. A draft form of assignment and assumption is attached as Exhibit B.

"Employer Board" means the Board of Directors of the Employer.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

"Executive" means the individual specified in the first paragraph of the Agreement.

"Health Benefits" means health maintenance organization, insured or self-funded medical, dental, vision, prescription drug and behavioral health benefits.

"Involuntary Termination" means the actual termination of the Executive's employment by the Employer for any reason other than death, Disability, Cause or Change in Control. Under no circumstances shall any alleged constructive termination of the Executive's employment constitute an Involuntary Termination.

"Number of Months" has the meaning specified in the Agreement.

"Outplacement Services" means professional outplacement services determined by the Employer to be suitable to the Executive's position. The maximum amount that the Employer will pay for such services is set forth in the Agreement. The outplacement services shall be made available until the earlier of (i) such time as the aggregate cost to the Employer of the outplacement services reaches the maximum amount specified in the Agreement, and (ii) the date on which the Executive obtains another full-time job. The Employer will not pay the Executive cash in lieu of professional outplacement services.

"Person" means any person, as such term is used in Sections 13(d) and 14(d) of the Exchange Act other than (i) the Company or its Affiliates, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or its Affiliates, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock.

"Qualifying Long-Term Incentive Award" means:

- (i) a stock option, stock appreciation right ("SAR") or similar award, or a restricted stock or restricted stock unit ("RSU") award (whether cash-based or equity-based, and whether payable in cash or in stock);
- (ii) that is outstanding on the Severance Date;
- (iii) that has a vesting period that is longer than one year in duration; and
- (iv) that is non-performance-based or, if performance-based, is based solely on changes in the price of the Company's common stock.

"Severance" means an Involuntary Termination.

"Severance Benefits" means Health Benefits for the Severance Period substantially similar to those provided to Executive and Executive's dependents by or on behalf of the Executive's Employer immediately prior to the Severance Date. To the extent possible, the Health Benefits shall be provided at the Employer's expense through COBRA, in accordance with the applicable plans, programs or policies of the Company. For any portion (if any) of the Severance Period in which the Health Benefits cannot be provided through COBRA, the Employer shall promptly purchase, at its own expense and at no cost to the Executive, an individual policy from an A-rated third party insurer under which Executive and Executive's dependents shall receive the benefits described above (with no preexisting condition limitations).

The Health Benefits shall be reduced to the extent benefits of same type are actually received by or are made available to Executive and Executive's dependents, as set forth below (and Executive shall promptly notify Employer or any successor company of any such benefits):

- (a) The Health Benefits shall be reduced to the extent benefits of the

same type are actually received by the Executive or the Executive's dependents following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions; or

(b) The Health Benefits shall be reduced to the extent benefits of the same type are made available to the Executive and Executive's dependents (whether or not Executive elects to actually receive such benefits) by a new employer of Executive following the Executive's termination of employment with the Employer, with no applicable pre-existing condition exclusions are applicable;

provided, however, for avoidance of doubt, benefits made available to one or more of Executive and Executive's dependents by the employer of Executive's spouse shall not reduce the Health Benefits otherwise available, except to the extent the Executive's spouse elects to receive such benefits from his or her employer;

The Employer shall reimburse the Executive for the excess, if any, of the cost to the Executive of Health Benefits over such cost immediately prior to the Severance.

If the Executive dies, the Employer shall continue to provide the Executive's dependents with the Health Benefits otherwise receivable on the same basis as if the Executive had survived.

If any such benefits are treated as deferred compensation subject to Code section 409A and the Executive is a Specified Employee, the Executive shall pay the full cost of such benefits for the first six months after the Severance Date and the Employer shall reimburse the Executive for such payments as soon as practicable thereafter but not later than nine (9) months from the date the Executive paid such costs.

"Severance Date" means the date on which an Executive incurs a Severance, which shall be the date of termination as determined under Section 5.2.

"Severance Multiple" has the meaning set forth in the Agreement.

"Severance Payment" means a payment, in lieu of any other severance payment or benefit pursuant to any other plan or agreement of the Employer, the Company or any Affiliate to which the Executive is otherwise entitled, of an amount equal to the product of (i) the Severance Multiple multiplied by (ii) the sum of (A) the Executive's annual base salary immediately prior to the time of Severance and (B) the Executive's Target Bonus for the calendar year immediately prior to the calendar year in which the Severance occurs.

"Severance Period" has the meaning set forth in the Agreement.

"Specified Employee" has the meaning set forth in the Con-way Inc. 2005 Deferred Compensation Plan for Executives and Key Employees, as amended and restated in December 2008 and as subsequently amended from time to time.

"Target Bonus" means, for any calendar year, an amount equal to (i) the Executive's Annual Compensation (as defined in the Company's Executive Incentive Plan) for that calendar year multiplied by (ii) the Participation Percentage (as defined in the Executive Incentive Plan) applicable to executives in the Executive's grade level (i.e., E1, E2, E3, E4 or E5) for that calendar year, as determined by the Compensation Committee of the Board. "Target Bonus" shall be determined in the manner provided in the preceding sentence whether or not the Executive is a participant in the Executive Incentive Plan during that calendar year, and shall not be based on the Executive's target bonus under any other annual incentive plan in which the Executive participates during that calendar year. If during the calendar year for which the Target Bonus is determined the Executive has not assigned to an executive grade level of E1, E2, E3, E4 or E5, the Executive's grade level for purposes of this definition shall be the grade level between E1 and E5 that the Compensation Committee of the Board has determined is equivalent to the

Executive's actual grade level.

"Tax Counsel" means reputable outside tax counsel retained by the Employer and reasonably acceptable to the Executive.

"Taxes" means all federal, state, local and other taxes, to the extent applicable to all or any part of the Severance Payment and/or Severance Benefits.

"Terms and Conditions" means these terms and conditions.

"Vesting Provisions" means:

(a) for each stock option, stock appreciation right ("SAR") or similar award, and for each non-performance based restricted stock or restricted stock unit ("RSU") award, in each case that is a Qualifying Long-Term Incentive Award scheduled to vest in installments over time, all unvested options, SARs or similar units, shares of restricted stock or RSUs included in such award that are scheduled to vest on or before the date that is the Number of Months after the Severance Date shall vest; and

(b) for each stock option, SAR or similar award, and for each non-performance based restricted stock or RSU award, in each case that is a Qualifying Long-Term Incentive Award subject to cliff-vesting, a percentage of the award shall vest, with the percentage determined by dividing the Number of Months by the total number of months in the cliff-vesting period.

Example 1: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a stock option grant that is scheduled to vest in three equal installments, on January 1, 2010, January 1, 2011 and January 1, 2012, respectively. Executive A incurs a Severance on December 20, 2009. On the Severance Date the stock option installments scheduled to vest on January 1, 2010 and January 1, 2011 would vest but the installment scheduled to vest on January 1, 2012 (more than 18 months after the Severance Date) would not vest under the Vesting Provisions.

Example 2: Assume the Number of Months applicable to Executive A is 18. On January 26, 2009 Executive A received a grant of 10,000 restricted stock units with 36 month cliff vesting. Executive A incurs a Severance on December 20, 2009. On the Severance Date 5,000 restricted stock units (18 months/36 months) would vest under the Vesting Provisions.

## 2. PRIOR ARRANGEMENTS; CIC SEVERANCE AGREEMENTS.

2.1 The parties agree that all prior employment, separation, severance, termination, change of control, or similar agreements, arrangements, or plans (other than the CIC Severance Agreement), whether oral or written, covering the Executive are terminated and superseded and any notice periods with respect to such terminations are deemed satisfied or explicitly waived.

2.2 The parties further agree that the CIC Severance Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to the conditions contained therein) only upon a qualifying severance in connection with a Change in Control, and that this Agreement is intended to provide for severance payments and benefits to be made available to the Executive (on the terms and subject to conditions contained herein) only in connection with a qualifying severance occurring other than in connection with a Change in Control. In no event and under no circumstances shall the Executive be entitled to receive severance payments and benefits under both the CIC Severance Agreement and under this Agreement.

## 3. COMPENSATION OTHER THAN SEVERANCE PAYMENT AND SEVERANCE BENEFITS.

3.1 If the Executive shall incur a Severance, the Employer shall pay the Executive's full salary to the Executive through the Severance Date at the rate in effect immediately prior to the Severance Date, together with all compensation and benefits payable to the Executive through the Severance Date under the terms of the Employer's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Severance Date.

3.2 If the Executive shall incur a Severance, the Employer shall pay to the Executive the Executive's normal post termination compensation and benefits as such payments become due (other than severance payments under any severance plan as in effect immediately prior to the Severance). Such post termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Severance.

4. SEVERANCE PAYMENT AND SEVERANCE BENEFITS; OUTPLACEMENT SERVICES; VESTING OF QUALIFYING LONG-TERM INCENTIVE AWARDS.

4.1 Subject to the other provisions of this Agreement (including, without limitation, Section 5 of these Terms and Conditions), if the Executive incurs a Severance, the Executive shall be entitled to receive from the Employer the Severance Payment, the Severance Benefits and the Outplacement Services. In addition, the Executive's unvested Qualifying Long-Term Incentive Awards shall vest in accordance with and to the extent provided in the Vesting Provisions.

4.2 The Employer shall pay to the Executive the Severance Payment and any Severance Benefits that are payable in cash, in each case less amounts withheld for Taxes as required under applicable law, on the earliest date or dates permitted under Code section 409A, as determined by Tax Counsel or, in the absence of a determination by Tax Counsel, on the date that is six (6) months and one (1) day after the Severance Date (or as soon as practicable thereafter, but in no event later than ten (10) business days immediately following such date). The Employer shall use good faith efforts to obtain from Tax Counsel the determinations contemplated by this Section 4.2. The Executive shall be liable for the payment of all Taxes. The Employer shall be entitled to withhold from amounts to be paid to the Executive hereunder any Taxes which it is from time to time required to withhold.

4.3 The Executive shall not be eligible to receive the Severance Payment, Severance Benefits or Outplacement Services unless the Executive (or, in the event of the death of the Executive, the executor, personal representative or administrator of the Executive's estate) first executes a written release substantially in the form attached as Exhibit A hereto on or after the Severance Date and such release becomes effective prior to the time that the Executive (or the Executive's estate, as applicable) is to receive all or any part of the Severance Payment, the Severance Benefits or the Outplacement Services.

4.4 In the event that the Executive or a dependent of the Executive believes that he or she is not receiving the full amounts to which he or she is entitled under the Agreement, such person may make a claim to the Employer Board and the claims procedure set forth in Section 15 of the EIP shall apply with the Employer Board treated as the Committee. Although claims for amounts under this Agreement are governed by claims procedures under the EIP that also apply to ERISA-covered claims, neither this Agreement nor any amounts payable hereunder are, or are intended to be, governed by ERISA.

4.5 Any further dispute or controversy arising under or in connection with the Agreement which remains after the final decision of the Employer Board as contemplated by Section 4.4 shall be settled exclusively by arbitration, conducted before a single neutral arbitrator in accordance with the American Arbitration Association's

National Rules for Resolution of Employment Disputes as then in effect. Such arbitration shall be conducted in the metropolitan area closest to where the Executive lives. Judgment may be entered on the arbitrator's award in any court having jurisdiction over such metropolitan area; provided however, that the Executive shall be entitled to seek specific performance of his/her right to be paid or to receive benefits hereunder during the pendency of any dispute or controversy under or in connection with this Agreement. The fees and expenses of the arbitrator and the arbitration shall be borne by the Employer.

If, for any legal reason, a controversy arising from or concerning the interpretation or application of this Agreement cannot be arbitrated as provided above, the parties agree that any civil action shall be brought in United States District Court in the metropolitan area closest to where the Executive lives or, only if there is no basis for federal jurisdiction, in state court closest to where the Executive lives. The parties further agree that any such civil action shall be tried to the court, sitting without a jury. The parties knowingly and voluntarily waive trial by jury.

Notwithstanding the foregoing, if at the time a dispute or controversy arises the Executive is working outside of the United States, and if at such time the Executive maintains a residence in the United States, the dispute or controversy will be resolved (i) by arbitration in the metropolitan area closest to the Executive's residence in the United States or (ii) by litigation in the United States District Court in the metropolitan area closest to the Executive's residence in the United States or, only if there is no basis for federal jurisdiction, in state court closest to the Executive's residence in the United States. If the Executive does not maintain a United States residence at such time, the dispute or controversy will be subject to arbitration in San Mateo, California or to litigation in the United States District Court for the Northern District of California (or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California).

4.6 The Employer shall pay to the Executive all legal fees and expenses incurred by the Executive in seeking in good faith to obtain or enforce any benefit or right provided by the Agreement. Such payment shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require. The Employer shall not be obligated to pay legal fees and expenses incurred by any person other than the Executive or the Executive's successor in interest hereunder. However, the Employer shall be obligated to pay legal fees and expenses incurred by the Executive on behalf of the Executive's dependents and legal fees and expenses incurred by the estate of the Executive on behalf of the Executive or the Executive's dependents.

4.7 The Employer agrees that, if the Executive incurs a Severance, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive hereunder. Further, the amount of any payment or benefit provided for in the Agreement shall not be reduced (except as provided in the definition of Severance Benefits) by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Employer, or otherwise.

## 5. NOTICE OF TERMINATION.

5.1 Any Involuntary Termination shall be communicated by written notice from the Employer to the Executive in accordance with Section 7.9, and shall follow the applicable procedures set forth in this Section 5. A notice of termination for Cause shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Employer Board at a meeting of the Employer Board which was called and held for the

purpose of considering such termination (after reasonable notice to the Executive of no less than thirty (30) days and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Employer Board and to have no less than thirty (30) days to substantially cure the acts or omissions that are the basis for Executive's termination of employment) finding that, in the good faith opinion of the Employer Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

5.2 The notice of termination from the Employer shall specify the date of termination, which shall not be less than ten (10) days from the date such notice of termination is given. Once the Employer has specified a date of termination in a notice of termination, the date of termination may not be changed except by mutual consent of the Employer and the Executive.

## 6. RESTRICTIVE COVENANTS.

6.1 Confidential Information. The Executive agrees, during the Executive's employment and at all times thereafter, that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of Employer, either during the period of the Executive's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to Employer, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment with the Employer. This Section 6.1 applies to, but is not limited to, the Employer's, and its parent's, subsidiaries', and affiliates' legal matters, technical data, systems and programs, financial and planning data, business development or strategic plans or data, marketing strategies, software development, product development, pricing, customer information, trade secrets, personnel information, and other privileged or confidential business information.

The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Executive at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

6.2 Non-Solicitation. The Executive agrees that, during the Executive's employment and at all times thereafter during the Severance Period, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Employer to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Employer or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.

6.3 Non-Disparagement. The Executive agrees, during the Executive's employment and at all times thereafter, not to make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Employer, the Company or any Affiliate, or their respective employees, officers, directors, products or services. The Employer agrees that it shall

use its best reasonable efforts to assure that none of its executive officers or directors make, participate in the making of, or encourage any other person to make, any statements, written or oral, that criticize or disparage the Executive. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this requirement.

6.4 Reasonableness. In the event the provisions of this Section 6 shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

6.5 Equitable Relief.

(a) Executive acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate interests of Employer, that the Employer would not have entered into the Agreement in the absence of such restrictions, and that any violation of any provision of this Section 6 will result in irreparable injury to Employer. By entering into the Agreement, the Executive represents that his or her experience and capabilities are such that the restrictions contained in this Section 6 will not prevent the Executive from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Executive further represents and acknowledges that (i) he or she has been advised by Employer to consult his or her own legal counsel in respect of this Agreement, and (ii) that he or she has had full opportunity, prior to agreeing to enter into the Agreement, to review thoroughly this Agreement with his or her counsel.

(b) Executive agrees that Employer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 6, which rights shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. In the event that any of the provisions of this Section 6 should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) Executive irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Section 6, including without limitation, any action commenced by the Employer or the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the Northern District of California, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in California, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Executive may have to the laying of venue of any such suit, action or proceeding in any such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 7.9.

6.6 Survival of Provisions. The obligations contained in this Section shall survive the termination of Executive's employment with Employer and shall be fully enforceable thereafter.

7. GENERAL PROVISIONS.

7.1 Except as otherwise provided herein or by law, no right or interest of the Executive under the Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under the Agreement shall be liable for, or subject to, any obligation or liability of such Executive. When a payment is due under the Agreement to an Executive who is unable to care for his or her affairs, payment may be made directly to the Executive's legal guardian or personal representative.

7.2 If the Employer, the Company or any Affiliate is obligated pursuant to applicable law or by virtue of being a party to a contract (other than this Agreement) to pay severance pay, a termination indemnity, notice pay or the like or if the Employer, the Company or any Affiliate is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

7.3 Neither the entering into of this Agreement, nor the payment of any benefits hereunder shall be construed as giving the Executive, or any person whomsoever, the right to be retained in the service of the Employer, and the Executive shall remain subject to discharge to the same extent as if the Agreement had never been executed.

7.4 If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed and enforced as if such provisions had not been included.

7.5 The Company, the Employer and the Executive intend for the Agreement to comply with the requirements of Code section 409A such that none of the payments hereunder will result in compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A). The Agreement shall be interpreted in a manner consistent with such intent.

If any provision of the Agreement would cause compensation to be includible in the Executive's income pursuant to Code section 409A(a)(1)(A), such provision shall be void, and the Employer shall have the unilateral right to amend the Agreement retroactively for compliance with Code section 409A in such a way as to achieve substantially similar economic results without causing such inclusion. Any such amendment shall be binding on the Executive. In the event the Agreement does not comply with the requirements of Code section 409A, the Executive will be solely responsible for any adverse tax consequences to the Executive.

7.6 The Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Employer and its successors and assigns, and by the Executive and by the personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while any amount would still be payable to the Executive (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Agreement to the executors, personal representatives or administrators of the Executive's estate.

7.7 The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement.

7.8 The Agreement shall not be funded. The Executive shall not have any

right to, or interest in, any assets of the Employer which may be applied by the Employer to the payment of benefits or other rights under the Agreement.

7.9 All notices and all other communications provided for in the Agreement (i) shall be in writing, (ii) shall be hand delivered, sent by overnight courier or by United States registered mail, return receipt requested and postage prepaid, addressed, in the case of the Employer, to the principal office of the Employer, attention President, and in the case of the Company, to 2855 Campus Drive, San Mateo, California 94403, attention General Counsel, and in the case of the Executive, to the last known address of the Executive, and (iii) shall be effective only upon actual receipt.

7.10 The Agreement shall be construed and enforced according to the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) to the extent not preempted by federal law, which shall otherwise control.

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#### EXHIBIT A

#### WAIVER AND RELEASE OF CLAIMS

In consideration of, and subject to, the payment to be made to me by (the "Employer") of the "Severance Payment" (in each case as defined in the Amended and Restated Severance Agreement (Non-Change in Control), dated as of , entered into between me and the Employer (the "Agreement")), I hereby waive any claims I may have for employment or re-employment by the Employer or any parent or subsidiary of the Employer after the date hereof, and I further agree to and do release and forever discharge the Employer and any parent or subsidiary of the Employer, and their respective past and present officers, directors, shareholders, insurers, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with the Employer or any parent or subsidiary of the Employer, or the termination thereof, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, the Civil Rights Acts, Age Discrimination in Employment Act as amended by the Older Workers' Benefits Protection Act, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, or any other federal, state or local legislation or common law relating to employment or discrimination in employment or otherwise; provided however, that no claim that I may have against the Employer in any capacity other than as an Employer shall be waived pursuant to this Waiver and Release.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims shall adversely affect (i) my rights to ongoing Severance Benefits under the terms of the Agreement; (ii) my rights to benefits (other than severance payments or benefits) under plans, programs and arrangements of the Employer or any parent or subsidiary of the Employer; (iii) my rights to indemnification under any indemnification agreement, applicable law or the certificates of incorporation or bylaws of the Employer or any parent or subsidiary of the Employer, (iv) my rights under any director's and officers' liability insurance policy covering me, (v) my workers compensation rights, or (vi) my unemployment insurance rights.

I acknowledge that I have signed this Waiver and Release of Claims voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and the Employer's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Agreement and that my entitlement thereto shall be governed by the terms and conditions of the Agreement and any applicable plan. I expressly hereby consent to such terms and conditions.

I acknowledge that (i) I am waiving any rights or claims I might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (ii) I have received consideration beyond that to which I was previously entitled; (iii) I have been given forty-five (45) days to review and consider this Waiver and Release of Claims (unless I have signed a written waiver of such review and consideration period); (iv) I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by the Employer to do so if I choose; and (vi) I have been separately furnished a written schedule of all persons, listed by job title and age, within the affected decisional unit who were selected and not selected for the benefits extended by this Agreement, as may be required by the ADEA. I may revoke this Waiver and Release of Claims seven days or less after its execution by providing written notice to the Employer.

I acknowledge that it is my intention and the intention of the Employer in executing this Waiver and Release of Claims that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, I hereby expressly waive any and all rights and benefits conferred upon me by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, to the extent applicable to me, and expressly I consent that this Waiver and Release of Claims shall be given full force and effect according to each and all of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I acknowledge that I may hereafter discover claims or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Waiver and Release of Claims and which, if known or suspected at the time of executing this Waiver and Release of Claims, may have materially affected this settlement.

Finally, I acknowledge that I have read this Waiver and Release of Claims and understand all of its terms.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name

Date Signed \_\_\_\_\_

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EXHIBIT B

Assignment and Assumption of  
Amended and Restated Severance Agreement  
Between \_\_\_\_\_ and  
\_\_\_\_\_  
As of \_\_\_\_\_

(the "Old Employer") and (the "Executive") have entered into an Amended and Restated Severance Agreement (Non-Change in Control dated (the "Agreement"). The Executive is transferring employment from the Old Employer to (the "New Employer"), effective . The last bullet of the Agreement provides that, if the Executive transfers to the Company or an Affiliate, the Old Employer shall assign the Agreement to the Company or Affiliate. To order to carry out the provisions of the last bullet of the Agreement -

1. The Old Employer hereby assigns the Agreement to the New Employer.

2. The New Employer hereby assumes the obligations of the Old Employer under the Agreement.
3. The assignment and assumption are effective as of the date employment is transferred.
4. The Executive hereby acknowledges receipt of notice of the assignment and assumption.

THE OLD EMPLOYER	THE NEW EMPLOYER
By: Name: Title:	By: Name: Title:
EXECUTIVE  Name:	