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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

XPO LOGISTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

03-0450326
(I.R.S. Employer
Identification No.)

Five Greenwich Office Park, Greenwich, Connecticut 06831
(Address of principal executive offices)

**AMENDED AND RESTATED 2001 STOCK OPTION PLAN
2011 OMNIBUS INCENTIVE COMPENSATION PLAN
AMENDED AND RESTATED 2011 OMNIBUS INCENTIVE COMPENSATION PLAN
OPTION AWARD AGREEMENT (EMPLOYMENT INDUCEMENT GRANT)
RESTRICTED STOCK UNIT AWARD AGREEMENT
(EMPLOYMENT INDUCEMENT GRANT)
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
(EMPLOYMENT INDUCEMENT GRANT)**
(Full title of the plans)

Gordon E. Devens
Senior Vice President and General Counsel
XPO Logistics, Inc.
Five Greenwich Office Park, Greenwich, Connecticut 06831
(Name and address of agent for service)
(855) 976-4636
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Share (7)	Proposed Maximum Aggregate Offering Price (7)	Amount of Registration Fee
Common Stock, \$0.001 par value				
Outstanding Award Shares (1)(2)	1,431,439	n/a	n/a	n/a
Remaining Shares (3)(4)	26,643	n/a	n/a	n/a
Shares not previously registered(5)	4,000,000	\$14.88	\$59,520,000	\$6,820.99
Shares not previously registered(6)	185,000	\$14.88	\$2,752,800	\$315.47
Total	5,643,082 (8)	n/a	n/a	\$7,136.46

- (1) The Outstanding Award Shares are shares of common stock of XPO Logistics, Inc. (the "Company") that were subject to outstanding options under the Company's Amended and Restated 2001 Stock Option Plan (the "Stock Option Plan") or awards under the Company's 2011 Omnibus Incentive Compensation Plan (the "Prior Plan") as of May 31, 2012. On May 31, 2012, the Company's stockholders approved the adoption of the Amended and Restated 2011 Omnibus Incentive Compensation Plan (the "New Plan"), which replaced and superseded the Prior Plan. Pursuant to Section 4 of the New Plan, the Outstanding Award Shares will become available for issuance under the New Plan if such outstanding options under the Stock Option Plan or awards under the Prior Plan are forfeited on or after May 31, 2012; provided, however, such forfeited Outstanding Award Shares with respect to options originally granted under the Stock Option Plan will only become available to be delivered pursuant to stock options granted under the New Plan. In addition, any shares of common stock of the Company that are withheld by the Company in payment of the exercise price of an award granted under the New Plan or the Prior Plan or an option under the Stock Option Plan or any taxes required to be withheld in respect of such an award or option, will again become available for issuance under the New Plan.
- (2) The Outstanding Award Shares exclude: (i) 745,000 shares with respect to restricted stock units that were granted under the Prior Plan and (ii) 75,000 shares with respect to restricted stock units that were granted outside the Stock Option Plan and the Prior Plan. Such restricted stock units will be settled from the additional share capacity approved by the Company's stockholders on May 31, 2012. The Outstanding Award Shares also exclude the 185,000 shares referenced in Note (6) below.
- (3) The Remaining Shares are shares of common stock of the Company that were previously registered by the Company and available for grant under the Prior Plan but were not subject to outstanding awards on May 31, 2012 and are now available for grant under the New Plan pursuant to Section 4 of the New Plan.
- (4) The Outstanding Award Shares and the Remaining Shares are referred to as the "Carried Forward Shares". The Carried Forward Shares were previously registered by the Company under a registration statement on Form S-8 filed on September 20, 2011 (File No. 333-176921) and the Company paid the required fee. Pursuant to Interpretation 89 under Section G of the Manual of Publicly Available Telephone Interpretations of the Division of Corporation Finance of the Securities and Exchange Commission (July 1997) and Instruction E to the General Instructions to Form S-8, the Company has carried forward the registration fee for the Carried Forward Shares. The Company has concurrently filed Post-Effective Amendment No. 1 to the registration statement on Form S-8 filed on September 20, 2011 (File No. 333-176921) deregistering the Carried Forward Shares under the Prior Plan.
- (5) Represents 4,000,000 shares of common stock available for issuance under the New Plan, which includes 820,000 shares with respect to the restricted stock units that are referenced in Note (2) above.
- (6) Represents 50,000 shares of common stock reserved for issuance upon exercise of options awarded pursuant to an option award agreement dated as of February 13, 2012; 50,000 shares of common stock reserved for issuance upon vesting of time-based restricted stock units awarded pursuant to a restricted stock unit award agreement dated as of February 13, 2012; and 85,000 shares of common stock reserved for issuance upon vesting of performance-based restricted stock units awarded pursuant to a performance-based restricted stock unit award agreement dated as of February 13, 2012. These awards were granted by the Company as employment inducement awards.
- (7) Calculated solely for purposes of this offering under Rule 457(h) of the Securities Act of 1933 on the basis of the average of the high and low selling price per share of common stock of the Company on August 29, 2012, as reported by the New York Stock Exchange.
- (8) Pursuant to Rule 416 of the Securities Act of 1933, this registration statement shall also cover any additional shares of common stock which become issuable under the New Plan pursuant to this registration statement by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the Company's outstanding shares of common stock.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

Information required by Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the Note to Part I of Form S-8.

Item 2. Registrant Information and Employee Plan Annual Information.

Information required by Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with Rule 428 under the Securities Act and the Note to Part I of Form S-8.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of the Company filed with the Securities and Exchange Commission ("Commission") are incorporated in this registration statement by reference and made a part hereof:

- (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2011, including portions of the Company's Proxy Statement on Schedule 14A filed on April 27, 2012, to the extent incorporated by reference into such Annual Report on Form 10-K;
- (b) Quarterly Reports on Form 10-Q for the quarter ended March 31, 2012 and the quarter ended June 30, 2012;
- (c) Current Reports on Form 8-K and amendments thereto filed on January 20, 2012, February 7, 2012, March 20, 2012, June 4, 2012, June 8, 2012, August 9, 2012 and August 22, 2012; and
- (d) The description of the Company's Common Stock contained in the Company's registration statement on Form S-3, filed on September 20, 2011, including any amendments or reports filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which de-registers all securities then remaining unsold shall be deemed to be incorporated by reference into this registration statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Article VIII of the Company's Amended and Restated Certificate of Incorporation, as amended (the "Company Certificate"), provides as follows:

The Company shall indemnify any person who was, is or is threatened to be made a party to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director or officer of the Company or (ii) while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent permitted under the Delaware General Corporation Law (the "DGCL"), as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Company or elects to continue to serve as a director or officer of the Company while this Article VIII is in effect. Any repeal or amendment of this Article VIII shall be prospective only and shall not limit the rights of any such director or officer of the obligations of the Company with respect to any claim arising from or related to the services of such director or officer in any of the foregoing capacities prior to any such repeal or amendment to this Article VIII. Such right shall include the right to be paid by the Company expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the DGCL, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the DGCL, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor as actual determination by the Company (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of stockholders or directors, agreement, or otherwise.

Without limiting the generality of the foregoing, to the extent permitted by then applicable law, the grant of mandatory indemnification pursuant to this Article VIII shall extend to proceedings involving the negligence of such person.

The Company may additionally indemnify any employee or agent of the Company to the fullest extent permitted by law.

As used herein, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such action, suit or proceeding.

Article IX of the Company Certificate provides as follows:

A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper benefit. Any repeal or amendment of this Article IX by the stockholders of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Company arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Company is not personally liable as set forth in the foregoing provisions of this Article IX, a director shall not be liable to the Company or its stockholders to such further extent as permitted by any law hereafter enacted, including, without limitation, any subsequent amendment to the DGCL.

Article VII, Section 8 of the Company's 2nd Amended and Restated Bylaws provides that the Company will indemnify its directors and officers to the fullest extent permitted by the DGCL and may, if and to the extent authorized by the Board of Directors, so indemnify such other persons whom it has the power to indemnify against any liability, reasonable expense or other matter whatsoever.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses including attorneys' fees, judgments, fines and amounts paid in settlement in connection with various actions, suits or proceedings, whether civil, criminal, administrative or investigative other than an action by or in the right of the corporation, a derivative action, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful.

A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses including attorneys' fees incurred in connection with the defense or settlement of such actions, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's by-laws, disinterested director vote, stockholder vote, agreement or otherwise.

In addition, the Company maintains directors' and officers' liability insurance policies.

Item 7. Exemption from Registration Claimed

Not Applicable.

Item 8. Exhibits

<u>Exhibit Number</u>	<u>Exhibit</u>
4.1	Amended and Restated Certificate of Incorporation of the Company, dated May 17, 2005, filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, and incorporated herein by reference.
4.2	Certificate of Amendment to the Certificate of Incorporation of the Company, dated June 1, 2006, filed as Exhibit 3 to the Company's Current Report on Form 8-K filed with the SEC on June 7, 2006, and incorporated herein by reference.
4.3	Certificate of Amendment to the Certificate of Incorporation of the Company, dated June 20, 2007, filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, and incorporated herein by reference.
4.4	Certificate of Amendment to the Certificate of Incorporation of the Company, dated September 1, 2011, filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on September 6, 2011, and incorporated herein by reference.
4.5	2nd Amended and Restated Bylaws of the Company, dated August 30, 2007, filed as Exhibit 3.2 to the Company's Current Report on Form 8-K/A filed with the SEC on September 14, 2007, and incorporated herein by reference.
4.6	Amended and Restated 2001 Stock Option Plan, filed as Exhibit 4.1 to the Company's registration statement on Form S-8 filed with the SEC on May 20, 2010, and incorporated herein by reference.

- 4.7 2011 Omnibus Incentive Compensation Plan, filed as Exhibit D to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on June 14, 2011, and incorporated herein by reference.
- 4.8 Amended and Restated 2011 Omnibus Incentive Compensation Plan, filed as Exhibit A to the Company's definitive proxy statement on Schedule 14A filed with the SEC on April 27, 2012, and incorporated herein by reference.
- 4.9 Option Award Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig.
- 4.10 Restricted Stock Unit Award Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig.
- 4.11 Performance-Based Restricted Stock Unit Award Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig.
- 5.1 Opinion of counsel.
- 23.1 Consent of KPMG LLP.
- 23.2 Consent of counsel (included in Exhibit 5.1).
- 24.1 Power of Attorney (included in the signature page hereto).

Item 9. Undertakings

A. The undersigned Company hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by these paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

B. The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference into the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwich, State of Connecticut, on this August 30, 2012.

XPO LOGISTICS, INC.,

By: /s/ Gordon E. Devens

Gordon E. Devens

Senior Vice President and General Counsel

POWER OF ATTORNEY

We, the undersigned directors and officers of XPO Logistics, Inc., do hereby constitute and appoint Bradley S. Jacobs and Gordon E. Devens, or either of them, our true and lawful attorneys and agents, with full power of substitution, to do any and all acts and things in our name and on our behalf in our capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said registrant to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this registration statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments and any related registration statement pursuant to Rule 462(b) under the Securities Act of 1933, as amended) hereto and we do hereby ratify and confirm all that said attorneys and agents, or any of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bradley S. Jacobs</u> Name: Bradley S. Jacobs	Chief Executive Officer (Principal Executive Officer), Chairman of the Board of Directors and Director	August 30, 2012
<u>/s/ John J. Hardig</u> Name: John J. Hardig	Chief Financial Officer (Principal Financial Officer)	August 30, 2012
<u>/s/ Kent R. Renner</u> Name: Kent R. Renner	Chief Accounting Officer (Principal Accounting Officer)	August 30, 2012
<u>/s/ G. Chris Andersen</u> Name: G. Chris Andersen	Director	August 30, 2012
<u>/s/ Michael G. Jesselson</u> Name: Michael G. Jesselson	Director	August 30, 2012
<u>/s/ Adrian P. Kingshott</u> Name: Adrian P. Kingshott	Director	August 30, 2012
<u>/s/ James J. Martell</u> Name: James J. Martell	Director	August 30, 2012
<u>/s/ Jason D. Papastavrou</u> Name: Jason D. Papastavrou	Director	August 30, 2012
<u>/s/ Oren G. Shaffer</u> Name: Oren G. Shaffer	Director	August 30, 2012

EXHIBIT INDEX

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4.3	Certificate of Amendment to the Certificate of Incorporation of the Company, dated June 20, 2007, filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, and incorporated herein by reference.
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4.8	Amended and Restated 2011 Omnibus Incentive Compensation Plan, filed as Exhibit A to the Company's definitive proxy statement on Schedule 14A filed with the SEC on April 27, 2012, and incorporated herein by reference.
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5.1	Opinion of counsel.*
23.1	Consent of KPMG LLP.*
23.2	Consent of counsel (included in Exhibit 5.1).
24.1	Power of Attorney (included in the signature page hereto).

* Filed herewith

OPTION AWARD AGREEMENT AS GOVERNED BY THE TERMS OF THE XPO LOGISTICS, INC. 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of February 13, 2012, between XPO LOGISTICS, INC., a Delaware corporation (the "Company"), and JOHN J. HARDIG.

This Option Award Agreement (the "Award Agreement") sets forth the terms and conditions of an award of options to purchase 50,000 shares (this "Award") of the Company's common stock, \$0.001 par value per share (each, a "Share"), that are being granted to you on the date hereof (such date, the "Grant Date"), at an exercise price of \$14.09 per Share (the "Exercise Price"), that are subject to the terms and conditions specified herein (each such option to purchase one Share, an "Option"), and that are governed by the terms and conditions of the XPO Logistics, Inc. 2011 Omnibus Incentive Compensation Plan (the "Plan"). The Options are not intended to qualify as "incentive stock options" (within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended).

THIS AWARD IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN SECTION 10 OF THIS AWARD AGREEMENT. BY SIGNING YOUR NAME BELOW, YOU SHALL HAVE CONFIRMED YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.

SECTION 1. The Plan. This Award is granted to you as an inducement to serve as the Company's Chief Financial Officer and as an incentive for increased efforts during such service. Although this Award is not granted under the Plan, it is governed by the terms and conditions of the Plan, all of which are hereby incorporated in this Award Agreement. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern. Except as explicitly set forth in this Award Agreement, in the event of any conflict between the terms of this Award Agreement and the terms of any individual employment agreement between you and the Company or any of its Subsidiaries (an "Employment Agreement"), the terms of your Employment Agreement will govern.

SECTION 2. Definitions. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. As used in this Award Agreement, the following terms have the meanings set forth below:

"Business Day" means a day that is not a Saturday, a Sunday or a day on which banking institutions are legally permitted to be closed in the City of New York.

"Cause" has the meaning set forth in your Employment Agreement.

“**Vesting Date**” means each date on which all or a portion of the Options subject to this Award Agreement become fully vested and exercisable as provided in Section 3(a) or 3(c) of this Award Agreement.

SECTION 3. **Vesting and Exercise.** (a) **Vesting Schedule.** (i) On each Vesting Date set forth below, your rights with respect to the number of Options that corresponds to such Vesting Date, as specified in the chart below, shall become vested and such Options shall become exercisable, provided that you must be employed by the Company or an Affiliate on the relevant Vesting Date, except (A) as otherwise determined by the Committee in its sole discretion, (B) as set forth in Section 3 of this Award Agreement or (C) as otherwise provided in your Employment Agreement.

(ii) In the event that your employment with the Company is terminated prior to the last Vesting Date under any of the circumstances described in your Employment Agreement, your entitlement to vest in the Options pursuant to this Award shall be governed by the relevant section of your Employment Agreement.

<u>Scheduled Vesting Date</u>	<u>Percentage Vested on Such Date</u>	<u>Number of Options Vesting on Such Date</u>
September 2, 2012	20%	10,000
September 2, 2013	20%	10,000
September 2, 2014	20%	10,000
September 2, 2015	20%	10,000
September 2, 2016	20%	10,000

(b) **Exercise of Options.** Options, to the extent that they are vested, may be exercised, in whole or in part (but for the purchase of whole Shares only), by delivery to the Company of (i) written or electronic notice, complying with the applicable procedures established by the Committee or the Company, stating the number of Options that are thereby exercised, and (ii) full payment, in accordance with Section 6(b) of the Plan, of the aggregate Exercise Price for the Shares with respect to which the Options are thereby exercised. The notice shall be signed by you or any other person then entitled to exercise the Options. Upon exercise and full payment of the Exercise Price for Shares with respect to which the Options are thereby exercised, subject to Section 7(a) of this Award Agreement, the Company shall issue to you or your legal representative (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company, the delivery of share certificates or as otherwise determined by the Company) one Share issued pursuant to this Award Agreement for each Option you have exercised.

(c) Change of Control. In the event of a Change of Control, all outstanding Options shall accelerate vesting and become exercisable as of immediately prior to such Change of Control. In addition, all outstanding Options shall accelerate vesting in accordance with the terms of Section 3(d) of your Employment Agreement in the event your employment is terminated without Cause prior to a Change of Control and such termination of employment is in anticipation of the Change of Control and such Change of Control actually occurs not later than six months following the date on which such termination occurs.

SECTION 4. Forfeiture of Options. (a) Notwithstanding the foregoing, unless the Committee determines otherwise, and except as otherwise provided in your Employment Agreement or in Section 3 of this Award Agreement, if the Vesting Date with respect to any Options awarded to you pursuant to this Award Agreement has not occurred prior to the earliest to occur of (i) the date on which your employment with the Company or any of its Subsidiaries terminates, (ii) the date on which you breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit or confidentiality provisions, but does not include any non-disparagement provision set forth in Section 7(f) of your Employment Agreement or otherwise) contained in any arrangements with the Company (including your Employment Agreement) to which you are subject and (iii) the date on which you engage in fraud or wilful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to such Options shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto. Furthermore, except as otherwise provided in your Employment Agreement, in the event that the Company terminates your employment for Cause or you engage in conduct described in clause (ii) or (iii) of the immediately preceding sentence, the Company may, (A) in the case of a termination for Cause, at any time up to six months after such termination, or (B) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after you engage in such conduct, (x) terminate or cancel the Options, including any vested amounts thereof, (y) require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any Options the vesting of which was accelerated upon termination of your employment for any reason, and (z) require you to forfeit or remit to the Company any Shares (or the equivalent value in cash) required to be held by you under the Company's Stock Ownership Guideline (subject, in the case of this Award Agreement and all other equity-based award agreements with the Company, to an aggregate maximum of four times your base salary, as in effect on the date of termination) and that were issued to you upon exercise of the Options; provided, however, that, in cases where cure is possible, you shall first be provided a 15-day cure period to cease and to cure such conduct.

(b) Notwithstanding the foregoing, unless the Committee determines otherwise, and except as otherwise provided in your Employment Agreement, vested and unexercised Options shall automatically expire on the earliest to occur of (i) the date of the termination of your employment for Cause, (i) the date on which you breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-

solicit, non-disparagement or confidentiality provisions) contained in any arrangements of the Company (including your Employment Agreement) to which you are subject, (iii) the date on which you engage in fraud or willful misconduct that materially contributes to any financial restatements or material loss to the Company or any of its Subsidiaries, and (iv) three months after the date of the termination of your employment if your employment is terminated by the Company for any reason other than Cause or you resign voluntarily for any reason, subject, in each case, to the provisions of the last sentence of Section 4(a) of this Award Agreement.

(c) Notwithstanding any provision of this Award Agreement or your Employment Agreement to the contrary, all Options shall automatically expire on the tenth anniversary of the Grant Date.

SECTION 5. No Rights as a Stockholder. You shall not have any rights or privileges of a stockholder with respect to the Options subject to this Award Agreement unless and until certificates representing Shares are actually issued and delivered to you or your legal representative upon exercise of vested Options.

SECTION 6. Non-Transferability of Options. Unless otherwise provided by the Committee in its discretion, Options may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered except as provided in Section 9(a) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment or other encumbrance of an Option in violation of the provisions of this Section 6 and Section 9(a) of the Plan shall be void.

SECTION 7. Withholding, Consents and Legends. (a) Withholding. The delivery of Shares pursuant to Section 3(b) of this Award Agreement is conditioned on satisfaction of any applicable withholding taxes in accordance with this Section 7(a) and Section 9(d) of the Plan. No later than the date as of which an amount first becomes includible in your gross income for Federal, state, local or foreign income tax purposes with respect to the exercise of any Options, you shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld with respect to such amount. In the event that there is withholding tax liability in connection with the exercise of an Option, you may satisfy, in whole or in part, any withholding tax liability by having the Company withhold from the number of Shares you would be entitled to receive upon exercise of the Option a number of Shares having a Fair Market Value (which shall either have the meaning set forth in the Plan or shall have such other meaning as determined by the Company in accordance with applicable withholding requirements) equal to such withholding tax liability.

(b) Consents. Your rights in respect of the Options are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company's supplying to any third-party recordkeeper such personal information as the Committee deems advisable to administer this Award).

(c) Legends. The Company may affix to certificates for Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under any applicable securities laws). The Company may advise the transfer agent to place a stop order against any legended Shares.

SECTION 8. Successors and Assigns of the Company. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.

SECTION 9. Committee Discretion. The Committee shall have full and plenary discretion with respect to any actions to be taken or determinations to be made in connection with this Award Agreement, and its determinations shall be final, binding and conclusive.

SECTION 10. Dispute Resolution. (a) Jurisdiction and Venue. Notwithstanding any provision in your Employment Agreement, you and the Company irrevocably submit to the exclusive jurisdiction of (i) the United States District Court for the Southern District of New York and (ii) the courts of the State of New York for the purposes of any suit, action or other proceeding arising out of this Award Agreement or the terms and conditions of the Plan. You and the Company agree to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or, if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the courts of the State of New York. You and the Company further agree that service of any process, summons, notice or document by U.S. registered mail to the other party's address set forth below shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which you have submitted to jurisdiction in this Section 10(a). You and the Company irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Award Agreement or the terms and conditions of the Plan in (A) the United States District Court for the Southern District of New York or (B) the courts of the State of New York, and hereby and thereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Waiver of Jury Trial. You and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of you may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Award Agreement or the terms and conditions of the Plan.

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 10, except that you may disclose information concerning such dispute to the court that is considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

SECTION 11. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:	XPO Logistics, Inc. Five Greenwich Office Park Greenwich, CT 06831 Attention: General Counsel
with copies to:	Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019 Attention: Jennifer S. Conway, Esq. Facsimile: (212) 474-3700
If to you:	To your address as most recently supplied to the Company and set forth in the Company's records

The parties may change the address to which notices under this Award Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 12. Governing Law. This Award Agreement shall be deemed to be made in the State of Delaware, and the validity, construction and effect of this Award Agreement in all respects shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

SECTION 13. Headings and Construction. Headings are given to the Sections and subsections of this Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Award Agreement or any provision thereof. Whenever the words "include", "includes" or "including" are used in this Award Agreement, they shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

SECTION 14. Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that any such waiver, amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the Options shall be subject to the provisions of Section 7(c) of the Plan).

SECTION 15. Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. You and the Company hereby acknowledge and agree that signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes.

IN WITNESS WHEREOF, the parties have duly executed this Award Agreement as of the date first written above.

XPO LOGISTICS, INC.,

by

/s/ Gordon E. Devens

Name: Gordon E. Devens

Title: Senior Vice President, General Counsel

JOHN J. HARDIG,

/s/ John J. Hardig

RESTRICTED STOCK UNIT AWARD AGREEMENT AS GOVERNED BY THE TERMS OF THE XPO LOGISTICS, INC. 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of February 13, 2012, between XPO LOGISTICS, INC., a Delaware corporation (the “Company”), and JOHN J. HARDIG.

This Restricted Stock Unit Award Agreement (this “Award Agreement”) sets forth the terms and conditions of an award of 50,000 restricted stock units (this “Award”) that are subject to the terms and conditions specified herein (each such restricted stock unit, an “RSU”) and that are governed by the terms and conditions of the XPO Logistics, Inc. 2011 Omnibus Incentive Compensation Plan (the “Plan”). This Award constitutes an unfunded and unsecured promise of the Company to deliver (or cause to be delivered) to you, subject to the terms of this Award Agreement, shares of the Company’s Common Stock, \$0.001 par value (each, a “Share”) as set forth in Section 3 of this Award Agreement.

THIS AWARD IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN SECTION 10 OF THIS AWARD AGREEMENT. BY SIGNING YOUR NAME BELOW, YOU SHALL HAVE CONFIRMED YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.

SECTION 1. The Plan. This Award is granted to you as an inducement to serve as the Company’s Chief Financial Officer and as an incentive for increased efforts during such service. Although this Award is not granted under the Plan, it is governed by the terms and conditions of the Plan, all of which are hereby incorporated in this Award Agreement. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern. Except as explicitly set forth in this Award Agreement, in the event of any conflict between the terms of this Award Agreement and the terms of any individual employment agreement between you and the Company or any of its Subsidiaries (an “Employment Agreement”), the terms of your Employment Agreement will govern.

SECTION 2. Definitions. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. As used in this Award Agreement, the following terms have the meanings set forth below:

“Business Day” means a day that is not a Saturday, a Sunday or a day on which banking institutions are legally permitted to be closed in the City of New York.

“Cause” has the meaning set forth in your Employment Agreement.

“Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other interpretive guidance promulgated thereunder, as in effect from time to time.

“Settlement Date” means each date on which you become entitled to delivery of Shares in settlement of the RSUs subject to this Award Agreement, as provided in Section 3(a), 3(b) or 3(c) of this Award Agreement.

SECTION 3. Vesting and Settlement. (a) Regularly Scheduled Settlement. (i) On each Settlement Date set forth below, you shall become entitled to delivery of Shares in settlement of the number of RSUs that corresponds to such Settlement Date, as specified in the chart below, provided that you must be actively employed by the Company or any of its Subsidiaries on the relevant Settlement Date, except (A) as otherwise determined by the Committee in its sole discretion, (B) as set forth in this Section 3 of this Award Agreement or (C) as otherwise provided in your Employment Agreement.

(ii) In the event that your employment with the Company is terminated prior to the last Settlement Date under any of the circumstances described in your Employment Agreement, your entitlement to receive Shares pursuant to this Award shall be governed by the relevant section of your Employment Agreement.

<u>Scheduled Settlement Date</u>	<u>Percentage Settled on Such Date</u>	<u>Number of Restricted Stock Units Vesting on Such Date</u>
September 2, 2012	20%	10,000
September 2, 2013	20%	10,000
September 2, 2014	20%	10,000
September 2, 2015	20%	10,000
September 2, 2016	20%	10,000

(b) Settlement of RSU Award. Except as set forth in your Employment Agreement and subject to Sections 3(a), 3(c) and 7 of this Award Agreement, on each Settlement Date, the Company shall deliver to you or your legal representative one Share issued pursuant to this Award Agreement for each RSU that is scheduled to be settled on such date in accordance with the terms of this Award Agreement.

(c) Change of Control. In the event of a Change of Control, all outstanding RSUs shall accelerate vesting as of immediately prior to such Change of Control, in which case, except as otherwise set forth in your Employment Agreement, all outstanding RSUs shall be settled not later than the tenth (10th) day following the date of

such Change of Control. In addition, all outstanding RSUs shall accelerate vesting in accordance with the terms of Section 3(d) of your Employment Agreement in the event your employment is terminated without Cause prior to a Change of Control and such termination of employment is in anticipation of the Change of Control and such Change of Control actually occurs not later than six months following the date on which such termination occurs. Notwithstanding the foregoing, in the event that payment of any amount that would otherwise be paid pursuant to the immediately preceding sentence would result in a violation of Section 409A, then your rights to payment of such amount shall become vested pursuant to such sentence and the amount of such payment shall be determined as of the Change of Control, but such amount shall not be paid to you until the earliest time permitted under Section 409A.

SECTION 4. Forfeiture of RSUs. Notwithstanding the foregoing, unless the Committee determines otherwise, and except as otherwise provided in your Employment Agreement or in Section 3 of this Award Agreement, if the Settlement Date with respect to any RSUs awarded to you pursuant to this Award Agreement has not occurred prior to the earliest to occur of (a) the date on which your employment with the Company or any of its Subsidiaries terminates, (b) the date on which you breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit or confidentiality provisions, but does not include any non-disparagement provision set forth in Section 7(f) of your Employment Agreement or otherwise) contained in any arrangements with the Company (including your Employment Agreement) to which you are subject and (c) the date on which you engage in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to such RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto. Furthermore, except as otherwise provided in your Employment Agreement, in the event that the Company terminates your employment for Cause or you engage in conduct described in clause (b) or (c) of the immediately preceding sentence, the Company may, (A) in the case of a termination for Cause, at any time up to six months after such termination, or (B) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after you engage in such conduct, (x) terminate or cancel the RSUs, including any vested amounts thereof, (y) require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs the vesting of which was accelerated upon termination of your employment for any reason, and (z) require you to forfeit or remit to the Company any Shares (or the equivalent value in cash) required to be held by you under the Company's Stock Ownership Guideline (subject, in the case of this Award Agreement and all other equity-based award agreements with the Company, to an aggregate maximum of four times your base salary, as in effect on the date of termination) and that were issued to you upon settlement of any RSUs; provided, however, that, in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

SECTION 5. No Rights as a Stockholder. You shall not have any rights or privileges of a stockholder with respect to the RSUs subject to this Award Agreement unless and until certificates representing Shares are actually issued and delivered to you or your legal representative in settlement of this Award.

SECTION 6. Non-Transferability of RSUs. Unless otherwise provided by the Committee in its discretion, RSUs may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered except as provided in Section 9(a) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment or other encumbrance of RSUs in violation of the provisions of this Section 6 and Section 9(a) of the Plan shall be void.

SECTION 7. Withholding, Consents and Legends. (a) Withholding. The delivery of Shares pursuant to Section 3(b) or 3(c) of this Award Agreement is conditioned on satisfaction of any applicable withholding taxes in accordance with this Section 7(a) and Section 9(d) of the Plan. No later than the date as of which an amount first becomes includible in your gross income for Federal, state, local or foreign income tax purposes with respect to any RSUs you shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld with respect to such amount. In the event that there is withholding tax liability in connection with the settlement of the RSUs you may satisfy, in whole or in part, any withholding tax liability by having the Company withhold from the number of Shares you would be entitled to receive upon settlement of the RSUs a number of Shares having a Fair Market Value (which shall either have the meaning set forth in the Plan or shall have such other meaning as determined by the Company in accordance with applicable withholding requirements) equal to such withholding tax liability.

(b) Consents. Your rights in respect of the RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company's supplying to any third-party recordkeeper such personal information as the Committee deems advisable to administer this Award).

(c) Legends. The Company may affix to certificates for Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under any applicable securities laws). The Company may advise the transfer agent to place a stop order against any legended Shares.

SECTION 8. Successors and Assigns of the Company. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.

SECTION 9. Committee Discretion. The Committee shall have full and plenary discretion with respect to any actions to be taken or determinations to be made in connection with this Award Agreement, and its determinations shall be final, binding and conclusive.

SECTION 10. Dispute Resolution. (a) Jurisdiction and Venue. Notwithstanding any provision in your Employment Agreement, you and the Company irrevocably submit to the exclusive jurisdiction of (i) the United States District Court for the Southern District of New York and (ii) the courts of the State of New York for the purposes of any suit, action or other proceeding arising out of this Award Agreement or the terms and conditions of the Plan. You and the Company agree to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or, if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the courts of the State of New York. You and the Company further agree that service of any process, summons, notice or document by U.S. registered mail to the other party's address set forth below shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which you have submitted to jurisdiction in this Section 10(a). You and the Company irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Award Agreement or the terms and conditions of the Plan in (A) the United States District Court for the Southern District of New York or (B) the courts of the State of New York, and hereby and thereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Waiver of Jury Trial. You and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of you may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Award Agreement or the terms and conditions of the Plan.

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 10, except that you may disclose information concerning such dispute to the court that is considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

SECTION 11. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:

XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, CT 06831
Attention: General Counsel

with copies to:

Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
Attention: Jennifer S. Conway, Esq.
Facsimile: (212) 474-3700

If to you:

To your address as most recently supplied to the Company and set forth in the Company's records

The parties may change the address to which notices under this Award Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 12. Governing Law. This Award Agreement shall be deemed to be made in the State of Delaware, and the validity, construction and effect of this Award Agreement in all respects shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

SECTION 13. Headings and Construction. Headings are given to the Sections and subsections of this Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Award Agreement or any provision thereof. Whenever the words "include", "includes" or "including" are used in this Award Agreement, they shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

SECTION 14. Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that, except as set forth in Section 15(d) of this Award Agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

SECTION 15. Section 409A. (a) It is intended that the provisions of this Award Agreement comply with Section 409A, and all provisions of this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither you nor any of your creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Award Agreement to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to you or for your benefit under this Award Agreement may not be reduced by, or offset against, any amount owing by you to the Company or any of its Affiliates.

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Agreement), on the first business day after such six-month period.

(d) Notwithstanding any provision of this Award Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Company reserves the right to make amendments to this Award Agreement as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, you shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on you or for your account in connection with this Award Agreement (including any taxes and penalties under Section 409A), and neither the Company nor any of its Affiliates shall have any obligation to indemnify or otherwise hold you harmless from any or all of such taxes or penalties.

SECTION 16. Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. You and the Company hereby acknowledge and agree that signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes.

IN WITNESS WHEREOF, the parties have duly executed this Award Agreement as of the date first written above.

XPO LOGISTICS, INC.,

by

/s/ Gordon E. Devens

Name: Gordon E. Devens

Title: Senior Vice President, General Counsel

JOHN J. HARDIG,

/s/ John J. Hardig

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT AS GOVERNED BY THE TERMS OF THE XPO LOGISTICS, INC. 2011 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of February 13, 2012, between XPO LOGISTICS, INC., a Delaware corporation (the "Company"), and JOHN J. HARDIG.

This Performance-Based Restricted Stock Unit Award Agreement (this "Award Agreement") sets forth the terms and conditions of a target award of 85,000 performance-based restricted stock units (this "Award") that are subject to the terms and conditions specified herein (each such restricted stock unit, an "RSU") and that are governed by the terms and conditions of the XPO Logistics, Inc. 2011 Omnibus Incentive Compensation Plan (the "Plan"). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, shares of the Company's Common Stock, \$0.001 par value (each, a "Share"), as set forth in Section 3 this Award Agreement.

THIS AWARD IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN SECTION 10 OF THIS AWARD AGREEMENT. BY SIGNING YOUR NAME BELOW, YOU SHALL HAVE CONFIRMED YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AWARD AGREEMENT.

SECTION 1. The Plan. This Award is granted to you as an inducement to serve as the Company's Chief Financial Officer and as an incentive for increased efforts during such service. Although this Award is not granted under the Plan, it is governed by the terms and conditions of the Plan, all of which are hereby incorporated in this Award Agreement. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern. Except as explicitly set forth in this Award Agreement, in the event of any conflict between the terms of this Award Agreement and the terms of any individual employment agreement between you and the Company or any of its Subsidiaries (an "Employment Agreement"), the terms of your Employment Agreement will govern.

SECTION 2. Definitions. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. As used in this Award Agreement, the following terms have the meanings set forth below:

"Business Day" means a day that is not a Saturday, a Sunday or a day on which banking institutions are legally permitted to be closed in the City of New York.

"Cause" has the meaning set forth in your Employment Agreement.

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

“Determination Date” means the date as soon as reasonably practicable following the completion of the applicable Performance Evaluation Period, but in no event later than March 15 of the calendar year following the completion of the applicable Performance Evaluation Period, as determined by the Committee, on which the Committee determines whether the Performance Goal has been achieved.

“Disability” has the meaning set forth in your Employment Agreement.

“Good Reason” has the meaning set forth in your Employment Agreement

“Performance Evaluation Period” has the meaning set forth on Exhibit A attached hereto.

“Performance Goal” means the goal set forth on Exhibit A attached hereto, the achievement of which determines whether the RSUs subject to this Award Agreement shall be earned.

“Section 409A” means Section 409A of the Code, and the regulations and other interpretive guidance promulgated thereunder, as in effect from time to time.

“Settlement Date” means the date as soon as reasonably practicable following the Vesting Date, but in no event later than March 15 of the calendar year following the later of the applicable Vesting Date and the year in which the applicable Performance Goal is satisfied, on which the Company delivers to you Shares in settlement of the RSUs subject to this Award Agreement.

“Vesting Date” means the date on which the service requirement ends with respect to a tranche of RSUs.

SECTION 3. Vesting and Settlement. (a) Performance-Based Vesting.(i) On each Vesting Date, you shall have the opportunity to vest in the RSUs subject to this Award Agreement as set forth below.

<u>Scheduled Vesting Date</u>	<u>Percentage Eligible to Vest on Such Date</u>	<u>Number of RSUs Eligible to Vest on Such Date</u>
September 2, 2012	20%	17,000
September 2, 2013	20%	17,000
September 2, 2014	20%	17,000
September 2, 2015	20%	17,000
September 2, 2016	20%	17,000

On each Determination Date, the Committee shall determine whether the Performance Goal has been attained for the applicable Performance Evaluation Period and shall provide notice to you of such determination as soon as reasonably practicable following such determination in accordance with Section 11 of this Award Agreement. Except as otherwise determined by the Committee in its sole discretion, or provided in your Employment Agreement or in Section 3 of this Award Agreement, the delivery of Shares with respect to the RSUs is contingent on the attainment of the Performance Goal. Accordingly, unless otherwise determined by the Committee in its sole discretion or provided in your Employment Agreement or in Section 3 of this Award Agreement, you will not become entitled to payment with respect to the RSUs subject to this Award Agreement unless the Committee determines that the Performance Goal has been attained. Upon such determination by the Committee and subject to the provisions of the Plan and this Award Agreement, you shall have the right to payment in the form of Shares equal to that percentage of the RSUs as corresponds to the applicable Vesting Date. Furthermore, pursuant to Section 4 of this Award Agreement and except as otherwise determined by the Committee in its sole discretion or provided in your Employment Agreement or in Section 3 of this Award Agreement, in order to be entitled to payment with respect to a tranche of RSUs, you must be employed by the Company or one of its Subsidiaries on the applicable Vesting Date.

(ii) In the event that your employment with the Company is terminated prior to the last Vesting Date under any of the circumstances described in your Employment Agreement, your entitlement to receive Shares pursuant to this Award shall be governed by the relevant section of your Employment Agreement. If you remain employed until the applicable Vesting Date, in the event that the Performance Goal has not been achieved prior to such Vesting Date but is achieved following such Vesting Date, the RSUs that would otherwise have vested on such Vesting Date will vest and be settled as promptly as practicable after the applicable Determination Date but in no event later than March 15 of the year following the year in which the applicable Performance Goal is satisfied.

(b) Settlement of RSU Award. Except as set forth in your Employment Agreement and subject to Sections 3(a), 3(c) and 7 of this Award Agreement, on each Settlement Date, the Company shall deliver to you or your legal representative one Share issued pursuant to this Agreement for each RSU that has vested in accordance with the terms of this Award Agreement.

(c) Change of Control. In the event of a Change of Control, all outstanding RSUs shall accelerate vesting as of immediately prior to such Change of Control. In addition, all outstanding RSUs shall accelerate vesting in accordance with the terms of Section 3(d) of your Employment Agreement in the event your employment is terminated without Cause prior to a Change of Control and such termination of employment is in anticipation of the Change of Control and such Change of Control actually occurs not later than six months following the date on which such termination occurs. Except as otherwise set forth in your Employment Agreement, all outstanding RSUs that accelerate pursuant to this Section 3(c) shall be settled not later than the tenth (10th) day following the date of such Change of Control.

SECTION 4. Forfeiture of RSUs. Notwithstanding the foregoing, unless the Committee determines otherwise, and except as otherwise provided in your Employment Agreement or in Section 3 of this Award Agreement, if the Vesting Date with respect to any RSUs awarded to you pursuant to this Award Agreement has not occurred prior to the earliest to occur of (a) the date on which your employment with the Company or any of its Subsidiaries terminates, (b) the date on which you breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit or confidentiality provisions, but does not include any non-disparagement provision set forth in Section 7(f) of your Employment Agreement or otherwise) contained in any arrangements with the Company (including your Employment Agreement) to which you are subject and (c) the date on which you engage in fraud or wilful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to such RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto. Furthermore, except as otherwise provided in your Employment Agreement, in the event that the Company terminates your employment for Cause or you engage in conduct described in clause (b) or (c) of the immediately preceding sentence, the Company may, (A) in the case of a termination for Cause, at any time up to six months after such termination, or (B) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after you engage in such conduct, (x) terminate or cancel the RSUs, including any vested amounts thereof, (y) require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs the vesting of which was accelerated upon termination of your employment for any reason, and (z) require you to forfeit or remit to the Company any Shares required to be held by you under the Company's Stock Ownership Guidelines (subject, in the case of this Award Agreement and all other equity-based award agreements with the Company, to an aggregate maximum of four times your base salary, as in effect on the date of termination) and that were issued to you upon settlement of any RSUs; provided, however, that, in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

SECTION 5. No Rights as a Stockholder. You shall not have any rights or privileges of a stockholder with respect to the RSUs subject to this Award Agreement unless and until certificates representing Shares are actually issued and delivered to you or your legal representative in settlement of this Award.

SECTION 6. Non-Transferability of RSUs. Unless otherwise provided by the Committee in its discretion, RSUs may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered except as provided in Section 9(a) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment or other encumbrance of RSUs in violation of the provisions of this Section 6 and Section 9(a) of the Plan shall be void.

SECTION 7. Withholding, Consents and Legends. (a) Withholding. The delivery of Shares pursuant to Section 3(b) or 3(c) of this Award Agreement is conditioned on satisfaction of any applicable withholding taxes in accordance with this Section 7(a) and Section 9(d) of the Plan. No later than the date as of which an amount first becomes includible in your gross income for Federal, state, local or foreign income tax purposes with respect to any RSUs, you shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld with respect to such amount. In the event that there is withholding tax liability in connection with the settlement of the RSUs, you may satisfy, in whole or in part, any withholding tax liability by having the Company withhold from the number of Shares you would be entitled to receive upon settlement of the RSUs, a number of Shares having a Fair Market Value (which shall either have the meaning set forth in the Plan or shall have such other meaning as determined by the Company in accordance with applicable withholding requirements) equal to such withholding tax liability.

(b) Consents. Your rights in respect of the RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company's supplying to any third-party recordkeeper such personal information as the Committee deems advisable to administer this Award).

(c) Legends. The Company may affix to certificates for Shares issued pursuant to this Award Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which you may be subject under any applicable securities laws). The Company may advise the transfer agent to place a stop order against any legended Shares.

SECTION 8. Successors and Assigns of the Company. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.

SECTION 9. Committee Discretion. The Committee shall have full and plenary discretion with respect to any actions to be taken or determinations to be made in connection with this Award Agreement, and its determinations shall be final, binding and conclusive.

SECTION 10. Dispute Resolution. (a) Jurisdiction and Venue. Notwithstanding any provision in your Employment Agreement, you and the Company irrevocably submit to the exclusive jurisdiction of (i) the United States District Court for the Southern District of New York and (ii) the courts of the State of New York for the purposes of any suit, action or other proceeding arising out of this Award Agreement or the terms and conditions of the Plan. You and the Company agree to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or, if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the courts of the State of New York. You and the Company further agree that service of any process, summons, notice or document by U.S.

registered mail to the other party's address set forth below shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which you have submitted to jurisdiction in this Section 10(a). You and the Company irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Award Agreement or the terms and conditions of the Plan in (A) the United States District Court for the Southern District of New York or (B) the courts of the State of New York, and hereby and thereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Waiver of Jury Trial. You and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of you may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Award Agreement or the terms and conditions of the Plan.

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 10, except that you may disclose information concerning such dispute to the court that is considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

SECTION 11. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:

XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, CT 06831
Attention: General Counsel

with copies to:

Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
Attention: Jennifer S. Conway, Esq.
Facsimile: (212) 474-3700

If to you:

To your address as most recently supplied to the Company and set forth in the Company's records

The parties may change the address to which notices under this Award Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 12. Governing Law. This Award Agreement shall be deemed to be made in the State of Delaware, and the validity, construction and effect of this Award Agreement in all respects shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

SECTION 13. Headings and Construction. Headings are given to the Sections and subsections of this Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Award Agreement or any provision thereof. Whenever the words “include”, “includes” or “including” are used in this Award Agreement, they shall be deemed to be followed by the words “but not limited to”. The term “or” is not exclusive.

SECTION 14. Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that, except as set forth in Section 15(d) of this Award Agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

SECTION 15. Section 409A. (a) It is intended that the provisions of this Award Agreement comply with Section 409A, and all provisions of this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(b) Neither you nor any of your creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Award Agreement to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to you or for your benefit under this Award Agreement may not be reduced by, or offset against, any amount owing by you to the Company or any of its Affiliates.

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Agreement), on the first business day after such six-month period.

(d) Notwithstanding any provision of this Award Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Company reserves the right to make amendments to this Award Agreement as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. In any case, you shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on you or for your account in connection with this Award Agreement (including any taxes and penalties under Section 409A), and neither the Company nor any of its Affiliates shall have any obligation to indemnify or otherwise hold you harmless from any or all of such taxes or penalties.

SECTION 16. Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. You and the Company hereby acknowledge and agree that signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes.

IN WITNESS WHEREOF, the parties have duly executed this Award Agreement as of the date first written above.

XPO LOGISTICS, INC.,

by

/s/ Gordon E. Devens

Name: Gordon E. Devens

Title: Senior Vice President, General Counsel

JOHN J. HARDIG,

/s/ John J. Hardig

Performance Goal

- The Performance Goal shall be achieved when the Company's Revenue (as defined below) is greater than the Company's combined revenue from the first and second quarters for fiscal year 2011 (\$85.6 million), as reported in the Company's consolidated financial statements for such quarters.
- "Performance Evaluation Period" shall mean any two consecutive fiscal quarters in fiscal year 2012.
- "Revenue" shall mean the Company's combined revenue for a Performance Evaluation Period as reported in the Company's consolidated financial statements for such quarters.
- If the Performance Goal is not achieved during the first Performance Evaluation Period, this Award shall not be earned and shall be carried over to the following Performance Evaluation Period.
 - For example, if the Performance Goal is not achieved during the first two quarters of fiscal year 2012 but is achieved in a subsequent Performance Evaluation Period, then the RSUs originally scheduled to vest on September 2, 2012 will vest as soon as reasonably practicable following the completion of the applicable Performance Evaluation Period and in no event later than March 15, 2013.
- This Award shall be considered earned when the Performance Goal is achieved but shall remain subject to vesting through September 2, 2016 in accordance with Section 3(a) of this Award Agreement.
- If the Performance Goal is not achieved during any Performance Evaluation Period, this Award shall be forfeited upon the final Determination Date.

August 30, 2012

XPO Logistics, Inc.
Five Greenwich Office Park
Greenwich, Connecticut 06831

Re: XPO Logistics, Inc.
5,643,082 Shares of Common Stock

Ladies and Gentlemen:

I have acted as counsel for XPO Logistics, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-8 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to 5,643,082 shares (the "Shares") of Common Stock, par value \$0.001 per share, of the Company (the "Common Stock"), consisting of (i) 5,458,082 shares of Common Stock issuable pursuant to the Company's Amended and Restated 2011 Omnibus Incentive Compensation Plan, the Company's 2011 Omnibus Incentive Compensation Plan, and the Company's Amended and Restated 2001 Stock Option Plan (collectively, the "Plans") and (ii) an aggregate of 185,000 shares of Common Stock issuable pursuant to the Option Award Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig, the Restricted Stock Unit Award Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig, and the Performance-Based Restricted Stock Unit Agreement, dated as of February 13, 2012, by and between the Company and John J. Hardig (collectively, the "Award Agreements").

In that connection, I have examined originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate records and other instruments as I have deemed necessary or appropriate for the purposes of this opinion, including: (a) the Amended and Restated Certificate of Incorporation of the Company, as amended; (b) the 2nd Amended and Restated By-laws of the Company; (c) certain resolutions adopted by the board of directors of the Company; (d) the Plans; and (e) the Award Agreements.

Based on the foregoing and subject to the qualifications set forth herein, I am of opinion that the Shares have been duly and validly authorized, and when, and if, issued pursuant to the terms of the Plans will be validly issued, fully paid and nonassessable.

I am admitted to practice in the State of Illinois, and I express no opinion as to matters governed by any laws other than the laws of the State of Illinois, the General Corporation Law of the State of Delaware and the Federal laws of the United States of America.

I hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, I do not thereby admit that I am included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/Gordon E. Devens

Gordon E. Devens
Senior Vice President,
General Counsel & Secretary

Consent of Independent Registered Public Accounting Firm

The Board of Directors
XPO Logistics, Inc.:

We consent to the use of our report dated February 29, 2012, with respect to the consolidated balance sheets of XPO Logistics, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2011, incorporated herein by reference.

/s/ KPMG LLP

August 30, 2012