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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): August 15, 2013**

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**XPO LOGISTICS, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-32172**  
(Commission  
File Number)

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

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

**(855) 976-4636**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))
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**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On August 15, 2013, XPO Logistics, Inc. (the “Company”) completed the acquisition of all of the outstanding capital stock of 3PD Holding, Inc. (“3PD”), pursuant to a Stock Purchase Agreement, dated July 12, 2013, as amended (the “Stock Purchase Agreement”), by and among the Company, 3PD, Logistics Holding Company Limited, Mr. Karl Meyer, Karl Frederick Meyer 2008 Irrevocable Trust II, Mr. Randall Meyer, Mr. Daron Pair and Mr. James J. Martell (the “Transaction”). 3PD is the largest non-asset, third party provider of heavy goods, last-mile logistics in North America.

The total consideration paid pursuant to the Stock Purchase Agreement was approximately \$365 million, paid in cash (including deferred payments and an escrow) and 407,479 restricted shares of the Company’s common stock, and was adjusted for 3PD’s cash on hand, estimated net working capital at closing and other items. Substantially all indebtedness for borrowed money of 3PD was paid in full by the Company as part of the consideration paid at the closing of the Transaction. The Company used cash on hand for the Transaction’s cash requirements, including the net proceeds of its recent and previously reported underwritten public offering of 9,694,027 shares of common stock.

Mr. Martell is a member of the board of directors of the Company and also is an investor in, and member of the board of directors of, 3PD. Mr. Martell recused himself from, and did not participate in, deliberations of the Company’s board of directors with respect to the Transaction. Other than his interest in the purchase price paid pursuant to the Stock Purchase Agreement, Mr. Martell did not receive compensation in connection with the Transaction. On July 12, 2013, Mr. Martell entered into a subscription agreement with the Company pursuant to which, on August 15, 2013, he invested \$741,708 of the after-tax proceeds he received in the Transaction in restricted shares of the Company’s common stock. The subscription agreement is described further below in Item 3.02 of this Current Report on Form 8-K.

The terms and conditions of the Transaction were previously reported in the Company’s Current Report on Form 8-K, filed with the Securities and Exchange Commission (the “SEC”) on July 15, 2013 (the “Original Form 8-K”). An Amendment No. 1 to the Stock Purchase Agreement was entered into as of August 14, 2013, although it is not material to the Company. The foregoing description of the Stock Purchase Agreement, as amended, is not complete and is qualified in its entirety by reference to the Stock Purchase Agreement, a copy of which was filed as Exhibit 2.1 to the Original Form 8-K, and incorporated herein by reference, and Amendment No. 1 to Stock Purchase Agreement, a copy of which is filed herewith as Exhibit 2.1, and incorporated herein by reference.

**Item 3.02. Unregistered Sales of Equity Securities.**

As previously reported in the Original Form 8-K, the Company entered into subscription agreements, on July 12, 2013, in connection with the Stock Purchase Agreement, with certain equity holders of 3PD representing an aggregate of 407,479 restricted shares of the Company’s common stock, which subscription agreements were closed on August 15, 2013, the closing date of the Stock Purchase Agreement (the “Subscription Agreements”). The restricted shares of the Company’s common stock issued pursuant to the Subscription Agreements are subject to resale restrictions until September 2, 2016, except the resale restrictions run until August 15, 2014 with respect to 42,319 shares. The number of restricted shares of common stock issued pursuant to the Subscription Agreements was calculated by using a price per share of common stock equal to the closing price of the Company’s common stock on the New York Stock Exchange on July 12, 2013, which was \$18.97.

The issuance of the shares of common stock was exempt from the registration requirements of the Securities Act of 1933, as amended (the “Act”), in accordance with Section 4(2) of the Act, as a transaction by an issuer not involving any public offering.

The foregoing description of the Subscription Agreements is not complete and is qualified in its entirety by reference to the Subscription Agreements, attached as Exhibit 4.8 to the Stock Purchase Agreement, a copy of which was filed as Exhibit 2.1 to the Original Form 8-K, and incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

A copy of the Company’s press release announcing the closing of the Transaction is furnished as Exhibit 99.4 to this Current Report on Form 8-K. The information contained in Exhibit 99.4 is being furnished pursuant to Item 7.01 of this Current Report on Form 8-K and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to liability under Section 18 of the Exchange Act. Furthermore, the information contained in Exhibit 99.4 shall not be deemed to be incorporated by reference into the filings of the Company under the Act or the Exchange Act, except to the extent that the registrant specifically incorporates any such information by reference.

**Item 9.01 Financial Statements and Exhibits.***(a) Financial Statements of Businesses Acquired.*

The consolidated balance sheets of 3PD Holding, Inc. and subsidiaries as of December 31, 2012 and December 31, 2011 and the related consolidated statements of comprehensive loss, changes in stockholders' equity and cash flows for the years ended December 31, 2012, December 31, 2011 and December 31, 2010 required by this Item 9.01(a) are filed as Exhibit 99.2 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.

The consolidated balance sheets of 3PD Holding, Inc. and subsidiaries as of June 30, 2013 and December 31, 2012, and the related consolidated statements of comprehensive loss, changes in stockholders' equity and cash flows for the six months ended June 30, 2013 and June 30, 2012 required by this Item 9.01(a) are filed as Exhibit 99.3 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.

*(b) Pro Forma Financial Information.*

The unaudited pro forma financial information required by Item 9.01(b) pursuant to Article 11 of Regulation S-X is filed as Exhibit 99.1 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.

*(d) Exhibits.*Exhibit  
Number

- |      |  |
|------|--|
| 2.1  | Amendment No. 1 dated August 14, 2013 to Stock Purchase Agreement dated July 12, 2013 by and among the Company, 3PD, Logistics Holding Company Limited, Mr. Karl Meyer, Karl Frederick Meyer 2008 Irrevocable Trust II, Mr. Randall Meyer, Mr. Daron Pair and Mr. James J. Martell.  |
| 99.1 | Pro Forma Financial Information, filed as Exhibit 99.1 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.<br><br>(i) Unaudited pro forma condensed combined balance sheet as of June 30, 2013, and statements of operations for the six months ended June 30, 2013 and the year ended December 31, 2012.   |
| 99.2 | Financial Statements of Businesses Acquired, filed as Exhibit 99.2 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.<br><br>(i) Report of Independent Auditor.<br><br>(ii) Consolidated balance sheets of 3PD Holding, Inc. and subsidiaries as of December 31, 2012 and December 31, 2011, and the related consolidated statements of comprehensive loss, changes in stockholders' equity and cash flows for the years ended December 31, 2012, December 31, 2011 and December 31, 2010. |

- 99.3 Financial Statements of Businesses Acquired, filed as Exhibit 99.3 to the Company's Current Report on Form 8-K/A, filed with the SEC on August 5, 2013, and incorporated herein by reference.
- (i) Consolidated balance sheets of 3PD Holding, Inc. and subsidiaries as of June 30, 2013 and December 31, 2012, and the related consolidated statements of comprehensive loss, changes in stockholders' equity and cash flows for the six months ended June 30, 2013 and June 30, 2012.
- 99.4 Press release, dated August 16, 2013.

**SIGNATURE**

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.

Date: August 16, 2013

XPO LOGISTICS, INC.

By: /s/ Gordon E. Devens  
Gordon E. Devens  
Senior Vice President and General Counsel

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Exhibit Description</u>
2.1	Amendment No. 1 dated August 14, 2013 to Stock Purchase Agreement dated July 12, 2013 by and among the Company, 3PD, Logistics Holding Company Limited, Mr. Karl Meyer, Karl Frederick Meyer 2008 Irrevocable Trust II, Mr. Randall Meyer, Mr. Daron Pair and Mr. James J. Martell.
99.4	Press Release, dated August 16, 2013.

## AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") to the Stock Purchase Agreement, dated as of July 12, 2013 (the "Purchase Agreement"), by and among 3PD Holding, Inc. (the "Company"), Logistics Holding Company Limited, Mr. Karl Meyer, Karl Frederick Meyer 2008 Irrevocable Trust II, Mr. Randall Meyer, Mr. Daron Pair, Mr. James Martell and XPO Logistics, Inc. ("Buyer"), is entered into as of August 14, 2013 by all of the parties to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and warranties herein contained, the sufficiency and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

ARTICLE I  
AMENDMENTS

Section 1.1. Definition of Administrative Expense Percentage. The definition of "Administrative Expense Percentage" is hereby amended and restated, in its entirety, to read as follows:

""Administrative Expense Percentage" means, with respect to each Equity Holder, such Equity Holder's Pro Rata Percentage."

Section 1.2. Definition of Per Share Amount. The definition of "Per Share Amount" is hereby amended and restated, in its entirety, to read as follows:

""Per Share Amount" means an amount equal to (a) the Purchase Price minus the amount of the Tail Premium, divided by (b) the number of Fully Diluted Shares as of the Closing Date."

Section 1.3. Definition of Pro Rata Percentage. The definition of "Pro Rata Percentage" is hereby amended and restated, in its entirety, to read as follows:

""Pro Rata Percentage" means, with respect to each Stockholder, Option Holder and Warrant Holder, the percentage set forth opposite such Stockholder's, Option Holder's or Warrant Holder's name on Exhibit 1.1(c)."

Section 1.4. Termination of Options. Section 2.2(c) of the Purchase Agreement shall be amended and restated, in its entirety, to read as follows:

"(c) make a cash payment through the Company's payroll system to each Option Holder of vested Options (including those which vest in connection with the transactions contemplated by this Agreement) ("Vested Options") in an amount equal to (i) (A) the excess, if any, of (1) the Per Share Amount over (2) the exercise price for a share of Common Stock under such Vested Option, multiplied by (B) the total number of shares of Common Stock subject to such Vested Option minus (ii) an amount equal to (A) (1) the Escrow Amount plus (2) the Holdback Amount multiplied by (B) such Option Holder's Pro Rata Percentage (less any and all applicable federal, state and local Tax withholdings) (an "Option Payment")."

Section 1.5. Payment of Purchase Price. Section 2.6 of the Purchase Agreement shall be amended and restated, in its entirety, to read as follows:

“Section 2.6 Payment of Purchase Price. At the Closing, Buyer shall pay:

(a) to each Stockholder, by wire transfer in immediately available funds to the account or accounts designated to Buyer in writing by the Sellers’ Representative, an amount equal to (i) (A) the Per Share Amount multiplied by (B) the number of Company Shares held by such Stockholder as set forth in the Closing Date Equity Statement minus (ii) an amount equal to (A) (1) the Escrow Amount plus (2) the Holdback Amount multiplied by (B) such Stockholder’s Pro Rata Percentage; and

(b) to the Warrant Holder, by wire transfer in immediately available funds to the account or accounts designated to Buyer in writing by the Sellers’ Representative, an amount equal to (i) (A) the excess, if any, of (1) the Per Share Amount over (2) the exercise price for a share of Common Stock under the Warrant, multiplied by (B) the total number of shares of Common Stock subject to the Warrant sold to Buyer in accordance with the terms and conditions of this Agreement minus (ii) an amount equal to (A) (1) the Escrow Amount plus (2) the Holdback Amount multiplied by (B) such Warrant Holder’s Pro Rata Percentage (the “Warrant Payment”), as set forth in the Closing Date Equity Statement.”

Section 1.6. Entire Agreement. Section 11.8 of the Purchase Agreement shall be amended and restated, in its entirety, to read as follows:

“This Agreement (including the Schedules and Exhibits attached hereto), Amendment No. 1 to this Agreement, dated as of August 14, 2013, the Confidentiality Agreement, the Escrow Agreement and the other documents delivered pursuant to this Agreement constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement. Each Party acknowledges and agrees that, in entering into this Agreement, such Party has not relied on any promises or assurances, written or oral, that are not reflected in this Agreement (including the Schedules and Exhibits attached hereto), Amendment No. 1 of this Agreement, dated as of August 14, 2013, the Confidentiality Agreement, the Escrow Agreement and the other documents delivered pursuant to this Agreement.”

Section 1.7. Pro Rata Percentages. Exhibit 1.1(c) of the Purchase Agreement shall be amended and restated, in its entirety, as attached hereto as Exhibit A.

## ARTICLE II OTHER PROVISIONS

Section 2.1. No Other Amendment or Waiver. Except as expressly set forth herein, all of the terms and provisions of the Purchase Agreement shall remain in full force and effect and the



parties hereto make no other amendment, alteration or modification of the Purchase Agreement nor do they, nor does any of them, by executing this Amendment, waive any provision of the Purchase Agreement or any right that they or it may have thereunder.

Section 2.2. Defined Terms. Capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

Section 2.3. Counterparts. This Amendment may be executed by each of the parties hereto in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be as effective as delivery of a manually executed counterpart of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and delivered as of the date first above written.

**BUYER:**

XPO LOGISTICS, INC.

By: /s/ Gordon E. Devens

Name: Gordon E. Devens

Title: Senior Vice President and General Counsel

**COMPANY:**

3PD HOLDING, INC.

By: /s/ Karl Meyer

Name: Karl Meyer

Title: Chief Executive Officer and President

*Amendment No. 1 to the Stock Purchase Agreement  
Signature Page*

**STOCKHOLDERS:**

LOGISTICS HOLDING COMPANY LIMITED

By: /s/ Mohammed Chowdhury

Name: Mohammed Chowdhury

Title: Director

/s/ Karl Meyer

Karl Meyer

/s/ Randall Meyer

Randall Meyer

/s/ Daron Pair

Daron Pair

/s/ James Martell

James Martell

KARL FREDERICK MEYER 2008 IRREVOCABLE TRUST  
II

By: Daron G. Pair, as Special 3PD, Inc. Trustee of Karl  
Frederick Meyer 2008 Irrevocable Trust II

/s/ Daron G. Pair

*Amendment No. 1 to the Stock Purchase Agreement  
Signature Page*

**Exhibit A**

**Exhibit 1.1(c)**

Pro Rata Percentages<sup>1</sup>

<b><u>Stockholders</u></b>	<b><u>Percentage</u></b>
Logistics Holding Company Limited	65.7381%
Randall Meyer	5.9179%
Daron Pair	11.8357%
James Martell	0.1872%
Karl Meyer	8.6847%
Karl Frederick Meyer 2008 Irrevocable Trust II	3.1510%
<b><u>Option Holders</u></b>	<b><u>Percentage</u></b>
James Martell	0.3822%
Pat Manion	0.2057%
Mark Elsbey	0.2633%
Jonathan Turner	0.2633%
David Faulkenberry	0.1317%
Bud Workmon	1.0120%
Will O'Shea	0.4772%
Russ Marzen	0.3373%
Lee Goldthwaite	0.4031%
Charlie Hitt	0.3949%
Mike Madigan	0.0741%
Tim Dreffer	0.0476%
<b><u>Warrant Holders</u></b>	<b><u>Percentage</u></b>
EVE Partners LLC	0.4930%
<b>Total</b>	<b>100.0000%</b>

<sup>1</sup> The percentages in this schedule may be adjusted by the Sellers' Representative by delivering a revised Exhibit to Buyer prior to Closing.

**XPO Logistics Completes Acquisition of 3PD*****Gains immediate leadership in heavy goods, last-mile logistics******Accelerates financial and operational growth***

**GREENWICH, Conn. — August 16, 2013** — XPO Logistics, Inc. (NYSE: XPO) (“XPO” or the “company”) today announced that it has completed its previously announced acquisition of 3PD Holding, Inc. (“3PD”) in a transaction valued at approximately \$365 million. The acquisition is expected to be significantly accretive to earnings. The company financed the acquisition and related fees and expenses with the net proceeds of its recent \$220.5 million public offering of common stock, together with cash on hand.

Bradley Jacobs, chairman and chief executive officer of XPO Logistics, said, “Our acquisition of 3PD gives us immediate leadership in the heavy goods, last-mile space – an underpenetrated market for logistics with an exciting growth trajectory. We welcome 3PD’s customers, carriers and employees, all of whom will benefit from the combined resources of our larger organization.”

Jacobs continued, “We’re very bullish about the opportunities embedded in each of our five avenues of growth: optimizing our existing operations, cold-starts, acquisitions, our strategic and national accounts program, and now last-mile. We’re right on plan for our long-term goal of creating a world-class 3PL with several billion dollars of revenue and several hundred million dollars of EBITDA.”

**About 3PD**

3PD, founded in 2001, is the premier provider of heavy goods, last-mile logistics in North America. 3PD provides blue chip retailers with customized solutions tailored to their supply chain needs, and serves small and mid-sized shippers by matching them to carriers on a transactional basis. The business has differentiated itself through its ability to assure a superb customer experience using proprietary technology and industry-leading process management.

**Advisors**

Credit Suisse Group served as financial advisor to the board of directors of XPO Logistics, and Morgan Stanley & Co. LLC served as financial advisor to the board of directors of 3PD.

**About XPO Logistics, Inc.**

XPO Logistics, Inc. (NYSE: XPO) is one of the fastest growing providers of transportation logistics services in North America, offering freight brokerage, last-mile logistics, expedited transportation and freight forwarding services. The company uses its relationships with more than 22,000 ground, sea and air carriers to serve over 8,600 customers in the manufacturing, industrial, retail, commercial, life sciences and government sectors. XPO is built to deliver constant growth in truck capacity, passionate service and technological innovation through 89 locations in the United States and Canada.

## **Forward Looking Statements**

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including the Company's future revenue and EBITDA expectations, the expected impact of the 3PD acquisition and the expected growth of the last-mile delivery logistics market. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. In some cases, forward-looking statements can be identified by the use of forward-looking terms such as "anticipate," "estimate," "believe," "continue," "could," "intend," "may," "plan," "potential," "predict," "should," "will," "expect," "objective," "projection," "forecast," "goal," "guidance," "outlook," "effort," "target" or the negative of these terms or other comparable terms. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements are based on certain assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate in the circumstances.

These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include, but are not limited to, those discussed in our filings with the SEC and the following: economic conditions generally; competition; our ability to find suitable acquisition candidates and execute our acquisition strategy; the impact of the 3PD acquisition; our ability to raise debt and equity capital; our ability to attract and retain key employees to execute our growth strategy, including retention of 3PD's management team; litigation, including litigation related to misclassification of independent contractors; our ability to develop and implement a suitable information technology system; our ability to maintain positive relationships with our network of third-party transportation providers; our ability to retain our and 3PD's largest customers; our ability to successfully integrate 3PD and other acquired businesses; and governmental regulation. All forward-looking statements set forth in this press release are qualified by these cautionary statements and there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to or effects on us or our business or operations. Forward-looking statements set forth in this press release speak only as of the date hereof and we do not undertake any obligation to update forward-looking statements to reflect subsequent events or circumstances, changes in expectations or the occurrence of unanticipated events except to the extent required by law.

### **Investor Contact:**

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