UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2023

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from__________to__________

Commission File Number: 001-32172

XPO

XPO, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**03-0450326**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
Five American Lane	
Greenwich, CT	**06831**
(Address of principal executive offices)	**(Zip Code)**

(855) 976-6951

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	XPO	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 1, 2023, there were 115,967,170 shares of the registrant's common stock, par value $0.001 per share, outstanding.

XPO, Inc.

Quarterly Report on Form 10-Q

For the Quarterly Period Ended June 30, 2023

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Part I—Financial Information

Item 1. *Financial Statements.*

XPO, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

(In millions, except per share data)	June 30, 2023	December 31, 2022
ASSETS		
Current assets		
Cash and cash equivalents	$ 290	$ 460
Accounts receivable, net of allowances of $46 and $43, respectively	1,008	954
Other current assets	224	199
Current assets of discontinued operations	—	17
Total current assets	1,522	1,630
Long-term assets		
Property and equipment, net of $1,795 and $1,679 in accumulated depreciation, respectively	2,037	1,832
Operating lease assets	704	719
Goodwill	1,493	1,472
Identifiable intangible assets, net of $423 and $392 in accumulated amortization, respectively	383	407
Other long-term assets	213	209
Total long-term assets	4,830	4,639
Total assets	$ 6,352	$ 6,269
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 464	$ 521
Accrued expenses	800	774
Short-term borrowings and current maturities of long-term debt	66	59
Short-term operating lease liabilities	110	107
Other current liabilities	93	30
Current liabilities of discontinued operations	—	16
Total current liabilities	1,533	1,507
Long-term liabilities		
Long-term debt	2,452	2,473
Deferred tax liability	301	319
Employee benefit obligations	91	93
Long-term operating lease liabilities	592	606
Other long-term liabilities	264	259
Total long-term liabilities	3,700	3,750
Stockholders' equity		
Common stock, $0.001 par value; 300 shares authorized; 116 and 115 shares issued and outstanding as of June 30, 2023 and December 31, 2022, respectively	—	—
Additional paid-in capital	1,268	1,238
Retained earnings (accumulated deficit)	43	(4)
Accumulated other comprehensive loss	(192)	(222)
Total equity	1,119	1,012
Total liabilities and equity	$ 6,352	$ 6,269

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.

Condensed Consolidated Statements of Income

(Unaudited)

(In millions, except per share data)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Revenue	$ 1,917	$ 2,047	$ 3,824	$ 3,941
Salaries, wages and employee benefits	783	752	1,545	1,477
Purchased transportation	444	525	901	1,035
Fuel, operating expenses and supplies	390	434	817	852
Operating taxes and licenses	15	13	30	29
Insurance and claims	46	48	90	104
Gains on sales of property and equipment	(2)	(1)	(5)	(2)
Depreciation and amortization expense	107	96	208	190
Transaction and integration costs	17	7	39	14
Restructuring costs	10	2	34	8
Operating income	107	171	165	234
Other income	(3)	(13)	(8)	(27)
Debt extinguishment loss	23	26	23	26
Interest expense	43	31	85	68
Income from continuing operations before income tax provision	44	127	65	167
Income tax provision	13	31	17	39
Income from continuing operations	31	96	48	128
Income (loss) from discontinued operations, net of taxes	2	45	(1)	501
Net income attributable to XPO	$ 33	$ 141	$ 47	$ 629
Net income (loss) attributable to common shareholders				
Continuing operations	$ 31	$ 96	$ 48	$ 128
Discontinued operations	2	45	(1)	501
Net income attributable to common shareholders	$ 33	$ 141	$ 47	$ 629
Earnings (loss) per share data				
Basic earnings per share from continuing operations	$ 0.27	$ 0.83	$ 0.42	$ 1.12
Basic earnings (loss) per share from discontinued operations	0.01	0.40	(0.01)	4.36
Basic earnings per share attributable to common shareholders	$ 0.28	$ 1.23	$ 0.41	$ 5.48
Diluted earnings per share from continuing operations	$ 0.27	$ 0.83	$ 0.41	$ 1.11
Diluted earnings (loss) per share from discontinued operations	0.01	0.39	(0.01)	4.33
Diluted earnings per share attributable to common shareholders	$ 0.28	$ 1.22	$ 0.40	$ 5.44
Weighted-average common shares outstanding				
Basic weighted-average common shares outstanding	116	115	116	115
Diluted weighted-average common shares outstanding	118	116	117	116

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.

Condensed Consolidated Statements of Comprehensive Income

(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Net income	$ 33	$ 141	$ 47	$ 629
Other comprehensive income (loss), net of tax				
Foreign currency translation gain (loss), net of tax effect of $2, $(9), $10 and $(11)	$ 14	$ (46)	$ 27	$ (72)
Unrealized gain on financial assets/liabilities designated as hedging instruments, net of tax effect of $—, $(1), $1 and $(1)	1	3	3	4
Other comprehensive income (loss)	15	(43)	30	(68)
Comprehensive income attributable to XPO	$ 48	$ 98	$ 77	$ 561

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.

Condensed Consolidated Statements of Cash Flows

(Unaudited)

(In millions)	Six Months Ended June 30, 2023	2022
Cash flows from operating activities of continuing operations		
Net income	$ 47	$ 629
Income (loss) from discontinued operations, net of taxes	(1)	501
Income from continuing operations	48	128
Adjustments to reconcile income from continuing operations to net cash from operating activities		
Depreciation, amortization and net lease activity	208	190
Stock compensation expense	41	14
Accretion of debt	7	8
Deferred tax expense (benefit)	(6)	22
Gains on sales of property and equipment	(5)	(2)
Other	39	37
Changes in assets and liabilities		
Accounts receivable	(64)	(241)
Other assets	(31)	(38)
Accounts payable	(57)	72
Accrued expenses and other liabilities	27	167
Net cash provided by operating activities from continuing operations	207	357
Cash flows from investing activities of continuing operations		
Payment for purchases of property and equipment	(355)	(242)
Proceeds from sale of property and equipment	13	7
Proceeds from settlement of cross currency swaps	—	19
Net cash used in investing activities from continuing operations	(342)	(216)
Cash flows from financing activities of continuing operations		
Proceeds from issuance of debt	1,977	—
Repurchase of debt	(2,003)	(651)
Proceeds from borrowings on ABL facility	—	275
Repayment of borrowings on ABL facility	—	(275)
Repayment of debt and finance leases	(35)	(32)
Payment for debt issuance costs	(15)	—
Change in bank overdrafts	51	25
Payment for tax withholdings for restricted shares	(12)	(13)
Other	1	(2)
Net cash used in financing activities from continuing operations	(36)	(673)
Cash flows from discontinued operations		
Operating activities of discontinued operations	(8)	39
Investing activities of discontinued operations	1	680
Net cash provided by (used in) discontinued operations	(7)	719
Effect of exchange rates on cash, cash equivalents and restricted cash	5	(14)
Net increase (decrease) in cash, cash equivalents and restricted cash	(173)	173
Cash, cash equivalents and restricted cash, beginning of period	470	273
Cash, cash equivalents and restricted cash, end of period	297	446
Less: Cash, cash equivalents and restricted cash of discontinued operations, end of period	—	212
Cash, cash equivalents and restricted cash of continued operations, end of period	$ 297	$ 234
Supplemental disclosure of cash flow information		
Leased assets obtained in exchange for new operating lease liabilities	$ 46	$ 72
Leased assets obtained in exchange for new finance lease liabilities	36	10
Cash paid for interest	90	73
Cash paid for income taxes	18	71

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.

Condensed Consolidated Statements of Changes in Equity

(Unaudited)

	Common Stock					
(Shares in thousands, dollars in millions)	Shares	Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
Balance as of March 31, 2023	**115,750**	**$ —**	**$ 1,252**	**$ 10**	**$ (207)**	**$ 1,055**
Net income	—	—	—	33	—	33
Other comprehensive income	—	—	—	—	15	15
Exercise and vesting of stock compensation awards	189	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(4)	—	—	(4)
Stock compensation expense	—	—	19	—	—	19
Other	—	—	1	—	—	1
Balance as of June 30, 2023	**115,939**	**$ —**	**$ 1,268**	**$ 43**	**$ (192)**	**$ 1,119**

	Common Stock					
(Shares in thousands, dollars in millions)	Shares	Amount	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total Equity
Balance as of December 31, 2022	**115,435**	**$ —**	**$ 1,238**	**$ (4)**	**$ (222)**	**$ 1,012**
Net income	—	—	—	47	—	47
Other comprehensive income	—	—	—	—	30	30
Exercise and vesting of stock compensation awards	504	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(12)	—	—	(12)
Stock compensation expense	—	—	41	—	—	41
Other	—	—	1	—	—	1
Balance as of June 30, 2023	**115,939**	**$ —**	**$ 1,268**	**$ 43**	**$ (192)**	**$ 1,119**

XPO, Inc.

Condensed Consolidated Statements of Changes in Equity (continued)

(Unaudited)

(Shares in thousands, dollars in millions)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
Balance as of March 31, 2022	**114,982**	**$ —**	**$ 1,176**	**$ 531**	**$ (109)**	**$ 1,598**
Net income	—	—	—	141	—	141
Other comprehensive loss	—	—	—	—	(43)	(43)
Exercise and vesting of stock compensation awards	51	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(1)	—	—	(1)
Stock compensation expense	—	—	10	—	—	10
Other	—	—	2	—	—	2
Balance as of June 30, 2022	**115,033**	**$ —**	**$ 1,187**	**$ 672**	**$ (152)**	**$ 1,707**

(Shares in thousands, dollars in millions)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
Balance as of December 31, 2021	**114,737**	**$ —**	**$ 1,179**	**$ 43**	**$ (84)**	**$ 1,138**
Net income	—	—	—	629	—	629
Other comprehensive loss	—	—	—	—	(68)	(68)
Exercise and vesting of stock compensation awards	296	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(13)	—	—	(13)
Stock compensation expense	—	—	18	—	—	18
Other	—	—	3	—	—	3
Balance as of June 30, 2022	**115,033**	**$ —**	**$ 1,187**	**$ 672**	**$ (152)**	**$ 1,707**

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.

Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. Organization, Description of Business and Basis of Presentation

XPO, Inc., together with its subsidiaries ("XPO," "we" or the "Company"), is a leading provider of freight transportation services. We use our proprietary technology to move goods efficiently through our customers' supply chains in North America and Europe. See Note 3—Segment Reporting for additional information on our operations.

2022 RXO Spin-Off and Intermodal Sale

On November 1, 2022, we completed the spin-off of RXO, Inc. ("RXO"), our tech-enabled brokered transportation platform as a publicly traded company (the "RXO spin-off"). The historical results of operations and the financial positions of RXO and our intermodal operation, which was sold in March 2022, are presented as discontinued operations in our Condensed Consolidated Financial Statements. For information on our discontinued operations, see Note 2—Discontinued Operations.

Basis of Presentation

We prepared our Condensed Consolidated Financial Statements in accordance with U.S. generally accepted accounting principles ("GAAP") and on the same basis as the accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K"). The interim reporting requirements of Form 10-Q allow certain information and note disclosures normally included in annual consolidated financial statements to be condensed or omitted. These Condensed Consolidated Financial Statements should be read in conjunction with the 2022 Form 10-K.

The Condensed Consolidated Financial Statements are not audited but reflect all adjustments that are of a normal recurring nature and are necessary for a fair presentation of the financial condition, operating results and cash flows for the interim periods presented. Operating results for the three and six months ended June 30, 2023 are not necessarily indicative of the results that may be expected for the year ending December 31, 2023.

In the first quarter of 2023, we made certain changes to our financial reporting to increase transparency and improve comparability. Specifically, we changed the expense captions within Operating income in the Condensed Consolidated Statements of Income to reflect the nature of the expense. The change to natural expense classification had no impact on consolidated Revenues or Operating income. We have recast prior period amounts to conform to the current year's presentation.

Restricted Cash

As of June 30, 2023 and December 31, 2022, our restricted cash included in Other long-term assets on our Condensed Consolidated Balance Sheets was $7 million and $10 million, respectively.

Trade Receivables Securitization and Factoring Programs

We sell certain of our trade accounts receivable on a non-recourse basis to third-party financial institutions under factoring agreements. We also sell trade accounts receivable under a securitization program for our European transportation business. We use trade receivables securitization and factoring programs to help manage our cash flows and offset the impact of extended payment terms for some of our customers.

The maximum amount of net cash proceeds available at any one time under our securitization program, inclusive of any unsecured borrowings, is €200 million (approximately $218 million as of June 30, 2023). As of June 30, 2023, €5 million (approximately $5 million) was available under the program. The weighted average interest rate was 4.41% as of June 30, 2023. The program expires in July 2026.

Information related to the trade receivables sold was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions)	2023	2022	2023	2022
Securitization programs				
Receivables sold in period	$ 470	$ 458	$ 910	$ 905
Cash consideration	470	458	910	905
Factoring programs				
Receivables sold in period	34	23	58	44
Cash consideration	34	23	58	44

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The levels of inputs used to measure fair value are:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations based on inputs that are unobservable, generally utilizing pricing models or other valuation techniques that reflect management's judgment and estimates.

We base our fair value estimates on market assumptions and available information. The carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and current maturities of long-term debt approximated their fair values as of June 30, 2023 and December 31, 2022 due to their short-term nature and/or being receivable or payable on demand. The Level 1 cash equivalents include money market funds valued using quoted prices in active markets and a cash deposit for the securitization program. For information on the fair value hierarchy of our derivative instruments, see Note 6—Derivative Instruments; and for further information on financial liabilities, see Note 7—Debt.

The fair value hierarchy of cash equivalents was as follows:

(In millions)	Carrying Value	Fair Value	Level 1
June 30, 2023	$ 231	$ 231	$ 231
December 31, 2022	402	402	402

Adoption of New Accounting Standards

In March 2020, the FASB issued ASU 2020-04, "Reference rate reform (Topic 848): Facilitation of the effects of reference rate reform on financial reporting." The ASU provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform. The amendments apply only to contracts and hedging relationships that reference London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued due to reference rate reform. The amendments are elective and are effective upon issuance. In December 2022, the FASB issued ASU 2022-06, "Reference rate reform (Topic 848): Deferral of the sunset date of Topic 848" which defers the expiration date for Topic 848 from December 31, 2022 until December 31, 2024. At December 31, 2022, our revolving loan credit agreement (the "ABL Facility") and senior secured term loan credit agreement, as amended (the "Existing Term Loan Facility"), provided for an interest rate based on LIBOR. In 2023, we amended the terms of our ABL Facility and Existing Term Loan Facility, including transitioning the interest rate from LIBOR to other base rates. See Note 7—Debt for further information. We do not expect the modifications of these facilities to have a material impact on our consolidated financial statements.

2. Discontinued Operations

As discussed above, the results of RXO and intermodal are presented as discontinued operations.

The following table summarizes the results of operations from discontinued operations:

	Three Months Ended June 30,	Six Months Ended June 30,
(In millions)	2022	2022
Revenue	$ 1,227	$ 2,872
Salaries, wages and employee benefits	151	315
Purchased transportation	879	2,100
Fuel, operating expenses and supplies	76	191
Operating taxes and licenses	1	2
Insurance and claims	4	13
Depreciation and amortization expense	19	41
(Gain) loss on sale of business	16	(434)
Transaction and other operating costs	21	23
Operating income	60	621
Income tax provision	15	120
Net income from discontinued operations attributable to discontinued operations	$ 45	$ 501

For the three and six months ended June 30, 2023, we incurred approximately $16 million and $40 million, respectively, of costs related to the RXO spin-off, of which $0 million and $4 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income. For the three and six months ended June 30, 2022, we incurred approximately $18 million and $21 million, respectively, of costs related to the RXO spin-off, of which $17 million and $20 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income.

3. Segment Reporting

We are organized into two reportable segments: North American Less-Than-Truckload ("LTL"), the largest component of our business, and European Transportation.

In our asset-based North American LTL segment, we provide shippers with geographic density and day-definite domestic and cross-border services to the U.S., as well as Mexico, Canada and the Caribbean. Our North American LTL segment also includes the results of our trailer manufacturing operations.

In our European Transportation segment, we serve a large base of customers with consumer, trade and industrial markets. We offer dedicated truckload, LTL, truck brokerage, managed transportation, last mile, freight forwarding and multimodal solutions, such as road-rail and road-short sea combinations.

Corporate includes corporate headquarters costs for executive officers and certain legal and financial functions, and other costs and credits not attributed to our reportable segments.

Our chief operating decision maker ("CODM") regularly reviews financial information at the operating segment level to allocate resources to the segments and to assess their performance. We include items directly attributable to a segment, and those that can be allocated on a reasonable basis, in segment results reported to the CODM. We do not provide asset information by segment to the CODM. Our CODM evaluates segment profit (loss) based on adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"), which we define as income from continuing operations before debt extinguishment loss, interest expense, income tax, depreciation and amortization expense, transaction and integration costs, restructuring costs and other adjustments. Segment Adjusted EBITDA has historically reflected an allocation of corporate costs. In the first quarter of 2023, we began allocating incremental corporate costs from Corporate to North American LTL. Prior periods have been recast to reflect these incremental allocations, which approximate $80 million annually.

Selected financial data for our segments is as follows:

(in millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022
Revenue				
North American LTL	$ 1,136	$ 1,240	$ 2,256	$ 2,347
European Transportation	781	807	1,568	1,594
Total	$ 1,917	$ 2,047	$ 3,824	$ 3,941
Adjusted EBITDA				
North American LTL	$ 208	$ 274	$ 390	$ 460
European Transportation	46	49	83	87
Corporate	(10)	(34)	(19)	(74)
Total Adjusted EBITDA	244	289	454	473
Less:				
Debt extinguishment loss	23	26	23	26
Interest expense	43	31	85	68
Income tax provision	13	31	17	39
Depreciation and amortization expense	107	96	208	190
Transaction and integration costs (1)	17	7	39	14
Restructuring costs (2)	10	2	34	8
Income from continuing operations	$ 31	$ 96	$ 48	$ 128
Depreciation and amortization expense				
North American LTL	$ 71	59	$ 139	$ 115
European Transportation	33	32	65	65
Corporate	3	5	4	10
Total	$ 107	$ 96	$ 208	$ 190

(1) Transaction and integration costs for the periods ended June 30, 2023 are primarily comprised of stock-based compensation and retention awards for certain employees related to strategic initiatives. Transaction and integration costs for the periods ended June 30, 2022 are primarily comprised of third-party professional fees related to strategic initiatives as well as retention awards paid to certain employees. Transaction and integration costs for the three months ended June 30, 2023 and 2022 include $0 million and $2 million, respectively, related to our North American LTL segment, $0 million and $1 million, respectively, related to our European Transportation segment, and $17 million and $4 million, respectively, related to Corporate. Transaction and integration costs for the six months ended June 30, 2023 and 2022 include $0 million and $2 million, respectively, related to our North American LTL segment, $1 million and $3 million, respectively, related to our European Transportation segment, and $38 million and $9 million, respectively, related to Corporate.

(2) See Note 5— Restructuring Charges for further information on our restructuring actions.

4. Revenue Recognition

Disaggregation of Revenues

Our revenue disaggregated by geographic area based on sales office location was as follows:

	Three Months Ended June 30, 2023		
(In millions)	North American LTL	European Transportation	Total
Revenue			
United States	$ 1,112	$ —	$ 1,112
North America (excluding United States)	24	—	24
France	—	331	331
United Kingdom	—	226	226
Europe (excluding France and United Kingdom)	—	224	224
Total	$ 1,136	$ 781	$ 1,917

	Three Months Ended June 30, 2022		
(In millions)	North American LTL	European Transportation	Total
Revenue			
United States	$ 1,213	$ —	$ 1,213
North America (excluding United States)	27	—	27
France	—	352	352
United Kingdom	—	224	224
Europe (excluding France and United Kingdom)	—	231	231
Total	$ 1,240	$ 807	$ 2,047

	Six Months Ended June 30, 2023		
(In millions)	North American LTL	European Transportation	Total
Revenue			
United States	$ 2,209	$ —	$ 2,209
North America (excluding United States)	47	—	47
France	—	671	671
United Kingdom	—	450	450
Europe (excluding France and United Kingdom)	—	447	447
Total	$ 2,256	$ 1,568	$ 3,824

	Six Months Ended June 30, 2022		
(In millions)	North American LTL	European Transportation	Total
Revenue			
United States	$ 2,297	$ —	$ 2,297
North America (excluding United States)	50	—	50
France	—	704	704
United Kingdom	—	449	449
Europe (excluding France and United Kingdom)	—	441	441
Total	$ 2,347	$ 1,594	$ 3,941

5. Restructuring Charges

We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure, including actions in connection with spin-offs and other divestment activities. These actions generally include severance and facility-related costs, including impairment of lease assets, as well as contract termination costs, and are intended to improve our efficiency and profitability.

Our restructuring-related activity was as follows:

		Six Months Ended June 30, 2023			
(In millions)	Reserve Balance as of December 31, 2022	Charges Incurred	Payments	Foreign Exchange and Other	Reserve Balance as of June 30, 2023
Severance					
North American LTL	$ 2	$ 4	$ (2)	$ —	$ 4
European Transportation	1	8	(6)	—	3
Corporate	19	16	(19)	(1)	15
Total	$ 22	$ 28	$ (27)	$ (1)	$ 22

In addition to the severance charges noted in the table above, we recorded a non-cash lease impairment charge of $6 million in our North American LTL segment in the first quarter of 2023.

We expect that the majority of the cash outlays related to the severance charges incurred in the first six months of 2023 will be completed within 12 months.

6. Derivative Instruments

In the normal course of business, we are exposed to risks arising from business operations and economic factors, including fluctuations in interest rates and foreign currencies. We use derivative instruments to manage the volatility related to these exposures. The objective of these derivative instruments is to reduce fluctuations in our earnings and cash flows associated with changes in foreign currency exchange rates and interest rates. These financial instruments are not used for trading or other speculative purposes. Historically, we have not incurred, and do not expect to incur in the future, any losses as a result of counterparty default.

The fair value of our derivative instruments and the related notional amounts were as follows:

	June 30, 2023				
		Derivative Assets		Derivative Liabilities	
(In millions)	Notional Amount	Balance Sheet Caption	Fair Value	Balance Sheet Caption	Fair Value
Derivatives designated as hedges					
Cross-currency swap agreements	$ 663	Other current assets	$ 1	Other current liabilities	$ (24)
Interest rate swaps	700	Other current assets	2	Other current liabilities	—
Total			$ 3		$ (24)

(In millions)	Notional Amount	Derivative Assets — Balance Sheet Caption	Derivative Assets — Fair Value	Derivative Liabilities — Balance Sheet Caption	Derivative Liabilities — Fair Value
	December 31, 2022				
Derivatives designated as hedges					
Cross-currency swap agreements	$ 332	Other current assets	$ —	Other current liabilities	$ (11)
Cross-currency swap agreements	68	Other long-term assets	3	Other long-term liabilities	—
Interest rate swaps	1,882	Other current assets	—	Other current liabilities	(1)
Total			$ 3		$ (12)

The derivatives are classified as Level 2 within the fair value hierarchy. The derivatives are valued using inputs other than quoted prices, such as foreign exchange rates and yield curves.

The effect of derivative and nonderivative instruments designated as hedges on our Condensed Consolidated Statements of Income was as follows:

	Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivatives		Amount of Gain Reclassified from AOCI into Net Income		Amount of Gain Recognized in Income on Derivative (Amount Excluded from Effectiveness Testing)	
	Three Months Ended June 30,					
(In millions)	2023	2022	2023	2022	2023	2022
Derivatives designated as cash flow hedges						
Interest rate swaps	1	4	1	—	—	—
Derivatives designated as net investment hedges						
Cross-currency swap agreements	(3)	28	—	—	2	2
Total	$ (2)	$ 32	$ 1	$ —	$ 2	$ 2

	Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss) on Derivatives		Amount of Gain Reclassified from AOCI into Net Income		Amount of Gain Recognized in Income on Derivative (Amount Excluded from Effectiveness Testing)	
	Six Months Ended June 30,					
(In millions)	2023	2022	2023	2022	2023	2022
Derivatives designated as cash flow hedges						
Interest rate swaps	2	5	1	—	—	—
Derivatives designated as net investment hedges						
Cross-currency swap agreements	(13)	37	—	—	4	4
Total	$ (11)	$ 42	$ 1	$ —	$ 4	$ 4

Cross-Currency Swap Agreements

We enter into cross-currency swap agreements to manage the foreign currency exchange risk related to our international operations by effectively converting our fixed-rate USD-denominated debt, including the associated interest payments, to fixed-rate, euro (“EUR”)-denominated debt. The risk management objective of these transactions is to manage foreign currency risk relating to net investments in subsidiaries denominated in foreign currencies and reduce the variability in the functional currency equivalent cash flows of this debt.

During the term of the swap contracts, we will receive interest on a quarterly basis from the counterparties based on USD fixed interest rates, and we will pay interest, also on a quarterly basis, to the counterparties based on EUR fixed interest rates. At maturity, we will repay the original principal amount in EUR and receive the principal amount in USD. These agreements expire at various dates through 2024.

We designated these cross-currency swaps as qualifying hedging instruments and account for them as net investment hedges. We apply the simplified method of assessing the effectiveness of our net investment hedging relationships. Under this method, for each reporting period, the change in the fair value of the cross-currency swaps is initially recognized in Accumulated other comprehensive income (“AOCI”). The change in the fair value due to foreign exchange remains in AOCI and the initial component excluded from effectiveness testing will initially remain in AOCI and then will be reclassified from AOCI to Interest expense each period in a systematic manner. Cash flows related to the periodic exchange of interest payments for these net investment hedges are included in Cash flows from operating activities of continuing operations on our Condensed Consolidated Statements of Cash Flows.

In the second quarter of 2022, we received approximately $19 million related to the settlement of certain cross currency swaps that matured during the quarter. The proceeds were included in Cash flows from investing activities of continuing operations on our Condensed Consolidated Statements of Cash Flows.

Interest Rate Hedging

We execute short-term interest rate swaps to mitigate variability in forecasted interest payments on our Senior Secured Term Loan Credit Agreement. The interest rate swaps convert floating-rate interest payments into fixed rate interest payments. We designated the interest rate swaps as qualifying hedging instruments and account for these derivatives as cash flow hedges. The outstanding interest rate swap matures in November 2023.

We record gains and losses resulting from fair value adjustments to the designated portion of interest rate swaps in AOCI and reclassify them to Interest expense on the dates that interest payments accrue. Cash flows related to the interest rate swaps are included in Cash flows from operating activities of continuing operations on our Condensed Consolidated Statements of Cash Flows.

7. Debt

	June 30, 2023		December 31, 2022	
(In millions)	Principal Balance	Carrying Value	Principal Balance	Carrying Value
Term loan facility	$ 700	$ 692	$ 2,003	$ 1,981
6.25% senior notes due 2025	112	112	112	111
6.25% senior secured notes due 2028	830	820	—	—
7.125% senior notes due 2031	450	445	—	—
6.70% senior debentures due 2034	300	219	300	217
Finance leases, asset financing and other	230	230	223	223
Total debt	2,622	2,518	2,638	2,532
Short-term borrowings and current maturities of long-term debt	66	66	59	59
Long-term debt	$ 2,556	$ 2,452	$ 2,579	$ 2,473

The fair value of our debt and classification in the fair value hierarchy was as follows:

(In millions)	Fair Value	Level 1	Level 2
June 30, 2023	$ 2,616	$ 1,691	$ 925
December 31, 2022	2,601	392	2,209

We valued Level 1 debt using quoted prices in active markets. We valued Level 2 debt using bid evaluation pricing models or quoted prices of securities with similar characteristics.

ABL Facility

As of June 30, 2023, our borrowing base was $513 million and our availability under our revolving loan credit agreement (the “ABL Facility”) was $512 million after considering outstanding letters of credit of less than $1 million. As of June 30, 2023, we were in compliance with the ABL Facility’s financial covenants.

In February 2023, we amended our ABL Facility to, among other things: (i) extend the maturity date to April 30, 2026 (subject, in certain circumstances, to a springing maturity if more than $250 million of our existing term loan debt or certain refinancings thereof remain outstanding 91 days prior to their respective maturity dates); (ii) replace LIBOR-based benchmark rates applicable to loans outstanding with Secured Overnight Financing Rate-based rates; (iii) reduce the sublimit for issuance of letters of credit to $200 million; (iv) reduce the sublimit for borrowings in Canadian Dollars to $50 million; (v) exclude real property from the collateral securing the obligations and (vi) make certain other changes to the covenants and other provisions therein. The aggregate commitment of all lenders under the amended ABL Facility remains $600 million.

Letters of Credit Facility

As of June 30, 2023, we had issued $141 million in aggregate face amount of letters of credit under our $200 million uncommitted secured evergreen letter of credit facility.

Term Loan Facility

In 2015, we entered into a Term Loan Credit Agreement that provided for a single borrowing of $1.6 billion, which was subsequently amended to increase the principal balance to $2.0 billion and to extend the maturity date to February 2025 (the “Existing Term Loan Facility”).

In May 2023, we amended the Term Loan Credit Agreement to obtain $700 million of new term loans (the “New Term Loan Facility”) having substantially similar terms as the Existing Term Loan Facility, except with respect to maturity date, issue price, interest rate, prepayment premiums in connection with certain voluntary prepayments and certain other provisions. The New Term Loan Facility was issued at 99.5% of the face amount and will mature on May 24, 2028.

The New Term Loan Facility will bear interest at a rate per annum equal to, at our option, either (a) a Term Secured Overnight Financing (“SOFR”) rate (subject to a 0.00% floor) or (b) a base rate (subject to a 0.00% floor), in each case, plus an applicable margin of 2.00% for Term SOFR loans or 1.00% for base rate loans. The interest rate was 7.09% as of June 30, 2023.

In the second quarter of 2023, we used net proceeds from the New Term Loan Facility and new Senior Notes, as described below, together with cash on hand, to repay $2.0 billion of outstanding principal under the Existing Term Loan Facility and to pay related fees, expenses and accrued interest. We recorded a debt extinguishment loss of $23 million in the second quarter of 2023.

Senior Notes Due 2028 and 2031

In May 2023, we completed private placements of $830 million aggregate principal amount of senior secured notes due 2028 (the “Senior Secured Notes due 2028”) and $450 million aggregate principal amount of senior notes due 2031 (the “Senior Notes due 2031” and together with the Senior Secured Notes due 2028, the “Senior Notes”). The Senior Secured Notes due 2028 mature on June 1, 2028 and bear interest at a rate of 6.25% per annum. The Senior Notes due 2031 mature on June 1, 2031 and bear interest at a rate of 7.125% per annum. Interest on the Senior Notes is payable semi-annually in cash in arrears, commencing December 1, 2023. The Senior Notes were issued at par and were used to repay our Existing Term Loan Facility as described above.

The Senior Notes are guaranteed by each of our direct and indirect wholly-owned restricted subsidiaries (other than certain excluded subsidiaries) that are obligors under, or guarantee obligations under, our existing secured ABL Facility or the Term Loan Credit Agreement (or certain replacements thereof) or guarantee certain of our other indebtedness.

The Senior Secured Notes due 2028 and the guarantees thereof are secured by substantially all of our assets and our guarantors equally and ratably with the indebtedness under the Term Loan Credit Agreement (subject to permitted liens and certain other exceptions). The Senior Notes due 2031 and the guarantees thereof are unsecured, unsubordinated indebtedness for us and our guarantors.

The Senior Notes contain covenants and events of default customary for notes of this nature. If the Senior Secured Notes due 2028 and the Company are each assigned investment grade ratings from at least two of the major rating agencies and no default has occurred, then certain covenant requirements will permanently cease to be in effect, and the collateral, security interests, and guarantees securing the Senior Secured Notes due 2028 will automatically be released.

Senior Notes Due 2025

In the second quarter of 2022, we redeemed $630 million of the then $1.15 billion outstanding principal amount of our 6.25% senior notes due 2025 ("Senior Notes due 2025"). The redemption price for the notes was 100% of the principal amount plus a premium, as defined in the indenture, of approximately $21 million and accrued and unpaid interest. We paid for the redemption using available liquidity. We recorded a debt extinguishment loss of $26 million in the second quarter of 2022 due to this redemption.

In the fourth quarter of 2022, we repurchased an additional $408 million of the outstanding principal amount of our Senior Notes due 2025 in a cash tender offer.

8. Earnings (Loss) per Share

The computations of basic and diluted earnings per share were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In millions, except per share data)	2023	2022	2023	2022
Net income from continuing operations attributable to common shares	$ 31	$ 96	$ 48	$ 128
Net income (loss) from discontinued operations, net of amounts attributable to noncontrolling interest	2	45	(1)	501
Net income attributable to common shares, basic	$ 33	$ 141	$ 47	$ 629
Basic weighted-average common shares	116	115	116	115
Dilutive effect of stock-based awards	2	1	1	1
Diluted weighted-average common shares	118	116	117	116
Basic earnings from continuing operations per share	$ 0.27	$ 0.83	$ 0.42	$ 1.12
Basic earnings (loss) from discontinued operations per share	0.01	0.40	(0.01)	4.36
Basic earnings per share	$ 0.28	$ 1.23	$ 0.41	$ 5.48
Diluted earnings from continuing operations per share	$ 0.27	$ 0.83	$ 0.41	$ 1.11
Diluted earnings (loss) from discontinued operations per share	0.01	0.39	(0.01)	4.33
Diluted earnings per share	$ 0.28	$ 1.22	$ 0.40	$ 5.44

9. Commitments and Contingencies

We are involved, and expect to continue to be involved, in numerous proceedings arising out of the conduct of our business. These proceedings may include claims for property damage or personal injury incurred in connection with the transportation of freight, environmental liability, commercial disputes, insurance coverage disputes and employment-related claims, including claims involving asserted breaches of employee restrictive covenants.

We establish accruals for specific legal proceedings when it is considered probable that a loss has been incurred and the amount of the loss can be reasonably estimated. We review and adjust accruals for loss contingencies quarterly and as additional information becomes available. If a loss is not both probable and reasonably estimable, or if an exposure to loss exists in excess of the amount accrued, we assess whether there is at least a reasonable possibility that a loss, or additional loss, may have been incurred. If there is a reasonable possibility that a loss, or additional loss, may have been incurred, we disclose the estimate of the possible loss or range of loss if it is material and an estimate can be made, or disclose that such an estimate cannot be made. The determination as to whether a loss can reasonably be considered to be possible or probable is based on our assessment, together with legal counsel, regarding the ultimate outcome of the matter.

We believe that we have adequately accrued for the potential impact of loss contingencies that are probable and reasonably estimable. We do not believe that the ultimate resolution of any matters to which we are presently a party will have a material adverse effect on our results of operations, financial condition or cash flows. However, the results of these matters cannot be predicted with certainty, and an unfavorable resolution of one or more of these matters could have a material adverse effect on our financial condition, results of operations or cash flows. Legal costs incurred related to these matters are expensed as incurred.

We carry liability and excess umbrella insurance policies that we deem sufficient to cover potential legal claims arising in the normal course of conducting our operations as a transportation company. In the event we are required to satisfy a legal claim outside the scope of the coverage provided by insurance, our financial condition, results of operations or cash flows could be negatively impacted.

Insurance Contribution Litigation

In April 2012, Allianz Global Risks US Insurance Company sued eighteen insurance companies in a case captioned Allianz Global Risks US Ins. Co. v. ACE Property & Casualty Ins. Co., et al., Multnomah County Circuit Court (Case No. 1204-04552). Allianz Global Risks US Ins. Co. (“Allianz”) sought contribution on environmental and product liability claims that Allianz agreed to defend and indemnify on behalf of its insured, Daimler Trucks North America (“DTNA”). Defendants had insured Freightliner’s assets, which DTNA acquired in 1981. Con-way, Freightliner’s former parent company, intervened. We acquired Con-way in 2015. Con-way and Freightliner had self-insured under fronting agreements with defendant insurers ACE, Westport, and General. Under those agreements, Con-way agreed to indemnify the fronting carriers for damages assessed under the fronting policies. Con-way’s captive insurer, Centron, was also a named defendant. After a seven-week jury trial in 2014, the jury found that Con-way and the fronting insurers never intended that the insurers defend or indemnify any claims against Freightliner. In June 2015, Allianz appealed to the Oregon Court of Appeals. In May 2019, the Oregon Court of Appeals upheld the jury verdict. In September 2019, Allianz appealed to the Oregon Supreme Court. In March 2021, the Oregon Supreme Court reversed the jury verdict, holding that it was an error to allow the jury to decide how the parties intended the fronting policies to operate, and also holding that the trial court improperly instructed the jury concerning one of the pollution exclusions at issue. In July 2021, the matter was remanded to the trial court for further proceedings consistent with the Oregon Supreme Court’s decision. The trial court recently decided the parties’ cross-motions for summary judgment, leaving open the pollution exclusion and allocation issues. The trial on the pollution exclusion issue is scheduled to take place in the spring of 2024, and the trial on allocation of defense costs among the applicable insurance policies is set for the fall of 2024. We have accrued an immaterial amount for the potential exposure associated with Centron in the bench trial regarding allocation. As any losses that may arise in connection with the fronting policies issued by defendant insurers ACE, Westport, and General are not reasonably estimable at this time, no liability has been accrued in the accompanying interim consolidated financial statements for those potential exposures.

California Environmental Matters

In August 2022, the Company received a letter from the San Bernardino County District Attorney's Office, written in cooperation with certain other California District Attorneys and the Los Angeles City Attorney, notifying the Company of an investigation into alleged violations with respect to underground storage tanks, hazardous materials, and hazardous waste in California, and offering a meeting. The Company has met with the County attorneys and the Los Angeles City Attorney on multiple occasions. We are assessing the allegations and the underlying facts, and continue to engage with the County and Los Angeles City Attorneys to address the alleged violations. No discussion of potential monetary sanctions or settlement amount has occurred to date, nor can we reasonably estimate potential costs at this time.

Item 2. *Management's Discussion and Analysis of Financial Condition and Results of Operations.*

Cautionary Statement Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q and other written reports and oral statements we make from time to time contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). 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," "trajectory" 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 the Company in light of its experience and its perception of historical trends, current conditions and expected future developments, as well as other factors it believes are appropriate in the circumstances. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual future results, levels of activity, performance or achievements to be materially different from our expected 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 those discussed below and the risks discussed in the Company's other filings with the Securities and Exchange Commission (the "SEC"). All forward-looking statements set forth in this Quarterly Report are qualified by these cautionary statements, and there can be no assurance that the actual results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequence to or effects on the Company or its business or operations. The following discussion should be read in conjunction with the Company's unaudited Condensed Consolidated Financial Statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q, and with the audited consolidated financial statements and related notes thereto included in the Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K"). Forward-looking statements set forth in this Quarterly Report on Form 10-Q 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.

Executive Summary

XPO, Inc., together with its subsidiaries ("XPO," "we" or the "Company"), is a leading provider of freight transportation services with company-specific avenues for value creation. We use our proprietary technology to move goods efficiently through our customers' supply chains in North America and Europe. As of June 30, 2023, we had approximately 37,000 employees and 562 locations in 17 countries serving approximately 49,000 customers.

Our company has two reportable segments: North American Less-Than-Truckload ("LTL"), the largest component of our business, and European Transportation. Our North American LTL segment includes the results of our trailer manufacturing operations.

In the first quarter of 2023, we made certain changes to our financial reporting to increase transparency and improve comparability. Specifically, we changed the expense captions within Operating income in the Condensed Consolidated Statements of Income to reflect the nature of the expense. The change to natural expense classification had no impact on consolidated Revenues or Operating income. We have recast prior period amounts to conform to the current year's presentation.

North American Less-Than-Truckload Segment

LTL in North America is a bedrock industry providing a critical service to the economy, with favorable pricing dynamics and a stable competitive landscape. We have one of the largest LTL networks in North America, with approximately 8% share of the $59 billion U.S. market as of December 31, 2022.

One of our LTL competitors recently ceased operations. The impact of this development on our operations and financial performance is uncertain and difficult to predict. We believe it could have both positive and challenging effects on our business, operations, and future financial performance. It is uncertain how the freight volume and customers that had been handled and served by this competitor will be absorbed by the remaining market participants.

Our LTL sales and service professionals and network of drivers, tractors, trailers and terminals serve approximately 29,000 customers in North America. We provide shippers with critical geographic density and day-definite domestic and cross-border services to approximately 99% of U.S. zip codes, as well as Mexico, Canada and the Caribbean. Together, our capacity and reach give us the ability to manage large freight volumes efficiently and balance our network to leverage fixed costs. For the trailing 12 months ended June 30, 2023, we delivered approximately 18 billion pounds of freight.

Importantly, our LTL business historically has generated a high return on invested capital and robust free cash flow. This supports our ongoing investments in the expansion of our network capacity and the enhancement of our proprietary technology. We are managing the business to specific objectives, such as high customer service scores for on-time delivery and damage-free freight, the optimal sourcing of linehaul transportation, and the addition of 900 net new doors to our terminal footprint by the first quarter of 2024 from an October 2021 baseline. Since implementing our LTL 2.0 growth plan in the fourth quarter of 2021, we added six terminals to our network, representing 473 net new doors.

Additionally, we are continuing to execute a host of initiatives that are specific to XPO and largely independent of the macroeconomic environment. We produced 4,705 trailers at our in-house trailer manufacturing facility in 2022, nearly doubling the 2021 output. Our goal is to produce more than 6,000 trailers in 2023. We are also investing in expanding the number of drivers trained at our 130 commercial driver schools. Our in-house trailer manufacturing and driver schools are examples of idiosyncratic, self-reliant capabilities that are advantageous to XPO, particularly when industry constraints on equipment or drivers exist.

Specific to our technology, we believe we have a large opportunity to drive further growth and profitability in our LTL network through innovation. For further information, see the “Technology and Sustainability” section below.

European Transportation Segment

XPO has a unique pan-European transportation platform with leading positions in key geographies: we are the #1 full truckload broker and the #1 pallet network (LTL) provider in France; the #1 full truckload broker and the #1 LTL provider in Iberia (Spain and Portugal); and a top-tier dedicated truckload provider in the U.K., where we also have the largest single-owner LTL network. We serve a large base of customers within the consumer, trade and industrial markets, including many sector leaders that have long-tenured relationships with us.

Our range of services in Europe encompasses dedicated truckload, LTL, truck brokerage, managed transportation, last mile, freight forwarding and, increasingly, multimodal solutions, such as road-rail and road-short sea combinations that we tailor to customer needs. Our operators use our proprietary XPO Connect® technology to manage these services within our digital ecosystem in Europe.

Technology and Sustainability

One of the ways in which we deliver superior service to our customers is by empowering our employees with technology. Our industry is evolving, and customers want to de-risk their supply chains by forming relationships with reliable service providers that have invested in innovation.

We have built a highly scalable ecosystem on the cloud that deploys our software consistently across our operating footprint. In our North American LTL business, the caliber of our technology is mission-critical to our success; it optimizes linehaul, pickup-and-delivery and pricing — the main components of the service we provide. An LTL network of our scale has hundreds of thousands of activities underway at any given time, all managed on our technology. For the trailing 12 months ended June 30, 2023, we moved 18 billion pounds of freight 778 million miles, including moving linehaul freight an average of 2.5 million miles a day.

With intelligent route-building, we can reduce empty miles in our linehaul network, improve load factor and mitigate cargo damage. Our proprietary bypass models make recommendations to enhance trailer utilization, assimilating massive amounts of data and taking volume, density, and freight dimensions into account. We use our visualization tools to reduce costs with pickups and deliveries, and we developed piece-level tracking to identify individual pallets to enhance shipment loading and visibility. We also developed a robust pricing platform for contractual account management and automated, dynamic pricing for local accounts.

Importantly, our technology also helps our company meet its environmental, social and governance (“ESG”) goals, such as a reduction in our carbon footprint, and can help our customers meet their own goals. For a detailed discussion of our philosophy relating to innovation and ESG matters, see the Company Overview included in our 2022 Form 10-K, as well as our current Sustainability Report at sustainability.xpo.com.

Consolidated Summary Financial Table

	Three Months Ended June 30,		Percent of Revenue		Change	Six Months Ended June 30,		Percent of Revenue		Change
(Dollars in millions)	**2023**	**2022**	**2023**	**2022**	**2023 vs. 2022**	**2023**	**2022**	**2023**	**2022**	**2023 vs. 2022**
Revenue	$ 1,917	$ 2,047	100.0 %	100.0 %	(6.4)%	$ 3,824	$ 3,941	100.0 %	100.0 %	(3.0)%
Salaries, wages and employee benefits	783	752	40.8 %	36.7 %	4.1 %	1,545	1,477	40.4 %	37.5 %	4.6 %
Purchased transportation	444	525	23.2 %	25.6 %	(15.4)%	901	1,035	23.6 %	26.3 %	(12.9)%
Fuel, operating expenses and supplies	390	434	20.3 %	21.2 %	(10.1)%	817	852	21.4 %	21.6 %	(4.1)%
Operating taxes and licenses	15	13	0.8 %	0.6 %	15.4 %	30	29	0.8 %	0.7 %	3.4 %
Insurance and claims	46	48	2.4 %	2.3 %	(4.2)%	90	104	2.4 %	2.6 %	(13.5)%
Gains on sales of property and equipment	(2)	(1)	(0.1)%	— %	100.0 %	(5)	(2)	(0.1)%	(0.1)%	150.0 %
Depreciation and amortization expense	107	96	5.6 %	4.7 %	11.5 %	208	190	5.4 %	4.8 %	9.5 %
Transaction and integration costs	17	7	0.9 %	0.3 %	142.9 %	39	14	1.0 %	0.4 %	178.6 %
Restructuring costs	10	2	0.5 %	0.1 %	400.0 %	34	8	0.9 %	0.2 %	325.0 %
Operating income	107	171	5.6 %	8.4 %	(37.4)%	165	234	4.3 %	5.9 %	(29.5)%
Other income	(3)	(13)	(0.2)%	(0.6)%	(76.9)%	(8)	(27)	(0.2)%	(0.7)%	(70.4)%
Debt extinguishment loss	23	26	1.2 %	1.3 %	(11.5)%	23	26	0.6 %	0.7 %	(11.5)%
Interest expense	43	31	2.2 %	1.5 %	38.7 %	85	68	2.2 %	1.7 %	25.0 %
Income from continuing operations before income tax provision	44	127	2.3 %	6.2 %	(65.4)%	65	167	1.7 %	4.2 %	(61.1)%
Income tax provision	13	31	0.7 %	1.5 %	(58.1)%	17	39	0.4 %	1.0 %	(56.4)%
Income from continuing operations	31	96	1.6 %	4.7 %	(67.7)%	48	128	1.3 %	3.2 %	(62.5)%
Income (loss) from discontinued operations, net of taxes	2	45	0.1 %	2.2 %	(95.6)%	(1)	501	— %	12.7 %	(100.2)%
Net income	$ 33	$ 141	1.7 %	6.9 %	(76.6)%	$ 47	$ 629	1.2 %	16.0 %	(92.5)%

Three and Six Months Ended June 30, 2023 Compared with Three and Six Months Ended June 30, 2022

Our consolidated revenue for the second quarter of 2023 decreased 6.4% to $1.9 billion, compared with the same quarter in 2022. Our consolidated revenue for the first six months of 2023 decreased 3.0% to $3.8 billion, compared with the same period in 2022. The decrease in both periods reflects a decline in fuel surcharge revenue, due primarily to lower diesel prices. Foreign currency movement increased revenue by approximately 0.6 percentage points in the second quarter of 2023 and decreased revenue by approximately 0.9 percentage points in the first six months of 2023.

Salaries, wages and employee benefits includes compensation-related costs for our employees, including salaries, wages, healthcare-related costs and payroll taxes, and covers drivers and dockworkers, operations and facility workers and employees in support roles and other positions. Salaries, wages and employee benefits for the second quarter of 2023 was $783 million, or 40.8% of revenue, compared with $752 million, or 36.7% of revenue, for the same quarter in 2022. Salaries, wages and employee benefits for the first six months of 2023 was $1.55 billion, or 40.4% of revenue, compared with $1.48 billion, or 37.5% of revenue, for the same period in 2022. The year-over-year increase as a percentage of revenue in both periods primarily reflects the impact of inflation on our cost base and the insourcing of a greater proportion of linehaul from third-party transportation providers, partially offset by lower headcount during the second quarter of 2023.

Purchased transportation includes costs of procuring third-party freight transportation. Purchased transportation for the second quarter of 2023 was $444 million, or 23.2% of revenue, compared with $525 million, or 25.6% of revenue, for the same quarter in 2022. Purchased transportation for the first six months of 2023 was $901 million, or 23.6% of revenue, compared with $1.0 billion, or 26.3% of revenue, for the same period in 2022. The year-over-year decrease as a percentage of revenue in both periods primarily reflects lower rates paid to third-party providers for purchased transportation miles and the insourcing of a greater proportion of linehaul from third-party transportation providers.

Fuel, operating expenses and supplies includes the cost of fuel purchased for use in our vehicles as well as related taxes, maintenance and lease costs for our equipment, including tractors and trailers, costs related to operating our owned and leased facilities, bad debt expense, third-party professional fees, information technology expenses and supplies expense. Fuel, operating expenses and supplies for the second quarter of 2023 was $390 million, or 20.3% of revenue, compared with $434 million, or 21.2% of revenue, for the same quarter in 2022. Fuel, operating expenses and supplies for the first six months of 2023 was $817 million, or 21.4% of revenue, compared with $852 million, or 21.6% of revenue, for the same period in 2022. The year-over-year decrease in both periods primarily reflects lower fuel costs, partially offset by higher lease costs and bad debt expense.

Operating taxes and licenses includes tax expenses related to our vehicles and our owned and leased facilities as well as license expenses to operate our vehicles. Operating taxes and licenses for the second quarter of 2023 was $15 million, compared with $13 million for the same quarter in 2022. Operating taxes and licenses for the first six months of 2023 was $30 million, compared with $29 million for the same period in 2022.

Insurance and claims includes costs related to vehicular and cargo claims for both purchased insurance and self-insurance programs. Insurance and claims for the second quarter of 2023 was $46 million, compared with $48 million for the same quarter in 2022. Insurance and claims for the first six months of 2023 was $90 million, compared with $104 million for the same period in 2022. The year-over-year decrease in both periods reflects lower cargo insurance expense due to improved operating performance related to damaged shipments.

Depreciation and amortization expense for the second quarter of 2023 was $107 million, compared with $96 million for the same quarter in 2022. Depreciation and amortization expense for the first six months of 2023 was $208 million, compared with $190 million for the same period in 2022. The year-over-year increase in both periods reflects the impact of capital investments, in particular tractors and trailers.

Transaction and integration costs for the second quarter of 2023 were $17 million, compared with $7 million for the same quarter in 2022. Transaction and integration costs for the first six months of 2023 were $39 million, compared with $14 million for the same period in 2022. Transaction and integration costs for the second quarter and first six months of 2023 are primarily comprised of stock-based compensation and retention awards for certain employees related to strategic initiatives. Transaction and integration costs for the second quarter and first six months of 2022 are primarily comprised of third-party professional fees related to strategic initiatives as well as retention awards paid to certain employees. We expect to incur additional transaction and integration costs related to stock-based compensation in 2023 and 2024.

Restructuring costs for the second quarter of 2023 were $10 million, compared with $2 million for the same quarter in 2022. Restructuring costs for the first six months of 2023 were $34 million, compared with $8 million for the same period in 2022. We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure, including actions in connection with spin-offs and other divestment activities. For more information, see Note 5—Restructuring Charges to our Condensed Consolidated Financial Statements.

Other income primarily consists of pension income. Other income for the second quarter of 2023 was $3 million, compared with $13 million for the same quarter in 2022. Other income for the first six months of 2023 was $8 million, compared with $27 million for the same period in 2022. The year-over-year decrease in both periods reflects lower net periodic pension income in 2023 primarily due to a rise in interest rates and a lower expected return on plan assets.

Debt extinguishment loss was $23 million for the second quarter and first six months of 2023 and $26 million for the second quarter and first six months of 2022. In the second quarter of 2023, we refinanced our Existing Term Loan Facility (as defined below) and wrote-off $12 million of debt issuance costs related to debt extinguished. Additionally, we expensed $11 million of new debt issuance costs related to the portion of the New Term Loan Facility and Senior Notes (both as defined below) accounted for as a modification. In the second quarter of 2022, we redeemed a portion of our outstanding 6.25% senior notes due 2025 (“Senior Notes due 2025”) and wrote-off related debt issuance costs.

Interest expense increased to $43 million for the second quarter of 2023 from $31 million for the second quarter of 2022. Interest expense increased to $85 million for the first six months of 2023 from $68 million for the first six months of 2022. The increase in both periods is primarily due to higher floating interest rates, partially offset by the impact of the redemption of $1.1 billion of our Senior Notes due 2025 in 2022.

Our effective income tax rates were 28.8% and 24.5% for the second quarter of 2023 and 2022, respectively, and 25.4% and 23.3% for the first six months of 2023 and 2022, respectively. The effective tax rates for the second quarter and six-month periods of 2023 and 2022 were based on forecasted full-year effective tax rates, adjusted for discrete items that occurred within the periods presented. The increase in our effective income tax rate for the second quarter of 2023 compared to the same quarter of 2022 was primarily driven by forecasted non-deductible executive compensation expense, partially offset by a tax benefit of $1 million from return to provision adjustments. The primary item impacting the effective tax rate for the second quarter of 2022 was a tax benefit of $1 million from stock-based compensation.

The increase in our effective income tax rate for the first six months of 2023 compared to the same period in 2022 was primarily driven by forecasted non-deductible executive compensation expense, partially offset by $2 million of discrete tax benefits from revaluing deferred state taxes. The primary item impacting the effective tax rate for the first six months of 2022 was a tax benefit of $3 million from stock-based compensation.

Segment Financial Results

Our chief operating decision maker (“CODM”) regularly reviews financial information at the operating segment level to allocate resources to the segments and to assess their performance. Our CODM evaluates segment profit (loss) based on adjusted earnings before interest, taxes, depreciation and amortization (“Adjusted EBITDA”), which we define as income from continuing operations before debt extinguishment loss, interest expense, income tax, depreciation and amortization expense, transaction and integration costs, restructuring costs and other adjustments. Segment Adjusted EBITDA has historically reflected an allocation of corporate costs. In the first quarter of 2023, we began allocating incremental corporate costs from Corporate to North American LTL. Prior periods have been recast to reflect these incremental allocations, which approximate $80 million annually. See Note 3—Segment Reporting to our Condensed Consolidated Financial Statements for further information and a reconciliation of Adjusted EBITDA to Income from continuing operations.

North American Less-Than-Truckload Segment

(Dollars in millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Percent of Revenue 2023	Percent of Revenue 2022	Change 2023 vs. 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Percent of Revenue 2023	Percent of Revenue 2022	Change 2023 vs. 2022
Revenue	$ 1,136	$ 1,240	100.0 %	100.0 %	(8.4)%	$ 2,256	$ 2,347	100.0 %	100.0 %	(3.9)%
Adjusted EBITDA	208	274	18.3 %	22.1 %	(24.1)%	390	460	17.3 %	19.6 %	(15.2)%
Depreciation and amortization	71	59	6.3 %	4.8 %	20.3 %	139	115	6.2 %	4.9 %	20.9 %

Revenue in our North American LTL segment decreased 8.4% to $1.14 billion for the second quarter of 2023, compared with $1.24 billion for the same quarter in 2022. Revenue decreased 3.9% to $2.26 billion for the first six months of 2023, compared with $2.35 billion for the same period in 2022. The decrease in revenue for both periods reflects a decline in fuel surcharge revenue, primarily driven by lower diesel prices. Revenue included fuel surcharge revenue of $196 million and $291 million, respectively, for the second quarters of 2023 and 2022, and $413 million and $498 million, respectively, for the first six months of 2023 and 2022.

We evaluate the revenue performance of our LTL business using several commonly used metrics, including volume (weight per day in pounds) and yield, which is a commonly used measure of LTL pricing trends. We measure yield using gross revenue per hundredweight, excluding fuel surcharges. Impacts on yield can include weight per shipment and length of haul, among other factors, while impacts on volume can include shipments per day and weight per shipment. The following table summarizes our key revenue metrics:

	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Change %	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Change %
Pounds per day (thousands)	70,290	72,333	(2.8)%	69,587	71,250	(2.3)%
Shipments per day	51,220	50,274	1.9 %	50,159	49,316	1.7 %
Average weight per shipment (in pounds)	1,372	1,439	(4.7)%	1,387	1,445	(4.0)%
Gross revenue per hundredweight, excluding fuel surcharges	$ 21.63	$ 21.34	1.4 %	$ 21.34	$ 21.05	1.4 %

The year-over-year decrease in revenue, excluding fuel surcharge revenue, for both the second quarter and first six months of 2023 reflects lower volume, primarily due to a soft industry environment for freight transportation, largely offset by an increase in gross revenue per hundredweight. The decrease in volume per day for both the second quarter and first six months of 2023 reflects lower average weight per shipment, partially offset by higher shipments per day. In the month of July 2023, as compared to July 2022, weight per day and shipments per day increased 4.2% and 8.8%, respectively, reflecting, in part, the impact of recent industry disruption.

Adjusted EBITDA was $208 million, or 18.3% of revenue, for the second quarter of 2023, compared with $274, or 22.1% of revenue, for the same quarter in 2022. Adjusted EBITDA was $390 million, or 17.3% of revenue, for the first six months of 2023, compared with $460 million, or 19.6% of revenue, for the same period in 2022. The decrease in Adjusted EBITDA in both the second quarter and first six months of 2023 reflected lower revenue, driven by the dynamics explained above, higher salaries, wages and employee benefits, primarily due to cost inflation, and to a lesser extent, lower pension income. These items were partially offset by lower purchased transportation, primarily due to lower rates paid to third-party providers for purchased transportation miles and the insourcing of a greater proportion of linehaul from third-party transportation providers, and lower fuel costs, in addition to lower headcount during the second quarter of 2023.

Depreciation and amortization expense increased to $71 million in the second quarter of 2023 compared with $59 million for the same quarter in 2022. Depreciation and amortization expense increased to $139 million in the first six months of 2023 compared with $115 million for the same period in 2022. The increase in both the second quarter and first six months of 2023 was due to the impact of capital investments, in particular tractors and trailers.

European Transportation Segment

(Dollars in millions)	Three Months Ended June 30, 2023	Three Months Ended June 30, 2022	Percent of Revenue 2023	Percent of Revenue 2022	Change 2023 vs. 2022	Six Months Ended June 30, 2023	Six Months Ended June 30, 2022	Percent of Revenue 2023	Percent of Revenue 2022	Change 2023 vs. 2022
Revenue	$ 781	$ 807	100.0 %	100.0 %	(3.2)%	$ 1,568	$ 1,594	100.0 %	100.0 %	(1.6)%
Adjusted EBITDA	46	49	6.0 %	6.0 %	(6.1)%	83	87	5.3 %	5.4 %	(4.6)%
Depreciation and amortization	33	32	4.2 %	4.0 %	3.1 %	65	65	4.1 %	4.1 %	— %

Revenue in our European Transportation segment decreased 3.2% to $781 million for the second quarter of 2023, compared with $807 million for the same quarter in 2022. Revenue decreased 1.6% to $1.57 billion for the first six months of 2023, compared with $1.59 billion for the same period in 2022. Foreign currency movement increased revenue by approximately 1.5 percentage points in the second quarter of 2023 and decreased revenue by approximately 2.2 percentage points in the first six months of 2023. The decrease in revenue for the second quarter of 2023 compared to 2022, after taking into effect the impact of foreign currency movement, primarily reflects a decline in fuel surcharge revenue due to lower diesel prices. Revenue for the first six months of 2023 increased compared to 2022 after taking into effect the impact of foreign currency movement, primarily reflecting price increases to cover cost inflation as well as higher volume.

Adjusted EBITDA was $46 million, or 6.0% of revenue, for the second quarter of 2023, compared with $49 million, or 6.0% of revenue, for the same quarter in 2022. Adjusted EBITDA was $83 million, or 5.3% of revenue, for the first six months of 2023, compared with $87 million, or 5.4% of revenue, for the same period in 2022. The decrease in Adjusted EBITDA in both periods was primarily driven by lower fuel revenue, higher salaries, wages and employee benefits due to the impact of cost inflation, and higher lease costs. These items were almost entirely offset by lower purchased transportation, fuel and temporary labor costs.

Liquidity and Capital Resources

Our cash and cash equivalents balance was $290 million as of June 30, 2023, compared to $460 million as of December 31, 2022. Our principal existing sources of cash are: (i) cash generated from operations; (ii) borrowings available under our Second Amended and Restated Revolving Loan Credit Agreement, as amended (the “ABL Facility”); (iii) proceeds from the issuance of other debt; and (iv) proceeds from divestiture activities. As of June 30, 2023, we have $512 million available to draw under our ABL Facility, based on a borrowing base of $513 million and outstanding letters of credit of less than $1 million. Additionally, we have a $200 million uncommitted secured evergreen letter of credit facility, under which we had issued $141 million in aggregate face amount of letters of credit as of June 30, 2023.

In February 2023, we amended our existing ABL Facility. See Note 7—Debt to our Condensed Consolidated Financial Statements for further information.

As of June 30, 2023, we had approximately $802 million of total liquidity. We continually evaluate our liquidity requirements in light of our operating needs, growth initiatives and capital resources. We believe that our existing liquidity and sources of capital are sufficient to support our operations over the next 12 months.

Trade Receivables Securitization and Factoring Programs

We sell certain of our trade accounts receivable on a non-recourse basis to third-party financial institutions under factoring agreements. We also sell trade accounts receivable under a securitization program for our European transportation business. We use trade receivables securitization and factoring programs to help manage our cash flows and offset the impact of extended payment terms for some of our customers. For more information, see Note 1—Organization, Description of Business and Basis of Presentation to our Condensed Consolidated Financial Statements.

The maximum amount of net cash proceeds available at any one time under our securitization program, inclusive of any unsecured borrowings, is €200 million (approximately $218 million as of June 30, 2023). As of June 30, 2023, €5 million (approximately $5 million) was available under the program. Under the securitization program, we service the receivables we sell on behalf of the purchasers. The program expires in July 2026.

Term Loan Facility

In 2015, we entered into a Term Loan Credit Agreement that provided for a single borrowing of $1.6 billion, which was subsequently amended to increase the principal balance to $2.0 billion and to extend the maturity date to February 2025 (the "Existing Term Loan Facility").

In May 2023, we amended the Term Loan Credit Agreement to obtain $700 million of new term loans (the "New Term Loan Facility") having substantially similar terms as the Existing Term Loan Facility, except with respect to maturity date, issue price, interest rate, prepayment premiums in connection with certain voluntary prepayments and certain other provisions. The New Term Loan Facility was issued at 99.5% of the face amount and will mature on May 24, 2028.

The New Term Loan Facility will bear interest at a rate per annum equal to, at our option, either (a) a Term Secured Overnight Financing ("SOFR") rate (subject to a 0.00% floor) or (b) a base rate (subject to a 0.00% floor), in each case, plus an applicable margin of 2.00% for Term SOFR loans or 1.00% for base rate loans. The interest rate was 7.09% as of June 30, 2023.

In the second quarter of 2023, we used net proceeds from the New Term Loan Facility and new Senior Notes, as described below, together with cash on hand, to repay $2.0 billion of outstanding principal under the Existing Term Loan Facility and to pay related fees, expenses and accrued interest. We recorded a debt extinguishment loss of $23 million in the second quarter of 2023.

Senior Notes Due 2028 and 2031

In May 2023, we completed private placements of $830 million aggregate principal amount of senior secured notes due 2028 (the "Senior Secured Notes due 2028") and $450 million aggregate principal amount of senior notes due 2031 (the "Senior Notes due 2031" and together with the Senior Secured Notes due 2028, the "Senior Notes"). The Senior Secured Notes due 2028 mature on June 1, 2028 and bear interest at a rate of 6.25% per annum. The Senior Notes due 2031 mature on June 1, 2031 and bear interest at a rate of 7.125% per annum. Interest on the Senior Notes is payable semi-annually in cash in arrears, commencing December 1, 2023. The Senior Notes were issued at par and were used to repay our Existing Term Loan Facility as described above.

Senior Notes Due 2025

In the second quarter of 2022, we redeemed $630 million of the then $1.15 billion outstanding principal amount of our Senior Notes due 2025. The redemption price for the notes was 100% of the principal amount plus a premium, as defined in the indenture, of approximately $21 million and accrued and unpaid interest. We paid for the redemption using available liquidity. We recorded a debt extinguishment loss of $26 million in the second quarter of 2022 due to this redemption.

In the fourth quarter of 2022, we repurchased an additional $408 million of the outstanding principal amount of our Senior Notes due 2025 in a cash tender offer.

Loan Covenants and Compliance

As of June 30, 2023, we were in compliance with the covenants and other provisions of our debt agreements. Any failure to comply with any material provision or covenant of these agreements could have a material adverse effect on our liquidity and operations.

Sources and Uses of Cash

(In millions)	Six Months Ended June 30, 2023	2022
Net cash provided by operating activities from continuing operations	$ 207	$ 357
Net cash used in investing activities from continuing operations	(342)	(216)
Net cash used in financing activities from continuing operations	(36)	(673)

During the six months ended June 30, 2023, we: (i) generated cash from operating activities from continuing operations of $207 million; and (ii) received net proceeds of $2.0 billion from the issuance of debt. We used cash during this period primarily to: (i) purchase property and equipment of $355 million; and (ii) repurchase our Existing Term Loan Facility for $2.0 billion.

During the six months ended June 30, 2022, we generated cash from operating activities from continuing operations of $357 million. We used cash during this period primarily to: (i) purchase property and equipment of $242 million; and (ii) redeem a portion of our Senior Notes due 2025 for $651 million.

Cash flows from operating activities from continuing operations for the six months ended June 30, 2023 decreased by $150 million, compared with the same period in 2022. The decrease reflects the impact of operating assets and liabilities utilizing $125 million of cash in the first six months of 2023, compared with utilizing $40 million during the same period in 2022, and $80 million of lower income from continuing operations for the six months ended June 30, 2023, compared with the same period in 2022. Within operating assets and liabilities, for the six months ended June 30, 2023, compared with the same period in 2022: (i) accrued expenses and other liabilities generated $140 million less cash primarily due to the accrual of a tax obligation related to the sale of our intermodal operation in the first quarter of 2022; and (ii) accounts payable utilized $129 million more cash primarily due to the timing of payments. Partially offsetting these items, accounts receivable utilized $177 million less cash in the first six months of 2023 as compared to the same period in 2022 primarily as a result of a lower sequential increase in revenues.

Investing activities from continuing operations used $342 million of cash in the six months ended June 30, 2023 and $216 million of cash in the six months ended June 30, 2022. During the six months ended June 30, 2023, we used $355 million to purchase property and equipment, as compared to a $242 million usage of cash in the same period in 2022. The increase reflects our continued investment, primarily in tractors and trailers, to support our long-term growth targets.

Financing activities from continuing operations used $36 million of cash in the six months ended June 30, 2023 and $673 million of cash in the six months ended June 30, 2022. The primary uses of cash from financing activities in each of the first six months of 2023 and 2022 were $2.0 billion and $651 million, respectively, used to repay our Existing Term Loan Facility and redeem a portion of our Senior Notes due 2025. The primary source of cash from financing activities during the first six months of 2023 was $2.0 billion of net proceeds from the issuance of debt.

As a result of the debt transactions that occurred during the second quarter, as of June 30, 2023, we had $2.4 billion total outstanding principal amount of debt, excluding finance leases. We have $112 million of debt maturing in 2025 and no other significant debt maturities until 2028. Interest on our ABL and term loan facility are variable, while interest on our senior notes are at fixed rates. As of June 30, 2023, future interest payments associated with our debt aggregate approximately $1.0 billion and are estimated based on the principal amount of debt and applicable interest rates as of that date. For further information on our debt facilities and maturities, see Note 7—Debt to our Condensed Consolidated Financial Statements.

There were no other material changes to our December 31, 2022 contractual obligations during the six months ended June 30, 2023. We anticipate full year gross capital expenditures to be between $500 million and $600 million in 2023, funded by cash on hand and available liquidity.

New Accounting Standards

Information related to new accounting standards is included in Note 1—Organization, Description of Business and Basis of Presentation to our Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

Item 3. ***Quantitative and Qualitative Disclosures about Market Risk.***

We are exposed to market risk related to changes in interest rates, foreign currency exchange rates and commodity prices. As a result of the debt transactions that occurred during the second quarter, exposure to changes in interest rates on our term loan facility and fixed rate debt are as follows:

Term Loan Facility. As of June 30, 2023, we had an aggregate principal amount outstanding of $700 million on our term loan facility. The interest rate fluctuates based on SOFR or a Base Rate, as defined in the agreement, plus an applicable margin. Assuming an average annual aggregate principal amount outstanding of $700 million, a hypothetical 1% increase in the interest rate would have increased our annual interest expense by $7 million. Additionally, we utilize short-term interest rate swaps to mitigate variability in forecasted interest payments on our term loan facility. The interest rate swaps convert floating-rate interest payments into fixed rate interest payments.

Fixed Rate Debt. As of June 30, 2023, we had $1.7 billion of fair value of indebtedness (excluding finance leases and asset financings) that bears interest at fixed rates. A 1% decrease in market interest rates as of June 30, 2023 would increase the fair value of our fixed-rate indebtedness by approximately 5%. For additional information concerning our debt, see Note 7—Debt to our Condensed Consolidated Financial Statements.

There have been no other material changes to our quantitative and qualitative disclosures about market risk related to our continuing operations during the six months ended June 30, 2023, as compared with the quantitative and qualitative disclosures about market risk described in our 2022 Form 10-K.

Item 4. ***Controls and Procedures.***

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended, as of June 30, 2023. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2023, such that the information required to be included in our Securities and Exchange Commission (“SEC”) reports is: (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to the Company, including our consolidated subsidiaries; and (ii) accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting during the quarter ended June 30, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II—Other Information

Item 1. ***Legal Proceedings.***

For information related to our legal proceedings, refer to “Legal Proceedings” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 and Note 9—Commitments and Contingencies of Item 1, “Financial Statements” of this Quarterly Report on Form 10-Q.

Item 1A. ***Risk Factors.***

There are no material changes to the risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds.***

None.

Item 3. ***Defaults upon Senior Securities.***

None.

Item 4. ***Mine Safety Disclosures.***

Not applicable.

Item 5. ***Other Information.***

None.

Item 6. ***Exhibits.***

Exhibit Number	Description
4.1	Indenture, dated May 24, 2023, by and among XPO, Inc., the guarantors party thereto from time to time and U.S. Bank Trust Company, National Association, as trustee and notes collateral agent (incorporated herein by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K filed with the SEC on May 25, 2023).
4.2	Indenture, dated May 24, 2023, by and among XPO, Inc., the guarantors party thereto from time to time and U.S. Bank Trust Company, National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to the registrant's Current Report on Form 8-K filed with the SEC on May 25, 2023).
10.1+	Offer Letter, dated April 17, 2023, between the registrant and David Bates (incorporated herein by reference to Exhibit 10.6 to the registrant's Quarterly Report on Form 10-Q filed with the SEC on May 4, 2023).
10.2+	Change in Control and Severance Agreement, dated April 17, 2023, between the registrant and David Bates (incorporated herein by reference to Exhibit 10.7 to the registrant's Quarterly Report on Form 10-Q filed with the SEC on May 4, 2023).
10.3	Refinancing Amendment (Amendment No. 8 to Senior Secured Term Loan Credit Agreement), dated May 24, 2023, by and among XPO, Inc., the subsidiaries signatory thereto, as guarantors, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent (incorporated herein by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed with the SEC on May 25, 2023).
10.4+*	Offer Letter, dated July 19, 2023, between the registrant and Kyle Wismans.
10.5+*	Change in Control and Severance Agreement, dated July 19, 2023, between the registrant and Kyle Wismans.
31.1*	Certification of the Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2023.
31.2*	Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2023.
32.1**	Certification of the Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2023.
32.2**	Certification of the Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2023.

Exhibit Number	Description
*101.INS **	*XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.*
*101.SCH **	*XBRL Taxonomy Extension Schema.*
*101.CAL **	*XBRL Taxonomy Extension Calculation Linkbase.*
*101.DEF **	*XBRL Taxonomy Extension Definition Linkbase.*
*101.LAB **	*XBRL Taxonomy Extension Label Linkbase.*
*101.PRE **	*XBRL Taxonomy Extension Presentation Linkbase.*
*104 **	*Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).*

* Filed herewith.

** Furnished herewith.

\+ This exhibit is a management contract or compensatory plan or arrangement.

SIGNATURES

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

XPO, INC.

By: /s/ Mario Harik
Mario Harik
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Carl D. Anderson II
Carl D. Anderson II
Chief Financial Officer
(Principal Financial Officer)

Date: August 4, 2023

July 18, 2023

Kyle Wismans

Delivered Via E-mail to [redacted]

Dear Kyle,

On behalf of XPO, Inc., I'm happy to offer you the position of Chief Financial Officer. I know I speak for the rest of our team when I say how pleased we are to make you this offer.

In this role, you'll report directly to Mario Harik, Chief Executive Officer, and you'll continue to be based out of our Greenwich, Connecticut office.

Your salary and compensation

We'd like to offer you the following compensation package:

- **Base Salary:** You'll receive $10,576.92, paid on a weekly basis, or $550,000 annually, less all applicable withholdings and deductions, and pro-rated for any partial period worked. This is an exempt position, meaning you will not be eligible for overtime compensation.

- **Annual Incentive:** You will be eligible to participate in the Company's Annual Incentive Plan (the "Plan") subject to the terms and conditions of the Plan, as may be amended. The Plan structure is based on a target percentage of your base salary. The target incentive for you is 100% of your base salary. Your annual incentive will be pro-rated based on time spent in the position.

- **Long-term Incentive:** You will be eligible for an annual long-term incentive award with a target grant date value of $1,300,000, with the form, structure, timing, vesting conditions and schedule determined annually by the Compensation Committee. The underlying number of stock units will generally be determined based on XPO's closing stock price on the date of grant (subject to variation from time-to-time), in the form generally as follows, with vesting to occur over a three-year schedule, or as otherwise determined annually by the Compensation Committee:

    - **Time-Based Restricted Stock Units (RSUs):** $455,000 of grant date value will be awarded to you in the form of RSUs, subject to your continuing employment with the Company through each applicable vest date.

    - **Performance-Based Restricted Stock Units (PRSUs):** $845,000 of target grant date value will be awarded to you in the form of PRSUs, subject to achievement of the applicable performance goals and continued service through each applicable vest date.

- Annual and long-term incentive awards will be reflective of your individual performance and contributions, Company and/or business unit performance, as applicable, and the scope and expectations of your position in the Company. As an at will employee, annual and long-term incentives are subject to change at the sole discretion of the Company.

One-Time Promotion Grant: XPO will award you a one-time long-term stock incentive award (the "Promotion Grant") in recognition of your promotion with a target grant date value of $500,000, half of which will be awarded in the form of time-based RSUs and the other half of which will be awarded in the form of PRSUs. The PRSUs will be based on a four-year performance period commencing on the grant date and both the RSUs and PRSUs, if performance goals are met, will vest on the fourth anniversary of the grant date, contingent upon your continuous employment with XPO. The Promotion Grant is contingent upon the approval of the Compensation Committee of the Company's Board of Directors or its delegate and will be subject to the applicable terms and conditions set forth in the Omnibus Plan and the applicable award agreement. If approved, the Promotion Grant will be granted to you as soon as practicable following your effective date as CFO.

Your benefits

There will be no break in your benefits coverage. The Company does continue to reserve its right to change compensation and benefit policies and programs upon reasonable notice.

Severance benefits

You will be eligible for severance payments and other benefits upon certain qualifying termination events, subject to the terms and conditions in the attached Change in Control and Severance Agreement (the "Severance Agreement"), provided that you timely return a signed copy of the Severance Agreement.

Legal considerations

Your employment with the Company will continue to be "at-will." This means that either you or the Company may terminate the employment relationship at any time and for any reason, with or without cause or advance notice. We request that, in the event of your resignation, you give the Company at least 30 days advance notice.

Confidential Information Protection Agreement

Your acceptance of this offer and commencement of employment with the Company is contingent upon your acceptance of the Company's Confidential Information Protection Agreement ("CIPA"), which prohibits unauthorized use or disclosure of the Company's confidential and proprietary information and includes an 18-month non-competition provision and a two-year non-solicitation provision following the termination of your employment with XPO.

Entire Offer

This letter, along with the CIPA and Severance Agreement, contains the entire agreement and understanding between you and the Company regarding the employment relationship and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). Neither this offer letter nor any other written materials issued by the Company constitutes a contract between you and the Company for employment, express or implied, for any specific duration.

Taking the next step

As you know, XPO has generated tremendous momentum, thanks to the efforts of our people. With you on our team, we're sure to continue along this trajectory and move forward to greater success. Please make sure you've read the offer letter completely, including all enclosures. Then sign and return the offer letter, CIPA and Severance Agreement by e-mail to [redacted] within ten (10) business days of the same being sent to you. This offer will terminate if it is not accepted, signed, and returned by that date, unless otherwise mutually agreed between the parties.

If you have any questions, please reach out to me at [redacted] or [redacted].

Best regards,

/s/ Carolyn Roach

Carolyn Roach
Chief Human Resources Officer
XPO

Enclosures: Confidential Information Protection Agreement; Severance Agreement

EMPLOYMENT ACCEPTANCE

I accept employment with XPO, Inc., as Chief Financial Officer effective August 11, 2023.

/s/ Kyle Wismans
Kyle Wismans

7/19/23
Date

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This CHANGE IN CONTROL AND SEVERANCE AGREEMENT (this "**Agreement**") is made and entered into by and between XPO, INC., a Delaware corporation (the "**Company**"), and Kyle Wismans ("**Employee**"). Certain capitalized terms used in this Agreement are defined in Section 7 below.

WHEREAS, Employee and the Company are entering into an offer letter (the "**Offer Letter**") and Confidential Information Protection Agreement ("**CIPA**") concurrently with the execution of this Agreement;

WHEREAS, the Board of Directors of the Company (the "**Board**") recognizes the possibility of an involuntary termination or reduction in responsibility that may cause Employee to consider alternative employment opportunities, and as such, the Board has determined it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Employee, notwithstanding the possibility, threat or occurrence of such an event; and

WHEREAS, the Board believes that it is imperative to provide Employee with severance benefits upon certain terminations of Employee's service to the Company that enhance Employee's financial security and provide incentive to Employee to remain with the Company notwithstanding the possibility of such an event.

NOW THEREFORE, in consideration of the promises and mutual covenants herein and for other good and valuable consideration, Employee and the Company agree as follows:

1. Term of Agreement. Except to the extent renewed as set forth in this Section 1, this Agreement shall become effective as of August 11, 2023 (the "**Effective Date**") and terminate the earlier of: (a) the fourth (4^{th}) anniversary of the Effective Date (the "**Expiration Date**"); (b) the Date of Termination of Employee's employment with the Company for a reason other than a Qualifying Termination or Qualifying CIC Termination; or (c) the date that all obligations of the parties hereto with respect to this Agreement have been satisfied. This Agreement shall renew automatically and continue in effect for one (1) year periods measured from the initial Expiration Date and each subsequent Expiration Date, unless the Company provides Employee notice of non-renewal at least ninety (90) days prior to the date on which this Agreement would otherwise renew. For the avoidance of doubt, and notwithstanding anything to the contrary in Section 3 or 4 hereof, the Company's non-renewal of this Agreement shall not constitute a Qualifying Termination or Qualifying CIC Termination, as applicable.

2. At-Will Employment. The Company and Employee acknowledge that Employee's employment is and shall continue to be "at-will," as defined under applicable law. If Employee's employment terminates for any reason, Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, pursuant to the terms of any incentive award agreement or employee benefit plan or required under applicable law.

3. Qualifying Termination. In the event of a Qualifying Termination, subject to the terms and conditions of Section 6 hereof, Employee shall be entitled to:

(a) the Accrued Benefits;

(b) cash payments (the "**Severance Payments**") equal to (i) twelve (12) months' Base Salary, as in effect on the Date of Termination, plus (ii) the Employee's Target Bonus (each payable subject to the terms of Section 6 of this Agreement), which shall be paid in substantially equal installments over the 12-month period, following the Date of Termination, consistent with the Company's payroll practices, with the first installment to be paid within 65 days after the Date of Termination and with any installments that would otherwise have been paid prior to such date accumulated and paid in a lump sum on the first date on which payments are made in accordance with the terms of this sentence; provided that (A) any monies Employee earns from any other work, whether as an employee or as an independent contractor, while Employee is receiving the Severance Payments shall reduce, on a dollar-for-dollar basis, the amount that the Company is obligated to pay Employee under this Section 3(b) and (B) Employee shall provide written notice to the Company, within two (2) business days from

Employee’s receipt of any monies Employee earns from any other work while Employee is receiving the Severance Payments by detailing the date of receipt, gross and net amount, and source of such monies, by U.S. Mail and e-mail to Carolyn Roach, Chief Human Resources Officer, XPO, Inc. Five American Lane, Greenwich, CT 06831; e-mail [redacted]. Any monies the Company may deduct from the Severance Payments shall not include monies Employee may earn from future Director roles in any public or private company;

(c) a cash payment equal to the prorated bonus for the performance year for the year in which the Date of Termination occurs, defined as the product of (A) the Target Bonus and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs (or from the Effective Date, if the Date of Termination occurs in 2023) through the Date of Termination and the denominator of which is 365, which shall be payable in one lump sum within 65 days after the Date of Termination;

(d) to the extent Employee is eligible to elect to continue coverage under the Company’s group medical and dental benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and elects such benefits, the Company shall pay Employee's COBRA premiums for medical and dental coverage as in effect on the Date of Termination for a period of six (6) months from the Date of Termination. If, however, Employee secures other employment at any time during the six (6) month period following his Date of Termination and becomes eligible for any medical and dental benefits through such other employment, the Company’s obligation to pay Employee’s COBRA premiums for any medical or dental benefits under this Section 3(d) shall cease as of the end of the month in which Employee becomes eligible for any medical and dental benefits through such other employer. Employee shall provide written notice to the Company, within two (2) business days from Employee’s eligibility for any medical and dental benefits through such other employer, by U.S. Mail and e-mail to Carolyn Roach, Chief Human Resources Officer, XPO, Inc., Five American Lane, Greenwich, CT 06831, e-mail [redacted]. Any continuation of Employee’s coverage under the Company’s group medical and dental benefits after the six (6) month period following his Date of Termination or after the month in which Employee becomes eligible for medical and dental benefits through such other employer shall be at the Employee’s sole expense.

4. Qualifying CIC Termination. In the event of a Qualifying CIC Termination, subject to the terms and conditions of Section 6 hereof, Employee shall be entitled to the following payments, which shall be paid in one lump sum within 65 days after the Date of Termination (other than the Accrued Benefits, which shall be payable within 30 days of the Date of Termination or sooner when required under applicable law):

(a) the Accrued Benefits;

(b) a cash payment (the “**CIC Severance Payment**”) equal to two (2) times the sum of (i) the Base Salary and (ii) the Employee’s Target Bonus;

(c) a cash payment equal to the product of (A) the Employee’s Target Bonus and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs (or from the Effective Date, if the Date of Termination occurs in 2023) through the Date of Termination and the denominator of which is 365;

(d) a cash payment equal to the amount of any annual bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination; and

(e) to the extent Employee is eligible to elect to continue coverage under the Company’s group medical and dental benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and elects such benefits, the Company shall pay Employee's COBRA premiums for medical and dental coverage as in effect on the Date of Termination for a period of twenty-four (24) months from the Date of Termination.

Notwithstanding the foregoing, if the CIC Severance Payment relates to a transaction that does not satisfy the requirements of Treas. Reg. § 1.409A-3(i)(5), any portion of the CIC Severance Payment that constitutes deferred compensation within the meaning of Section 409A, will be paid at the earliest date that is permitted in accordance with the schedule that is applicable to the Severance Payment.

5. Other Terminations. If Employee's employment with the Company is terminated by the Company or by Employee for any reason other than a Qualifying Termination or a Qualifying CIC Termination, the obligations of the Company to pay or provide Employee with compensation and benefits under Section 3 or Section 4 of this Agreement shall cease, and the Company shall have no further obligations to provide compensation or benefits to Employee hereunder except for payment of the Accrued Benefits.

6. Conditions Precedent and Subsequent. The payments and benefits provided under Sections 3 and 4 of this Agreement (other than the Accrued Benefits) are subject to and conditioned upon (a) Employee having provided, within 60 days after the Date of Termination (or such greater period as required by law), a waiver and general release agreement in a form satisfactory to the Company that has become effective and irrevocable in accordance with its terms, and (b) Employee's compliance with the CIPA. Employee shall, upon request by the Company, be required to immediately repay to the Company the net amount of the Severance Payments or CIC Severance Payment, as applicable, received by the Employee after all applicable minimum tax withholdings required by law, and the Company shall have no further obligation to pay, the Severance Payments or CIC Severance Payment, as applicable, in the event Employee receives, within six (6) months after the occurrence of the breach, written notice from the Company that, in the reasonable judgment of the Company, Employee has breached Employee's obligations under the CIPA or Employee shall be deemed to have been retroactively terminated for Cause; provided, however, that, in cases where Employee's breach of Employee's obligations under the CIPA is curable, Employee shall first be provided a 15-day cure period to cease, and to cure, such conduct.

7. Definitions. The following terms referred to in this Agreement shall have the following meanings:

(a) "**Accrued Benefits**" means payment by the Company to Employee for: (i) any unpaid Base Salary accrued by Employee through the Date of Termination; (ii) to the extent required by law, any unused vacation accrued by Employee through the Date of Termination, and (iii) any unpaid or unreimbursed business expenses accrued or incurred by Employee through the Date of Termination, which shall be paid to Employee within 30 days following the Date of Termination or earlier when required by applicable state law.

(b) "**Affiliate**" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and/or (ii) any entity in which the Company has a significant equity interest.

(c) "**Base Salary**" means Employee's annual base salary in effect immediately prior to Employee's termination.

(d) "**Cause**" means, as determined in the sole discretion of the Board, Employee's (i) gross negligence or willful failure to perform Employee's duties or willful refusal to follow any lawful directive of the Company's Chief Executive Officer or the Board; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects Employee's performance of duties for the Company; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) breach of any term of the CIPA or any agreement governing any of the long-term incentive compensation or equity compensation awards granted to Employee by the Company, its Affiliates or any of their respective predecessors or successors, or breach of Employee's fiduciary duties to the Company; (v) any willful act, or failure to act, in bad faith to the detriment of the Company; (vi) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, managers, officers or employees, if the Company requests Employee's cooperation; (vii) failure to follow the Company's code of conduct or ethics policy; or (viii) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company will provide Employee with written notice describing the facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, Employee shall first be provided a 15-day cure period. If, subsequent to Employee's termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Reporting Person that Employee's employment could have been terminated by the Company for Cause, Employee's employment shall, at the election of the Reporting Person at any time up to two (2) years after the Date of Termination but in no event more than six (6) months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred, provided that the Company's ability to deem an Employee's employment under this sentence to be terminated for Cause shall lapse upon a Change in Control. Employee shall, upon request by the Company, be required to immediately repay to the Company the net amount of the Severance Payments or CIC Severance Payment, as applicable, received by the Employee after all applicable minimum tax withholdings required by law, and the Company shall have no further obligation to pay, the Severance Payments or CIC Severance Payment, as applicable, in the event Employee receives, within six (6) months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, written notice from the Company that, in the reasonable judgment of the Company, Employee shall be deemed to have been retroactively terminated for Cause.

(e) "**Change in Control**" means the occurrence of any of the following events:

(i) during any period, individuals who were directors of the Company on the first day of such period (the "**Incumbent Directors**") cease for any reason to constitute a majority of the Board; provided, however, that any individual becoming a director subsequent to the first day of such period whose election, or nomination by the Board for election by the Company's stockholders, was approved by a vote of at least a majority of the Incumbent Directors shall be considered as though such individual were an Incumbent Director, but excluding for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person (as defined below) other than the Board (including without limitation any settlement thereof);

(ii) the consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction (but not, for the avoidance of doubt, a sale of assets) involving the Company (each, a "**Reorganization**") if such Reorganization requires the approval of the Company's stockholders under the law of the Company's jurisdiction of organization (whether such approval is required for such Reorganization or for the issuance of securities of the Company in such Reorganization), unless, immediately following such Reorganization, (1) individuals and entities who were the "beneficial owners" (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended from time to time, or a successor rule thereto (the "**Exchange Act**") of the securities eligible to vote for the election of the Board ("**Company Voting Securities**") outstanding immediately prior to the consummation of such Reorganization continue to beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such Reorganization (including a corporation that, as a result of such transaction, owns the Company either directly or through one or more Subsidiaries) (the "**Continuing Company**") in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Reorganization (excluding, for such purposes, any outstanding voting securities of the Continuing Company that such beneficial owners hold immediately following the consummation of the Reorganization as a result of their ownership prior to such consummation of voting securities of any corporation or other entity involved in or forming part of such Reorganization other than the Company), (2) no "person" (as such term is used in Section 13(d) of the Exchange Act) (each, a "**Person**") (excluding (x) any employee benefit plan (or related trust) sponsored or maintained by the Continuing Company or any corporation controlled by the Continuing Company and (y) any one or more Specified Stockholder beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding voting securities of the Continuing Company and (3) at least 50% of the members of the board of directors of the Continuing Company (or equivalent body) were Incumbent Directors at the time of the execution of the definitive agreement providing for such Reorganization or, in the absence of such an agreement, at the time at which approval of the Board was obtained for such Reorganization;

(iii) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company unless such liquidation or dissolution is part of a transaction or series of transactions described in Section 7(e)(ii) above that does not otherwise constitute a Change in Control; or

(iv) any Person, corporation or other entity or "group" (as used in Section 14(d)(2) of the Exchange Act) (other than (A) the Company, (B) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or an Affiliate, (C) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the voting power of the Company Voting Securities or (D) any one or more Specified Stockholders, including any group in which a Specified Stockholder is a member) becomes the beneficial owner, directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company Voting Securities; provided, however, that for purposes of this subparagraph (iv), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from the Company, (x) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or an Affiliate, (y) any acquisition by an underwriter temporarily holding such Company Voting Securities pursuant to an offering of such securities or any acquisition by a pledgee of Company Voting Securities holding such securities as collateral or temporarily holding such securities upon foreclosure of the underlying obligation or (z) any acquisition pursuant to a Reorganization that does not constitute a Change in Control for purposes of Section 7(e)(ii) above.

(f) "**Change in Control Period**" means the period of time commencing upon a Change in Control and ending two (2) years thereafter.

(g) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

(h) "**Date of Termination**" means the date of termination of Employee's employment with the Company. Notwithstanding the foregoing, in no event shall the Date of Termination of any U.S. Taxpayer occur until the Employee experiences a "separation from service" within the meaning of Section 409A of the Code, and the date on which such separation from service takes place shall be the "Date of Termination."

(i) "**Disability**" means the inability of Employee, due to illness, accident or any other physical or mental incapacity, to perform Employee's duties for the Company for an aggregate of 180 days within any period of 12 consecutive months, which inability is determined to be total and permanent by a board-certified physician selected by the Company, and the determination of such physician shall be binding upon Employee and the Company.

(j) "**Good Reason**" means, without first obtaining Employee's written consent: (i) the Company materially breaches the terms of this Agreement; (ii) the Company materially diminishes Employee's title, duties, authorities, reporting relationship(s), responsibilities or position from any of those in effect immediately preceding the Change in Control (including by virtue of Employee not having duties of a senior executive of a publicly-traded company) or as subsequently increased or enhanced; (iii) the Company materially reduces the Base Salary or Target Bonus; (iv) the Company requires that Employee be based in a location that is more than 35 miles from the location of Employee's employment immediately prior to a Change in Control; or (v) Employee is no longer reporting directly and exclusively to the chief executive officer of a publicly traded company; provided that, the Company shall first be provided a 30-day cure period (the "**Cure Period**"), following receipt of written notice setting forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, Employee will be entitled to terminate employment for Good Reason during the 90-day period that follows the end of the Cure Period. If Employee does not terminate employment during such 90-day period, Employee will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

(k) "**Specified Stockholder**" means Bradley S. Jacobs, Jacobs Private Equity LLC and its Affiliates, or any other entity or organization controlled, directly or indirectly, by Bradley S. Jacobs.

(l) "**Qualifying CIC Termination**" means a termination of Employee's employment either by the Company without Cause (excluding by reason of Employee's death or Disability) or by Employee for Good Reason, in either case, during the Change in Control Period.

(m) "**Qualifying Termination**" means a termination of Employee's employment by the Company without Cause (excluding by reason of Employee's death or Disability) outside of the Change in Control Period.

(n) "**Reporting Person**" means the Chief Executive Officer of the Company.

(o) "**Target Bonus**" means the performance-based bonus Employee will have the opportunity to earn for each year during Employee's employment commencing in the 2023 fiscal year with a target as set forth in the Offer Letter, based upon Employee's achievement of performance goals that will be determined in the sole discretion of the Company.

8. Miscellaneous.

(a) Notices.

(i) General Notices. Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally, or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested, or one day after it is sent by overnight courier service via UPS or FedEx and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties) or to such other address as either party may designate by written notice to the other:

If to the Company, to:

XPO, Inc.
Five American Lane
Greenwich, CT 06831
Attention: Chief Human Resources Officer

If to Employee, to Employee's principal residence as listed in the records of the Company.

(ii) Notice of Termination. Any termination of Employee's employment by the Company for Cause will be communicated by a notice of termination to Employee, and any termination of Employee's employment by Employee for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 8(a)(i) of this Agreement. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than 30 days after the later of (A) the giving of the notice or (B) the end of any applicable cure period).

(b) Resignation. The termination of Employee's employment with the Company for any reason will also constitute, without any further required action by Employee, Employee's voluntary resignation from all officer and/or director positions held with the Company or any of its subsidiaries or controlled affiliates, and at the Board's request, Employee shall execute any documents reasonably necessary to reflect the resignations.

(c) Section 409A.

(i) General. The obligations under this Agreement are intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and shall in all respects be administered in accordance with Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception to the maximum extent possible. For purposes of nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Employee pursuant to Section 409A of the Code. In no event may Employee, directly or indirectly, designate the calendar year of any payment under this Agreement.

(ii) Delay of Payments. Notwithstanding any other provision in this Agreement to the contrary, if Employee is considered a "specified employee" for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Date of Termination), any payment or benefit that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to be paid to Employee under this Agreement during the six-month period immediately following the Employee's separation from service (as determined in accordance with Section 409A of the Code) on account of Employee's separation from service shall be accumulated and paid to Employee with Interest (based on the rate in effect for the month in which Employee's separation from service occurs) on the first business day of the seventh month following the Employee's separation from service (the "**Delayed Payment Date**"), to the extent necessary to avoid penalty taxes or accelerated taxation pursuant to Section 409A of the Code. If Employee dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of Employee's estate on the first to occur of the Delayed Payment Date or 30 calendar days after the date of Employee's death.

(iii) Reimbursements. With respect to reimbursements under this Agreement that are not exempt from Section 409A of the Code, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of the taxable year following the taxable year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(d) Section 280G.

(i) Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit by the Company or otherwise to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits, including the payments and benefits under Section 4 of this Agreement, being hereinafter referred to as the "**Total Payments**"), would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Total Payments shall be to the minimum extent necessary to avoid the imposition of the Excise Tax on the Total Payments, but only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of the Excise Tax to which Employee would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(ii) The payment reduction contemplated in this Section 8(d) shall be implemented by reducing the payments/benefits in the same order as they are received by Employee. If several payments/benefits are received simultaneously and their collective amount exceeds the remaining amount of reduction hereunder, such payments shall be reduced ratably, proportional to their individual amount.

(iii) All determinations regarding the application of this Section 8(d) shall be made by a nationally recognized accounting firm selected by the Company (the "**Accounting Firm**"), subject to the final determination by the Internal Revenue Service or the court of competent jurisdiction if and when such final determination occurs. For purposes of determinations, no portion of the Total Payments shall be taken into account which, in the opinion of the Accounting Firm (A) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) or (B) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company.

(e) Waiver; Amendment. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Employee and by an authorized officer of the Company (other than Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(f) Clawbacks. Employee hereby acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, Employee will be subject to any legally mandated policy relating to the recovery of compensation, solely to the extent that the Company is required to implement such policy pursuant to applicable law, whether pursuant to the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or otherwise.

(g) Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 8(g) or which becomes bound by the terms of this Agreement by operation of law. The terms of this Agreement and all rights of Employee hereunder shall inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(h) Governing Law; Arbitration; Consent to Jurisdiction; and Waiver of Jury Trial.

(i) This Agreement shall be governed by and construed in accordance with its express terms, and otherwise in accordance with the laws of the State of Delaware without reference to its principles of conflicts of law.

(ii) Any claim initiated by Employee arising out of or relating to this Agreement, or the breach thereof, shall be resolved by binding arbitration before a single arbitrator in the State of Delaware administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(iii) Any claim initiated by the Company arising out of or relating to this Agreement, or breach thereof, shall, at the election of the Company, be resolved in in accordance with Section 8(h)(ii) or Section 8(h)(iv) of this Agreement.

(iv) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 8 or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which Employee now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 8(h)(iv), and agrees that Employee shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 8(h)(iv) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF IS LITIGATED OR HEARD IN ANY COURT.

(v) The prevailing party shall be entitled to recover all legal fees and costs (including reasonable attorney's fees and the fees of experts) from the losing party in connection with any claim arising under this Agreement.

(i) Entire Agreement. This Agreement, the Offer Letter and the CIPA represent the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior arrangements and understandings regarding same.

(j) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(k) Withholdings. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll deductions.

(l) Counterparts and Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

Signature Page Follows.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the date set forth below.

XPO, INC.

By: /s/ Carolyn Roach
Carolyn Roach
Chief Human Resources Officer

Date: 7/19/23

EMPLOYEE

By: /s/ Kyle Wismans
Kyle Wismans

Date: 7/19/23

Signature page to Change in Control and Severance Agreement

Exhibit 31.1

CERTIFICATION

I, Mario Harik, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023 of XPO, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Mario Harik
Mario Harik
Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2023

Exhibit 31.2

CERTIFICATION

I, Carl D. Anderson II, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023 of XPO, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Carl D. Anderson II
Carl D. Anderson II
Chief Financial Officer
(Principal Financial Officer)

Date: August 4, 2023

Exhibit 32.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER

Pursuant to 18 U.S.C. Section 1350
As adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Executive Officer of XPO, Inc. (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2023 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mario Harik
Mario Harik
Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2023

Exhibit 32.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER

Pursuant to 18 U.S.C. Section 1350
As adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Financial Officer of XPO, Inc. (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2023 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Carl D. Anderson II
Carl D. Anderson II
Chief Financial Officer
(Principal Financial Officer)

Date: August 4, 2023