

**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, 2024
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
(State or other jurisdiction of
incorporation or organization)
Five American Lane
Greenwich, CT
(Address of principal executive offices)

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

06831
(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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 July 26, 2024, there were 116,392,944 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, 2024
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Part I—Financial Information
Item 1. Financial Statements.

XPO, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

<i>(In millions, except per share data)</i>	June 30, 2024	December 31, 2023
ASSETS		
Current assets		
Cash and cash equivalents	\$ 250	\$ 412
Accounts receivable, net of allowances of \$45 and \$45, respectively	1,088	973
Other current assets	210	208
Total current assets	1,548	1,593
Long-term assets		
Property and equipment, net of \$1,954 and \$1,853 in accumulated depreciation, respectively	3,305	3,075
Operating lease assets	742	708
Goodwill	1,481	1,498
Identifiable intangible assets, net of \$476 and \$452 in accumulated amortization, respectively	392	422
Other long-term assets	262	196
Total long-term assets	6,182	5,899
Total assets	\$ 7,729	\$ 7,492
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 477	\$ 532
Accrued expenses	772	775
Short-term borrowings and current maturities of long-term debt	64	69
Short-term operating lease liabilities	129	121
Other current liabilities	99	93
Total current liabilities	1,542	1,590
Long-term liabilities		
Long-term debt	3,330	3,335
Deferred tax liability	364	337
Employee benefit obligations	88	91
Long-term operating lease liabilities	613	588
Other long-term liabilities	294	285
Total long-term liabilities	4,688	4,636
Stockholders' equity		
Common stock, \$0.001 par value; 300 shares authorized; 116 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively	—	—
Additional paid-in capital	1,322	1,298
Retained earnings	402	185
Accumulated other comprehensive loss	(225)	(217)
Total equity	1,499	1,266
Total liabilities and equity	\$ 7,729	\$ 7,492

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.
Condensed Consolidated Statements of Income
(Unaudited)

<i>(In millions, except per share data)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenue	\$ 2,079	\$ 1,917	\$ 4,097	\$ 3,824
Salaries, wages and employee benefits	854	783	1,688	1,545
Purchased transportation	436	444	874	901
Fuel, operating expenses and supplies	402	390	814	817
Operating taxes and licenses	21	15	40	30
Insurance and claims	33	46	71	90
Gains on sales of property and equipment	(4)	(2)	(5)	(5)
Depreciation and amortization expense	122	107	239	208
Transaction and integration costs	12	17	26	39
Restructuring costs	6	10	14	34
Operating income	197	107	335	165
Other income	(6)	(3)	(16)	(8)
Debt extinguishment loss	—	23	—	23
Interest expense	56	43	114	85
Income from continuing operations before income tax provision	147	44	237	65
Income tax provision (benefit)	(3)	13	20	17
Income from continuing operations	150	31	217	48
Income (loss) from discontinued operations, net of taxes	—	2	—	(1)
Net income	\$ 150	\$ 33	\$ 217	\$ 47
Net income (loss)				
Continuing operations	\$ 150	\$ 31	\$ 217	\$ 48
Discontinued operations	—	2	—	(1)
Net income	\$ 150	\$ 33	\$ 217	\$ 47
Earnings (loss) per share data				
Basic earnings per share from continuing operations	\$ 1.29	\$ 0.27	\$ 1.87	\$ 0.42
Basic earnings (loss) per share from discontinued operations	—	0.01	—	(0.01)
Basic earnings per share	\$ 1.29	\$ 0.28	\$ 1.87	\$ 0.41
Diluted earnings per share from continuing operations	\$ 1.25	\$ 0.27	\$ 1.81	\$ 0.41
Diluted earnings (loss) per share from discontinued operations	—	0.01	—	(0.01)
Diluted earnings per share	\$ 1.25	\$ 0.28	\$ 1.81	\$ 0.40
Weighted-average common shares outstanding				
Basic weighted-average common shares outstanding	116	116	116	116
Diluted weighted-average common shares outstanding	120	118	120	117

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

<i>(In millions)</i>	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Net income	\$ 150	\$ 33	\$ 217	\$ 47
Other comprehensive income (loss), net of tax				
Foreign currency translation gain (loss), net of tax effect of \$(4), \$2, \$(7) and \$10	\$ (3)	\$ 14	\$ (9)	\$ 27
Unrealized gain on financial assets/liabilities designated as hedging instruments, net of tax effect of \$(1), \$—, \$(1) and \$1	—	1	1	3
Other comprehensive income (loss)	<u>(3)</u>	<u>15</u>	<u>(8)</u>	<u>30</u>
Comprehensive income	<u>\$ 147</u>	<u>\$ 48</u>	<u>\$ 209</u>	<u>\$ 77</u>

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

<i>(In millions)</i>	Six Months Ended June 30,	
	2024	2023
Cash flows from operating activities of continuing operations		
Net income	\$ 217	\$ 47
Loss from discontinued operations, net of taxes	—	(1)
Income from continuing operations	217	48
Adjustments to reconcile income from continuing operations to net cash from operating activities		
Depreciation and amortization	239	208
Stock compensation expense	42	41
Accretion of debt	5	7
Deferred tax expense (benefit)	25	(6)
Gains on sales of property and equipment	(5)	(5)
Other	6	39
Changes in assets and liabilities		
Accounts receivable	(135)	(64)
Other assets	(67)	(31)
Accounts payable	14	(57)
Accrued expenses and other liabilities	13	27
Net cash provided by operating activities from continuing operations	355	207
Cash flows from investing activities of continuing operations		
Payment for purchases of property and equipment	(496)	(355)
Proceeds from sale of property and equipment	13	13
Net cash used in investing activities from continuing operations	(483)	(342)
Cash flows from financing activities of continuing operations		
Proceeds from issuance of debt	—	1,977
Repurchase of debt	—	(2,003)
Repayment of debt and finance leases	(39)	(35)
Payment for debt issuance costs	(4)	(15)
Change in bank overdrafts	27	51
Payment for tax withholdings for restricted shares	(17)	(12)
Other	(1)	1
Net cash used in financing activities from continuing operations	(35)	(36)
Cash flows from discontinued operations		
Operating activities of discontinued operations	—	(8)
Investing activities of discontinued operations	—	1
Net cash used in discontinued operations	—	(7)
Effect of exchange rates on cash, cash equivalents and restricted cash	—	5
Net decrease in cash, cash equivalents and restricted cash	(162)	(173)
Cash, cash equivalents and restricted cash, beginning of period	419	470
Cash, cash equivalents and restricted cash, end of period	\$ 256	\$ 297
Supplemental disclosure of cash flow information		
Leased assets obtained in exchange for new operating lease liabilities	\$ 144	\$ 46
Leased assets obtained in exchange for new finance lease liabilities	31	36
Cash paid for interest	101	90
Cash paid for income taxes	32	18

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

XPO, Inc.
Condensed Consolidated Statements of Changes in Equity
(Unaudited)

<i>(Shares in thousands, dollars in millions)</i>	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
Balance as of March 31, 2024	116,312	\$ —	\$ 1,302	\$ 252	\$ (222)	\$ 1,332
Net income	—	—	—	150	—	150
Other comprehensive loss	—	—	—	—	(3)	(3)
Exercise and vesting of stock compensation awards	32	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(3)	—	—	(3)
Stock compensation expense	—	—	23	—	—	23
Balance as of June 30, 2024	116,344	\$ —	\$ 1,322	\$ 402	\$ (225)	\$ 1,499

<i>(Shares in thousands, dollars in millions)</i>	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
Balance as of December 31, 2023	116,073	\$ —	\$ 1,298	\$ 185	\$ (217)	\$ 1,266
Net income	—	—	—	217	—	217
Other comprehensive loss	—	—	—	—	(8)	(8)
Exercise and vesting of stock compensation awards	271	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(18)	—	—	(18)
Stock compensation expense	—	—	42	—	—	42
Balance as of June 30, 2024	116,344	\$ —	\$ 1,322	\$ 402	\$ (225)	\$ 1,499

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	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
<i>(Shares in thousands, dollars in millions)</i>						
Balance as of March 31, 2023	115,750	\$ —	\$ 1,252	\$ 10	\$ (207)	\$ 1,055
Net income	—	—	—	33	—	33
Other comprehensive loss	—	—	—	—	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		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount				
<i>(Shares in thousands, dollars in millions)</i>						
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

Amounts may not add due to rounding.

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 2—Segment Reporting for additional information on our operations.

Strategic Developments

In December 2023, we acquired 28 less-than-truckload (“LTL”) service centers in the U.S. previously operated by Yellow Corporation. In connection with this transaction, we purchased 26 of the service centers and assumed existing leases for the other two locations. This strategic acquisition of assets aligns with our commitment to invest in expanding our LTL network capacity.

Our Board of Directors has previously authorized the divestiture of our European business. There can be no assurance that the divestiture will occur, or of the terms or timing of a transaction.

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, 2023 (the “2023 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 2023 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, 2024 are not necessarily indicative of the results that may be expected for the year ending December 31, 2024.

The historical results of operations and financial positions of RXO, Inc., GXO Logistics, Inc. and our intermodal operation are presented as discontinued operations and, as such, have been excluded from both continuing operations and segment results for all periods presented.

Within the Condensed Consolidated Financial Statements and associated notes, certain amounts may not add due to the use of rounded numbers. Percentages presented are calculated from the underlying numbers in millions.

Restricted Cash

As of June 30, 2024 and December 31, 2023, our restricted cash included in Other long-term assets on our Condensed Consolidated Balance Sheets was \$6 million and \$7 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 \$214 million as of June 30, 2024). As of June 30, 2024, €6 million (approximately \$6 million) was available under the program. The weighted average interest rate was 5.36% as of June 30, 2024. The program expires in July 2026.

Information related to the trade receivables sold was as follows:

<i>(In millions)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Securitization programs				
Receivables sold in period	\$ 449	\$ 470	\$ 899	\$ 910
Cash consideration	449	470	899	910
Factoring programs				
Receivables sold in period	20	34	41	58
Cash consideration	20	34	41	58

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, 2024 and December 31, 2023 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 5—Derivative Instruments and for information on financial liabilities, see Note 6—Debt.

The fair value hierarchy of cash equivalents was as follows:

<i>(In millions)</i>	Carrying Value	Fair Value	Level 1
June 30, 2024	\$ 208	\$ 208	\$ 208
December 31, 2023	369	369	369

Accounting Pronouncements Issued but Not Yet Effective

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures.” The ASU modifies income tax disclosures by requiring (i) consistent categories and greater disaggregation of information in the rate reconciliations and (ii) the disclosure of income taxes paid disaggregated by jurisdiction, among other requirements. This ASU is effective for annual periods beginning in 2025, and should be applied on a prospective basis, with the option to apply retrospectively. Early adoption is permitted. We are currently evaluating the impact of the new standard, which is limited to financial statement disclosures.

In November 2023, the FASB issued ASU 2023-07, “Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.” The amendments in the ASU increase reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify circumstances in which an entity can disclose multiple segment measures of profit and loss, and provide new segment disclosure requirements for entities with a single reportable segment, among other disclosure requirements. This ASU is effective on a retrospective basis for annual periods beginning in 2024, and for interim periods beginning January 1, 2025. Early adoption is permitted. We are currently evaluating the impact of the new standard, which is limited to financial statement disclosures.

2. Segment Reporting

We are organized into two reportable segments: North American LTL, the largest component of our business, and European Transportation.

In our 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 an extensive base of customers within the consumer, trade and industrial markets. We offer dedicated truckload, LTL, truck brokerage, managed transportation, last mile, freight forwarding, warehousing 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 provision (benefit), depreciation and amortization expense, transaction and integration costs, restructuring costs and other adjustments. Segment Adjusted EBITDA includes an allocation of corporate costs.

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Selected financial data for our segments is as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenue				
North American LTL	\$ 1,272	\$ 1,136	\$ 2,493	\$ 2,256
European Transportation	808	781	1,605	1,568
Total	\$ 2,079	\$ 1,917	\$ 4,097	\$ 3,824
Adjusted EBITDA				
North American LTL	\$ 297	\$ 208	\$ 551	\$ 390
European Transportation	49	46	87	83
Corporate	(3)	(10)	(8)	(19)
Total Adjusted EBITDA	343	244	631	454
Less:				
Debt extinguishment loss	—	23	—	23
Interest expense	56	43	114	85
Income tax provision (benefit)	(3)	13	20	17
Depreciation and amortization expense	122	107	239	208
Transaction and integration costs ⁽¹⁾	12	17	26	39
Restructuring costs ⁽²⁾	6	10	14	34
Income from continuing operations	\$ 150	\$ 31	\$ 217	\$ 48
Depreciation and amortization expense				
North American LTL	\$ 86	71	\$ 168	\$ 139
European Transportation	35	33	70	65
Corporate	1	3	2	4
Total	\$ 122	\$ 107	\$ 239	\$ 208

(1) Transaction and integration costs for the periods ended June 30, 2024 and June 30, 2023 are primarily comprised of stock-based compensation for certain employees related to strategic initiatives, while the 2023 periods also include retention awards for certain employees related to strategic initiatives. Transaction and integration costs for the three months ended June 30, 2024 and 2023 include \$1 million and \$0 million, respectively, related to our European Transportation segment, and \$11 million and \$17 million, respectively, related to Corporate. Transaction and integration costs for the six months ended June 30, 2024 and 2023 include \$1 million and \$0 million, respectively, related to our North American LTL segment, \$1 million and \$1 million, respectively, related to our European Transportation segment, and \$24 million and \$38 million, respectively, related to Corporate.

(2) Restructuring costs for the three months ended June 30, 2024 and 2023 include \$1 million and \$4 million, respectively, related to our North American LTL segment, \$3 million and \$1 million, respectively, related to our European Transportation segment, and \$1 million and \$5 million, respectively, related to Corporate. Restructuring costs for the six months ended June 30, 2024 and 2023 include \$2 million and \$10 million, respectively, related to our North American LTL segment, \$11 million and \$8 million, respectively, related to our European Transportation segment, and \$1 million and \$16 million, respectively, related to Corporate. See Note 4— Restructuring Charges for further information on our restructuring actions.

3. Revenue Recognition

Disaggregation of Revenues

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

<i>(In millions)</i>	Three Months Ended June 30, 2024		
	North American LTL	European Transportation	Total
Revenue			
United States	\$ 1,244	\$ —	\$ 1,244
North America (excluding United States)	28	—	28
France	—	331	331
United Kingdom	—	254	254
Europe (excluding France and United Kingdom)	—	222	222
Total	\$ 1,272	\$ 808	\$ 2,079

<i>(In millions)</i>	Three Months Ended June 30, 2023		
	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

<i>(In millions)</i>	Six Months Ended June 30, 2024		
	North American LTL	European Transportation	Total
Revenue			
United States	\$ 2,438	\$ —	\$ 2,438
North America (excluding United States)	55	—	55
France	—	664	664
United Kingdom	—	497	497
Europe (excluding France and United Kingdom)	—	443	443
Total	\$ 2,493	\$ 1,605	\$ 4,097

<i>(In millions)</i>	Six Months Ended June 30, 2023		
	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

4. Restructuring Charges

We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure. 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:

<i>(In millions)</i>	Reserve Balance as of December 31, 2023	Six Months Ended June 30, 2024			Reserve Balance as of June 30, 2024
		Charges Incurred	Payments	Foreign Exchange and Other	
Severance					
North American LTL	\$ 2	\$ —	\$ (2)	\$ 1	\$ 2
European Transportation	1	10	(8)	—	2
Corporate	8	1	(6)	(1)	3
Total	<u>\$ 11</u>	<u>\$ 11</u>	<u>\$ (16)</u>	<u>\$ —</u>	<u>\$ 7</u>

In addition to the severance charges noted in the table above, we recorded non-cash charges in our North American LTL and European Transportation segments of \$2 million and \$1 million, respectively, during the first six months of 2024.

We expect that the majority of the cash outlays related to the severance charges incurred in the first six months of 2024 will be completed within 12 months.

5. 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:

<i>(In millions)</i>	Notional Amount	June 30, 2024		Derivative Liabilities	
		Derivative Assets		Balance Sheet Caption	Fair Value
		Balance Sheet Caption	Fair Value		Fair Value
Derivatives designated as hedges					
Cross-currency swap agreements	\$ 249	Other current assets	\$ —	Other current liabilities	\$ (7)
Cross-currency swap agreements	403	Other long-term assets	—	Other long-term liabilities	(8)
Interest rate swaps	550	Other current assets	1	Other current liabilities	—
Total			<u>\$ 1</u>		<u>\$ (15)</u>

		December 31, 2023			
(In millions)	Notional Amount	Derivative Assets		Derivative Liabilities	
		Balance Sheet Caption	Fair Value	Balance Sheet Caption	Fair Value
Derivatives designated as hedges					
Cross-currency swap agreements	\$ 652	Other current assets	\$ —	Other current liabilities	\$ (34)
Interest rate swaps	350	Other current assets	—	Other current liabilities	(2)
Interest rate swaps	200	Other long-term assets	—	Other long-term liabilities	—
Total			\$ —		\$ (36)

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:

(In millions)	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,					
	2024	2023	2024	2023	2024	2023
Derivatives designated as cash flow hedges						
Interest rate swaps	\$ —	\$ 1	\$ —	\$ 1	\$ —	\$ —
Derivatives designated as net investment hedges						
Cross-currency swap agreements	5	(3)	—	—	2	2
Total	\$ 5	\$ (2)	\$ —	\$ 1	\$ 2	\$ 2

(In millions)	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,					
	2024	2023	2024	2023	2024	2023
Derivatives designated as cash flow hedges						
Interest rate swaps	\$ 2	\$ 2	\$ 1	\$ 1	\$ —	\$ —
Derivatives designated as net investment hedges						
Cross-currency swap agreements	18	(13)	—	—	5	4
Total	\$ 21	\$ (11)	\$ 1	\$ 1	\$ 5	\$ 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 2027.

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.

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 “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 swaps mature on various dates in 2024 and 2025.

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.

6. Debt

<i>(In millions)</i>	June 30, 2024		December 31, 2023	
	Principal Balance	Carrying Value	Principal Balance	Carrying Value
Term loan facility	\$ 1,100	\$ 1,088	\$ 1,100	\$ 1,087
6.25% senior secured notes due 2028	830	822	830	822
7.125% senior notes due 2031	450	445	450	445
7.125% senior notes due 2032	585	576	585	575
6.70% senior debentures due 2034	300	223	300	221
Finance leases, asset financing and other	240	240	254	254
Total debt	3,505	3,394	3,519	3,404
Short-term borrowings and current maturities of long-term debt	64	64	69	69
Long-term debt	\$ 3,441	\$ 3,330	\$ 3,450	\$ 3,335

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

<i>(In millions)</i>	Fair Value	Level 1	Level 2
June 30, 2024	\$ 3,546	\$ 2,214	\$ 1,333
December 31, 2023	3,583	2,235	1,348

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, 2024, our borrowing base was \$587 million and our availability under our Second Amended and Restated Revolving Credit Agreement, as amended (the “ABL Facility”) was \$586 million after considering outstanding letters of credit of less than \$1 million. As of June 30, 2024, we were in compliance with the ABL Facility’s financial covenants.

Letters of Credit Facility

As of June 30, 2024, we had issued \$137 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 the second quarter of 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 in May 2028.

In the same period, we used net proceeds from the New Term Loan Facility, the Senior Secured Notes due 2028 (as defined below) and the Senior Notes due 2031 (as defined 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 2023 due to this repayment.

In the fourth quarter of 2023, we entered into an incremental amendment to the Term Loan Credit Agreement to obtain \$400 million of incremental term loans (the “Incremental Term Loans”). The Incremental Term Loans are a new tranche of loans under the Term Loan Credit Agreement and will mature in February 2031.

The applicable interest rate for the two tranches of the term loan facility approximated 7.34% as of June 30, 2024.

Senior Notes Due 2028 and 2031

In the second quarter of 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”). The Senior Secured Notes due 2028 mature in June 2028 and bear interest at a rate of 6.25% per annum. The Senior Notes due 2031 mature in June 2031 and bear interest at a rate of 7.125% per annum. Interest is payable semi-annually in cash in arrears and commenced December 1, 2023. These notes were issued at par and were used to repay our Existing Term Loan Facility as described above.

7. Income Taxes

During the second quarter of 2024, the Company executed a legal entity reorganization in our European Transportation business that resulted in a one-time tax benefit of \$41 million in the second quarter of 2024.

8. Earnings (Loss) per Share

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

<i>(In millions, except per share data)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income from continuing operations	\$ 150	\$ 31	\$ 217	\$ 48
Net income (loss) from discontinued operations	—	2	—	(1)
Net income	<u>\$ 150</u>	<u>\$ 33</u>	<u>\$ 217</u>	<u>\$ 47</u>
Basic weighted-average common shares	116	116	116	116
Dilutive effect of stock-based awards	4	2	4	1
Diluted weighted-average common shares	120	118	120	117
Basic earnings from continuing operations per share	\$ 1.29	\$ 0.27	\$ 1.87	\$ 0.42
Basic earnings (loss) from discontinued operations per share	—	0.01	—	(0.01)
Basic earnings per share	<u>\$ 1.29</u>	<u>\$ 0.28</u>	<u>\$ 1.87</u>	<u>\$ 0.41</u>
Diluted earnings from continuing operations per share	\$ 1.25	\$ 0.27	\$ 1.81	\$ 0.41
Diluted earnings (loss) from discontinued operations per share	—	0.01	—	(0.01)
Diluted earnings per share	<u>\$ 1.25</u>	<u>\$ 0.28</u>	<u>\$ 1.81</u>	<u>\$ 0.40</u>

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, as appropriate, accruals for loss contingencies at least 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. In June 2023, the trial court 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 fall of 2024, and the trial on allocation of defense costs among the applicable insurance policies is to take place in early 2025. We have accrued an immaterial amount for the potential exposure associated with ultimate allocation to the relevant policies; however, 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.

California Environmental Matters

In August 2022, the Company received a letter from the San Bernardino County District Attorney’s Office (the “County”), 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. Following meetings between the Company and County attorneys and the Los Angeles City Attorney and an assessment of the allegations and the underlying facts, the Company engaged in negotiations with the County and Los Angeles City Attorneys to address settlement of the alleged violations. The Company previously accrued for this matter, and it was resolved for \$7.9 million in April 2024.

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 on Form 10-Q 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, 2023 (the "2023 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, 2024, we had approximately 38,000 employees and 615 locations in 17 countries serving approximately 53,000 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.

Within the tables presented, certain amounts may not add due to the use of rounded numbers. Unless otherwise indicated, percentages presented are calculated from the underlying numbers in millions.

North American LTL Segment

LTL in North America is a bedrock industry providing a critical service to the economy, with favorable pricing dynamics and an established competitive landscape. XPO is one of the largest LTL networks in North America, with approximately 9% share of the U.S. market, estimated to be \$52 billion as of December 31, 2023.

We provide approximately 34,000 shippers in North America 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. 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, 2024, our customer-focused organization

of truck drivers, service center teams and sales professionals worked together to move approximately 18 billion pounds of freight through our network to its destinations.

Importantly, our LTL business historically has generated a high return on invested capital and robust free cash flow. This supports our ongoing investments in our people, network capacity and proprietary technology. We manage 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 expansion of our service center footprint in strategic markets with long-term demand. Since implementing our LTL 2.0 growth plan in the fourth quarter of 2021, we have added over 4,300 tractors and 13,600 trailers.

In 2023, we produced over 6,400 trailers at our in-house trailer manufacturing facility, surpassing our goal of more than 6,000 trailers, and for the six months ended June 30, 2024, we produced over 2,600 trailers. Our in-house trailer manufacturing is an example of a self-reliant capability that is competitively advantageous to us, particularly when industry conditions make it difficult to source equipment.

In December 2023, we completed the acquisition of 28 service centers previously operated by Yellow Corporation (the “Yellow Asset Acquisition”), representing approximately 2,900 doors. We expect the net increase in doors to be approximately two-thirds of the gross number purchased as we look for opportunities to rationalize our existing footprint. This strategic acquisition of assets aligns with our commitment to invest in expanding our LTL network capacity.

As a leading provider of freight transportation services, our business can be impacted to varying degrees by factors beyond our control. In 2024, the overall freight environment continues to be recessionary, in large part due to underlying trends in supply and demand. Despite this, we continue to perform well and see growth potential ahead as we continue to expand our business by investing in capacity for the long-term, gaining profitable market share and aligning price with the value we provide to customers.

Specific to our technology, we believe that we have a large opportunity to drive further growth and profitability in our LTL network through innovation. For more information, see “Technology” 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 an extensive base of customers within the consumer, trade and industrial markets, including many sector leaders that have long-tenured relationships with us.

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

Technology

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, 2024, we moved approximately 18 billion pounds of freight 823 million miles, including moving linehaul freight an average of 2.7 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 real-time visualization tools to reduce costs with pickups and deliveries and developed a robust pricing platform for contractual account management and automated, dynamic pricing for local accounts.

Consolidated Summary Financial Table

<i>(Dollars in millions)</i>	Three Months Ended June 30,		Percent of Revenue		Change	Six Months Ended June 30,		Percent of Revenue		Change
	2024	2023	2024	2023	2024 vs. 2023	2024	2023	2024	2023	2024 vs. 2023
Revenue	\$ 2,079	\$ 1,917	100.0 %	100.0 %	8.5 %	\$ 4,097	\$ 3,824	100.0 %	100.0 %	7.1 %
Salaries, wages and employee benefits	854	783	41.1 %	40.8 %	9.1 %	1,688	1,545	41.2 %	40.4 %	9.3 %
Purchased transportation	436	444	21.0 %	23.2 %	(1.8)%	874	901	21.3 %	23.6 %	(3.0)%
Fuel, operating expenses and supplies	402	390	19.3 %	20.3 %	3.1 %	814	817	19.9 %	21.4 %	(0.4)%
Operating taxes and licenses	21	15	1.0 %	0.8 %	40.0 %	40	30	1.0 %	0.8 %	33.3 %
Insurance and claims	33	46	1.6 %	2.4 %	(28.3)%	71	90	1.7 %	2.4 %	(21.1)%
Gains on sales of property and equipment	(4)	(2)	(0.2)%	(0.1)%	100.0 %	(5)	(5)	(0.1)%	(0.1)%	— %
Depreciation and amortization expense	122	107	5.9 %	5.6 %	14.0 %	239	208	5.8 %	5.4 %	14.9 %
Transaction and integration costs	12	17	0.6 %	0.9 %	(29.4)%	26	39	0.6 %	1.0 %	(33.3)%
Restructuring costs	6	10	0.3 %	0.5 %	(40.0)%	14	34	0.3 %	0.9 %	(58.8)%
Operating income	197	107	9.5 %	5.6 %	84.1 %	335	165	8.2 %	4.3 %	103.0 %
Other income	(6)	(3)	(0.3)%	(0.2)%	100.0 %	(16)	(8)	(0.4)%	(0.2)%	100.0 %
Debt extinguishment loss	—	23	— %	1.2 %	(100.0)%	—	23	— %	0.6 %	(100.0)%
Interest expense	56	43	2.7 %	2.2 %	30.2 %	114	85	2.8 %	2.2 %	34.1 %
Income from continuing operations before income tax provision	147	44	7.1 %	2.3 %	234.1 %	237	65	5.8 %	1.7 %	264.6 %
Income tax provision (benefit)	(3)	13	(0.1)%	0.7 %	NM	20	17	0.5 %	0.4 %	17.6 %
Income from continuing operations	150	31	7.2 %	1.6 %	383.9 %	217	48	5.3 %	1.3 %	352.1 %
Income (loss) from discontinued operations, net of taxes	—	2	— %	0.1 %	(100.0)%	—	(1)	— %	— %	(100.0)%
Net income	\$ 150	\$ 33	7.2 %	1.7 %	354.5 %	\$ 217	\$ 47	5.3 %	1.2 %	361.7 %

NM - Not meaningful.

Three and Six Months Ended June 30, 2024 Compared with Three and Six Months Ended June 30, 2023

Our consolidated revenue for the second quarter of 2024 increased 8.5% to \$2.1 billion, compared with the same quarter in 2023. Our consolidated revenue for the first six months of 2024 increased 7.1% to \$4.1 billion, compared with the same period in 2023. The increase in both periods primarily reflects growth in our North American LTL segment and, to a lesser extent, growth in our European Transportation segment. Foreign currency movement did not impact revenue in the second quarter of 2024 and increased revenue by approximately 0.5 percentage points in the first six months of 2024.

Salaries, wages and employee benefits includes compensation-related costs for our employees, including salaries, wages, incentive compensation, 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 2024 was \$854 million, or 41.1% of revenue, compared with \$783 million, or 40.8% of revenue, for the same quarter in 2023. Salaries, wages and employee benefits for the first six months of 2024 was \$1.7 billion, or 41.2% of revenue, compared with \$1.5 billion, or 40.4% of revenue, for the same period in 2023. The year-over-year increase as a percentage of revenue in both periods primarily reflects the impact of inflation on our cost base, the insourcing of a greater proportion of linehaul from third-party transportation providers, and higher incentive compensation related to our operating performance. The increase in salaries, wages and employee benefits also reflects higher volumes in both of our segments.

Purchased transportation includes costs of procuring third-party freight transportation. Purchased transportation for the second quarter of 2024 was \$436 million, or 21.0% of revenue, compared with \$444 million, or 23.2% of revenue, for the same quarter in 2023. Purchased transportation for the first six months of 2024 was \$874 million, or 21.3% of revenue, compared with \$901 million, or 23.6% of revenue, for the same period in 2023. The year-over-year decrease as a percentage of revenue in both periods primarily reflects the insourcing of a greater proportion of linehaul from third-party transportation providers and, to a lesser extent, lower rates paid to third-party providers for purchased transportation miles in our North American LTL segment.

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 2024 was \$402 million, or 19.3% of revenue, compared with \$390 million, or 20.3% of revenue, for the same quarter in 2023. Fuel, operating expenses and supplies for the first six months of 2024 was \$814 million, or 19.9% of revenue, compared with \$817 million, or 21.4% of revenue, for the same period in 2023. The year-over-year decrease as a percentage of revenue in both periods primarily reflects lower fuel costs, maintenance costs and bad debt expense as a percentage of revenue.

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 2024 was \$21 million, compared with \$15 million for the same quarter in 2023. Operating taxes and licenses for the first six months of 2024 was \$40 million, compared with \$30 million for the same period in 2023. The year-over-year increase in both periods primarily reflects property taxes on newly acquired service centers and lower tax incentives in Illinois.

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 2024 was \$33 million, compared with \$46 million for the same quarter in 2023. Insurance and claims for the first six months of 2024 was \$71 million, compared with \$90 million for the same period in 2023. The year-over-year decrease in both periods reflects lower expense due to improved damage frequency.

Gains on sales of property and equipment for the second quarter of 2024 was \$4 million, compared with \$2 million for the same quarter in 2023. Gains on sales of property and equipment for both the first six months of 2024 and 2023 was \$5 million. The increase in the second quarter of 2024 is consistent with our lifecycle management approach for fleet in Europe.

Depreciation and amortization expense for the second quarter of 2024 was \$122 million, compared with \$107 million for the same quarter in 2023. Depreciation and amortization expense for the first six months of 2024 was \$239 million, compared with \$208 million for the same period in 2023. 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 2024 were \$12 million, compared with \$17 million for the same quarter in 2023. Transaction and integration costs for the first six months of 2024 were \$26 million, compared with \$39 million for the same period in 2023. Transaction and integration costs for both periods of 2024 and 2023 are primarily comprised of stock-based compensation for certain employees related to strategic initiatives, while the 2023 periods also include retention awards for certain employees. We expect stock-based compensation costs related to our previously announced strategic initiatives to conclude in 2024.

Restructuring costs for the second quarter of 2024 were \$6 million, compared with \$10 million for the same quarter in 2023. Restructuring costs for the first six months of 2024 were \$14 million, compared with \$34 million for the same period in 2023. We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure. For more information, see Note 4—Restructuring Charges to our Condensed Consolidated Financial Statements.

Other income for the second quarter of 2024 was \$6 million, compared with \$3 million for the same quarter in 2023. Other income for the first six months of 2024 was \$16 million, compared with \$8 million for the same period in 2023. The year-over-year increase in both periods primarily reflects an increase in net periodic pension income, as well as \$3 million in investment income in the first six months of 2024.

Debt extinguishment loss was \$23 million for the second quarter and first six months of 2023, which related to the refinancing of our Term Loan Facility in the second quarter of 2023. There was no debt extinguishment loss for the second quarter and first six months of 2024.

Interest expense increased to \$56 million for the second quarter of 2024, compared with \$43 million for the same quarter in 2023. Interest expense increased to \$114 million for the first six months of 2024, compared with \$85 million for the same period in 2023. The increase in both periods is primarily due to the debt issuance in the fourth quarter of 2023 to finance the Yellow Asset Acquisition and higher prevailing interest rates in 2024.

Our effective income tax rates were (2.0)% and 28.8% for the second quarter of 2024 and 2023, respectively, and 8.3% and 25.4% for the first six months of 2024 and 2023, respectively. The effective income tax rates for the second quarter and six-month periods of 2024 and 2023 were based on forecasted full-year effective income tax rates, adjusted for discrete items that occurred within the periods presented. The year-over-year decrease in our effective income tax rates in both periods was primarily driven by a one-time tax benefit of \$41 million associated with a legal entity reorganization in our European Transportation business that occurred in the second quarter of 2024 and a reduced impact from forecasted non-deductible executive compensation expense as a result of higher pre-tax income in 2024 compared to the same periods in 2023, partially offset by the impact of losses for which no tax benefit can be recognized.

We expect the legal entity reorganization to generate a net refund of approximately \$45 million, primarily in 2025.

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 provision (benefit), depreciation and amortization expense, transaction and integration costs, restructuring costs and other adjustments. Segment Adjusted EBITDA includes an allocation of corporate costs. See Note 2—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,		Percent of Revenue		Change	Six Months Ended June 30,		Percent of Revenue		Change
	2024	2023	2024	2023	2024 vs. 2023	2024	2023	2024	2023	2024 vs. 2023
	Revenue	\$ 1,272	\$ 1,136	100.0 %	100.0 %	12.0 %	\$ 2,493	\$ 2,256	100.0 %	100.0 %
Adjusted EBITDA ⁽¹⁾	297	208	23.3 %	18.3 %	42.8 %	551	390	22.1 %	17.3 %	41.3 %
Depreciation and amortization	86	71	6.8 %	6.3 %	21.1 %	168	139	6.7 %	6.2 %	20.9 %

(1) Percent of Revenue is calculated using the underlying unrounded amounts.

Revenue in our North American LTL segment increased 12.0% to \$1.3 billion for the second quarter of 2024, compared with \$1.1 billion for the same quarter in 2023. Revenue increased 10.5% to \$2.5 billion for the first six months of 2024, compared with \$2.3 billion for the same period in 2023. Revenue included fuel surcharge revenue of \$208 million and \$196 million, respectively, for the second quarters of 2024 and 2023, and \$418 million and \$413 million, respectively, for the first six months of 2024 and 2023.

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,			Six Months Ended June 30,		
	2024	2023	Change %	2024	2023	Change %
Pounds per day (thousands)	72,658	70,290	3.4 %	71,687	69,587	3.0 %
Shipments per day	53,519	51,220	4.5 %	52,460	50,159	4.6 %
Average weight per shipment (in pounds)	1,358	1,372	(1.1)%	1,367	1,387	(1.5)%
Gross revenue per hundredweight, excluding fuel surcharges	\$ 23.56	\$ 21.63	9.0 %	\$ 23.35	\$ 21.34	9.4 %

Percentages presented are calculated using the underlying unrounded amounts.

The year-over-year increase in revenue, excluding fuel surcharge revenue, for both the second quarter and first six months of 2024 reflects higher gross revenue per hundredweight and volume, primarily related to our improvements in service quality. The increase in yield for both the second quarter and first six months 2024 reflects the benefit of numerous pricing initiatives. The increase in volume per day for both the second quarter and first six months of 2024 reflects higher shipments per day, partially offset by lower average weight per shipment.

Adjusted EBITDA was \$297 million, or 23.3% of revenue, for the second quarter of 2024, compared with \$208 million, or 18.3% of revenue, for the same quarter in 2023. Adjusted EBITDA was \$551 million, or 22.1% of revenue, for the first six months of 2024, compared with \$390 million, or 17.3% of revenue, for the same period in 2023. The increase in Adjusted EBITDA as a percentage of revenue in both the second quarter and first six months of 2024 reflects lower purchased transportation, damage claims, fuel costs, maintenance costs and bad debt expense as a percentage of revenue.

Depreciation and amortization expense increased to \$86 million in the second quarter of 2024 compared with \$71 million for the same quarter in 2023. Depreciation and amortization expense increased to \$168 million in the first six months of 2024 compared with \$139 million for the same period in 2023. The increase in both the second quarter and first six months of 2024 was due to the impact of capital investments, in particular tractors and trailers.

European Transportation Segment

<i>(Dollars in millions)</i>	Three Months Ended June 30,		Percent of Revenue		Change	Six Months Ended June 30,		Percent of Revenue		Change
	2024	2023	2024	2023	2024 vs. 2023	2024	2023	2024	2023	2024 vs. 2023
Revenue	\$ 808	\$ 781	100.0 %	100.0 %	3.5 %	\$ 1,605	\$ 1,568	100.0 %	100.0 %	2.4 %
Adjusted EBITDA ⁽¹⁾	49	46	6.1 %	6.0 %	6.5 %	87	83	5.4 %	5.3 %	4.8 %
Depreciation and amortization	35	33	4.3 %	4.2 %	6.1 %	70	65	4.4 %	4.1 %	7.7 %

(1) Percent of Revenue is calculated using the underlying unrounded amounts.

Revenue in our European Transportation segment increased 3.5% to \$808 million for the second quarter of 2024, compared with \$781 million for the same quarter in 2023. Revenue increased 2.4% to \$1.61 billion for the first six months of 2024, compared with \$1.57 billion for the same period in 2023. Foreign currency movement did not impact revenue in the second quarter of 2024 and increased revenue by approximately 1.2 percentage points in the first six months of 2024. The increase in revenue during both periods in 2024, compared to the same periods in 2023, after taking into effect the impact of foreign currency movement, primarily reflects higher yield and volume.

Adjusted EBITDA was \$49 million, or 6.1% of revenue, for the second quarter of 2024, compared with \$46 million, or 6.0% of revenue, for the same quarter in 2023. Adjusted EBITDA was \$87 million, or 5.4% of revenue, for the first six months of 2024, compared with \$83 million, or 5.3% of revenue, for the same period in 2023. The change in Adjusted EBITDA as a percentage of revenue in both the second quarter and the first six months of 2024 primarily reflects lower fuel costs offset by higher salaries, wages and employee benefits as a percentage of revenue.

Liquidity and Capital Resources

Our cash and cash equivalents balance was \$250 million as of June 30, 2024, compared to \$412 million as of December 31, 2023. 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”); and (iii) proceeds from the issuance of other debt. As of June 30, 2024, we have \$586 million available to draw under our ABL Facility, based on a borrowing base of \$587 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 \$137 million in aggregate face amount of letters of credit as of June 30, 2024.

As of June 30, 2024, we had approximately \$836 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 \$214 million as of June 30, 2024). As of June 30, 2024, €6 million (approximately \$6 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 the second quarter of 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 in May 2028.

In the same period, we used net proceeds from the New Term Loan Facility, the Senior Secured Notes due 2028 (as defined below) and the Senior Notes due 2031 (as defined 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 2023 due to this repayment.

In the fourth quarter of 2023, we entered into an incremental amendment to the Term Loan Credit Agreement to obtain \$400 million of incremental term loans (the “Incremental Term Loans”). The Incremental Term Loans are a new tranche of loans under the Term Loan Credit Agreement and will mature in February 2031.

The applicable interest rate for the two tranches of the term loan facility approximated 7.34% as of June 30, 2024.

Senior Notes Due 2028 and 2031

In the second quarter of 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”). The Senior Secured Notes due 2028 mature in June 2028 and bear interest at a rate of 6.25% per annum. The Senior Notes due 2031 mature in June 2031 and bear interest at a rate of 7.125% per annum. Interest is payable semi-annually in cash in arrears and commenced December 1, 2023. These notes were issued at par and were used to repay our Existing Term Loan Facility as described above.

Loan Covenants and Compliance

As of June 30, 2024, 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

<i>(In millions)</i>	Six Months Ended June 30,	
	2024	2023
Net cash provided by operating activities from continuing operations	\$ 355	\$ 207
Net cash used in investing activities from continuing operations	(483)	(342)
Net cash used in financing activities from continuing operations	(35)	(36)

During the six months ended June 30, 2024, we generated cash from operating activities from continuing operations of \$355 million. We used cash during the period primarily to: (i) purchase property and equipment of \$496 million; (ii) make payments on debt and finance leases of \$39 million; and (iii) make payments of \$17 million related to tax withholding obligations in connection with the vesting of restricted shares.

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.

Cash flows from operating activities from continuing operations for the six months ended June 30, 2024 increased by \$148 million, compared with the same period in 2023. The increase primarily reflects: (i) higher income from continuing operations of \$169 million; (ii) higher non-cash depreciation and amortization of \$31 million, that is added back in the determination of operating cash flows and (iii) higher non-cash deferred tax expense of \$31 million, that is also added back in the determination of operating cash flows. These items were partially offset by the impact of operating assets and liabilities utilizing \$175 million of cash in the first six months of 2024, compared with utilizing \$125 million during the same period in 2023.

Investing activities from continuing operations used \$483 million of cash in the six months ended June 30, 2024 and \$342 million of cash in the six months ended June 30, 2023. During the six months ended June 30, 2024, we used \$496 million to purchase property and equipment, as compared to a \$355 million usage of cash in the same period in 2023. The increase reflects our continued investment to support our long-term growth targets.

Financing activities from continuing operations used \$35 million of cash in the six months ended June 30, 2024 and \$36 million of cash in the six months ended June 30, 2023. The primary use of cash from financing activities during the first six months of 2024 was \$39 million used to repay borrowings, primarily related to finance lease obligations, and \$17 million to make payments for tax withholdings on restricted shares. The primary uses of cash from financing activities during the first six months of 2023 was \$2.0 billion used to repay our Existing Term Loan Facility. The primary source of cash from financing activities during the first six months of 2024 was \$27 million of proceeds from bank overdrafts. 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.

There were no material changes to our December 31, 2023 contractual obligations during the six months ended June 30, 2024. We anticipate full year gross capital expenditures to be between \$700 million and \$800 million in 2024, funded by cash on hand, cash generated from operations and available liquidity. This includes capital expenditures to integrate the service centers acquired in the Yellow Asset Acquisition into our network.

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. There have been no material changes to our quantitative and qualitative disclosures about market risk during the six months ended June 30, 2024, as compared with the quantitative and qualitative disclosures about market risk described in our 2023 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, 2024. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2024, 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, 2024 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, 2023 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, 2023.

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
10.1	Amendment No. 8 to Second Amended and Restated Revolving Loan Credit Agreement, dated July 22, 2024, by and among the registrant and certain subsidiaries signatory thereto, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as agent.
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, 2024.
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, 2024.
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, 2024.
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, 2024.
101.INS *	<i>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.</i>
101.SCH *	<i>XBRL Taxonomy Extension Schema.</i>
101.CAL *	<i>XBRL Taxonomy Extension Calculation Linkbase.</i>
101.DEF *	<i>XBRL Taxonomy Extension Definition Linkbase.</i>
101.LAB *	<i>XBRL Taxonomy Extension Label Linkbase.</i>
101.PRE *	<i>XBRL Taxonomy Extension Presentation Linkbase.</i>
104 *	<i>Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).</i>

* Filed herewith.

** Furnished herewith.

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/ Kyle Wismans
Kyle Wismans
Chief Financial Officer
(Principal Financial Officer)

Date: August 1, 2024

AMENDMENT NO. 8 TO
SECOND AMENDED AND RESTATED REVOLVING LOAN CREDIT AGREEMENT

July 22, 2024

Amendment No. 8 to the Second Amended and Restated Revolving Loan Credit Agreement, dated as of October 30, 2015 (this "Amendment"), by and among XPO, INC. (f/k/a XPO Logistics, Inc.), a Delaware corporation ("Parent Borrower"), certain of Parent Borrower's Subsidiaries from time to time signatory thereto, as borrowers (collectively with Parent Borrower, the "Borrowers" and each, individually, as a "Borrower"), the L/C Issuers party hereto, the Lenders party hereto, MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as agent (in such capacity and together with any successors and assigns in such capacity, the "Agent"), MORGAN STANLEY SENIOR FUNDING, INC. and CITIBANK, N.A., as co-collateral agents (in such capacity and together with any successors and assigns in such capacity, the "Co-Collateral Agents") and other parties from time to time party thereto (as amended, restated, modified and supplemented prior to the date hereof, the "Credit Agreement"; the Credit Agreement, as amended by this Amendment, the "Amended Credit Agreement"); capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, certain Loans under the Credit Agreement denominated in Canadian Dollars bear or are permitted to bear interest, fees or other amounts based on the BA Rate under and in accordance with the terms of the Credit Agreement;

WHEREAS, pursuant to Section 2.15(a) of the Credit Agreement, Agent has determined the Scheduled Unavailability Date for the CDOR Screen Rate occurred on June 28, 2024;

WHEREAS, pursuant to Section 2.15(a) of the Credit Agreement, Agent and Parent Borrower desire to enter into a CDOR Successor Amendment to replace the BA Rate with Term CORRA as the CDOR Successor Rate (and to make related CDOR Successor Rate Conforming Changes); and

WHEREAS, pursuant to Section 2.15(a) of the Credit Agreement, Agent posted a draft of this Amendment to all Lenders and Parent Borrower on July 16, 2024 (the "Posting Date") and Agent has not, within five Business Days of the Posting Date, received written notice from the Lenders comprising the Requisite Lenders that such Requisite Lenders do not accept this Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Amendment. Effective as of the Amendment No. 8 Effective Date (as defined below), the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the underlined text (indicated in the same manner as the following example: underlined text) as set forth in the changed pages of the Credit Agreement attached as Exhibit A hereto. The posting of the draft of this Amendment on the Posting Date shall constitute the required notice relating to the occurrence of the Scheduled Unavailability Date with respect to the BA Rate.

Section 2. **[Reserved].**

Section 3. **Representations and Warranties.** Each Credit Party hereby represents and warrants that as of the Amendment No. 8 Effective Date, after giving effect to this Amendment, (i) the execution, delivery and performance by each Credit Party of this Amendment: (a) are within such Person's power; (b) have been duly authorized by all necessary corporate, limited liability company or limited partnership action; (c) do not contravene any provision of such Person's charter, bylaws or partnership or operating agreements or other organizational documents, as applicable; (d) do not violate any material provision of any law or regulation, or any material provision of any order or decree of any court or Governmental Authority; (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate or permit the acceleration of any performance required by, any material indenture, mortgage, deed of trust, lease, loan agreement or other material instrument to which such Person is a party or by which such Person or any of its property is bound; (f) do not result in the creation or imposition of any Lien upon any of the property or assets of such Person other than (x) those in favor of Agent, on behalf of itself and Lenders, pursuant to the Loan Documents and (y) the filings referred to in Section 4.21 of the Credit Agreement; and (g) do not require the consent or approval of any Governmental Authority or any other Person, other than those which will have been duly obtained, made or complied with prior to the Amendment No. 8 Effective Date and (ii) the Amendment has been duly executed and delivered by each Credit Party that is a party thereto and, the Amendment constitutes a legal, valid and binding obligation of such Credit Party enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 4. **Effectiveness.** This Amendment shall become effective on the date and at the time (such date, the "Amendment No. 8 Effective Date") that the following conditions have been satisfied:

(i) **Consents.** Agent shall have received executed signature pages hereto from Agent and the Credit Parties.

(ii) **Compliance with Section 2.15(a) Negative Consent Provisions.** Agent has not, within five Business Days of the Posting Date, received written notice from the Lenders comprising the Requisite Lenders that such Requisite Lenders do not accept this Amendment.

Section 5. **Existing BA Loans.** Notwithstanding anything to the contrary contained in this Amendment or the Amended Credit Agreement, each party hereto agrees that, as of the Amendment No. 8 Effective Date, any BA Loans outstanding on the Amendment No. 8 Effective Date immediately prior to giving effect to this Amendment shall continue to bear interest based upon the BA Rate until the expiration of the current Interest Period applicable to any such BA Loans at which time the applicable Borrower shall elect to repay any such BA Loans or convert any such BA Loans to Term CORRA Loans (as defined in the Amended Credit Agreement) in accordance with Section 2.5 of the Amended Credit Agreement; provided that, if no such election is made, any such BA Loans shall be converted to Term CORRA Loans with an Interest Period of one (1) month's duration at the end of such Interest Period.

Section 6. **[Reserved].**

Section 7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic (i.e., "pdf" or "tif") transmission shall be effective as delivery of a manually executed counterpart of this Amendment. Any signature to this Amendment may be delivered by electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

Section 8. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9. **Effect of Amendment.** Except as expressly set forth herein, (i) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the L/C Issuers, Agent, or Co-Collateral Agents in each case under the Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document. Except as expressly set forth herein, each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect and each Credit Party reaffirms its obligations under the Loan Documents to which it is party and the grant of its Liens on the Collateral made by it pursuant to the Collateral Documents. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein or as provided in the exhibits hereto, operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents, or constitute a waiver of any provision of any of the Loan Documents. This Amendment shall not extinguish the Obligations for the payment of money outstanding prior to the Amendment No. 8 Effective Date. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or as provided in the exhibits hereto. Except as expressly provided in the Credit Agreement, nothing implied in this Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Credit Parties from the Loan Documents. For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Canadian Security Agreements (as defined in the Credit Agreement) have been terminated and are no longer in effect. This Amendment shall constitute a Loan Document for purposes of the Amended Credit Agreement and from and after the Amendment No. 8 Effective Date, all references to the Credit Agreement in any Loan Document and all references in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, shall, unless expressly provided otherwise, refer to the Amended Credit Agreement. Each of the Credit Parties hereby consents to this Amendment and confirms that all obligations of such Credit Party under the Loan Documents to which such Credit Party is a party shall continue to apply to the Credit Agreement as amended hereby. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Credit Parties under the Loan Documents, in each case, as amended by this Amendment. Each Credit Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby, (ii) its guarantee of the Obligations under the Loan Documents and

(iii) its grant of Liens on the Collateral to secure the Obligations under the Loan Documents pursuant to the Loan Documents. This Amendment shall be binding on each party hereto and its successors and assigns.

Section 10. **Governing Law.**

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES.

(b) EACH PARTY HERETO HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE CREDIT PARTIES, AGENT AND LENDERS PERTAINING TO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS RELATED TO THIS AMENDMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO AGENT, CO-COLLATERAL AGENTS OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT AGENT, CO-COLLATERAL AGENTS, LENDERS AND THE CREDIT PARTIES ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; PROVIDED, FURTHER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT OR CO-COLLATERAL AGENTS FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. EACH CREDIT PARTY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH CREDIT PARTY HEREBY WAIVES ANY OBJECTION THAT SUCH CREDIT PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

(c) EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH CREDIT PARTY AT THE ADDRESS SET FORTH IN SECTION 12.10 OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH CREDIT PARTY'S ACTUAL RECEIPT THEREOF OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, PROPER POSTAGE PREPAID.

Section 11. **[Reserved].**

Section 12. **Entire Agreement.** This Amendment, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject

matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

Section 13. **WAIVER OF JURY TRIAL.** BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO KNOWINGLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS, L/C ISSUERS AND ANY CREDIT PARTY ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

Section 14. **Severability.** Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWERS:

XPO, INC.

By: /s/ Lorraine Sperling
Name: Lorraine Sperling
Title: Senior Vice President, Treasurer

XPO LOGISTICS FREIGHT CANADA INC.

By: /s/ Lorraine Sperling
Name: Lorraine Sperling
Title: Senior Vice President, Treasurer

[Signature Page to Amendment No. 8]

JHCI HOLDING USA, INC.
XPO CNW, INC.
XPO ENTERPRISE SERVICES, LLC
XPO LAND HOLDINGS, LLC
XPO LOGISTICS FREIGHT, INC.
XPO LTL HOLDINGS, LLC
XPO LTL PROPERTIES, LLC
XPO LTL SOLUTIONS, LLC
XPO MANUFACTURING HOLDINGS, LLC
XPO MANUFACTURING, LLC
XPO PROPERTIES, INC.

By: /s/ Lorraine Sperling
Name: Lorraine Sperling
Title: Senior Vice President, Treasurer

[Signature Page to Amendment No. 8]

AGENT:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: /s/ Jennifer DeFazio
Name: Jennifer DeFazio
Title: Authorized Signatory

EXHIBIT A

[See attached]

SECOND AMENDED AND RESTATED REVOLVING LOAN CREDIT AGREEMENT

as amended through February 6, 2023

by and among

**XPO, INC. (f/k/a XPO LOGISTICS, INC.) AND
CERTAIN SUBSIDIARIES OF XPO, INC.
NAMED HEREIN,
as Borrowers,**

**THE OTHER CREDIT PARTIES SIGNATORY HERETO,
as Credit Parties,**

**THE LENDERS SIGNATORY HERETO
FROM TIME TO TIME,
as Lenders,**

**CITIBANK, N.A.,
as Global Coordinator,**

**MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent,**

**MORGAN STANLEY SENIOR FUNDING, INC. AND CITIBANK, N.A.
as Co-Collateral Agents**

**CITIBANK, N.A.,
BANK OF AMERICA, N.A. AND
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as Joint Lead Arrangers and Joint Bookrunners**

**CITIBANK, N.A.,
BANK OF AMERICA, N.A.,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
BARCLAYS BANK PLC,
BNP PARIBAS,
GOLDMAN SACHS BANKS USA,
JPMORGAN CHASE BANK, N.A.,
MORGAN STANLEY BANK, N.A.,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO BANK, N.A. AND
THE BANK OF NOVA SCOTIA,
as Co-Syndication Agents**

Originally dated as of October 30, 2015

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All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Applicable Conditions” means (a) there is no Default or Event of Default existing immediately before or after such transaction, (b) (x) the 30 Day Availability immediately preceding the proposed transaction and (y) Availability on the date of the proposed transaction (in each case, calculated on a pro forma basis for such transaction and/or any Advance) is equal to or greater than the greater of (i) 10.0% of Available Credit and (ii) \$42,000,000 and (c) for transactions in an amount in excess of \$100,000,000, Parent Borrower shall have delivered a customary Officer’s Certificate to Agent certifying as to compliance with the requirements of clauses (a) and (b).

“Applicable Margin” means for any day with respect to any BA Term CORRA Loan, Term SOFR Loan or any Base Rate Loan, the applicable margin *per annum* set forth below under the caption “Term Rate Margin” or “Base Rate Margin,” as the case may be, based upon the Quarterly Average Availability Percentage as of the last day of the most recently ended Fiscal Quarter:

Quarterly Average Availability Percentage	Term Rate Margin (for Term SOFR Loans and <u>BA Term CORRA</u> Loans)	Base Rate Margin (for Base Rate Loans)
<i>Category 1</i> < 40%	1.50%	0.50%
<i>Category 2</i> ≥ 40%	1.25%	0.25%

(i) the Applicable Margin shall be calculated and established once each Fiscal Quarter, as of the last day of each such Fiscal Quarter and shall remain in effect until adjusted thereafter after the end of each such Fiscal Quarter, (ii) the Applicable Margin from the Amendment No. 3 Effective Date through and including the last day of the first Fiscal Quarter to end following the Amendment No. 3 Effective Date shall be the applicable percentage set forth in Category 2 above and shall be adjusted in accordance with the provisions hereof, (iii) thereafter, each adjustment of the Applicable Margin shall be effective as of the first day of a Fiscal Quarter based on the Quarterly Average Availability Percentage for the immediately preceding Fiscal Quarter, (iv) in the event that Borrowers fail to provide any Borrowing Base Certificate required hereunder with respect thereto for any period on the date required hereunder, effective as of the date on which such Borrowing Base Certificate was otherwise required, the Applicable Margin shall be deemed to be Category 1 above for all purposes until the date on which such required Borrowing Base Certificate is provided and (v) at any time after the occurrence and during the continuance of an Event of Default, upon notice from Agent to Parent Borrower the Applicable Margin shall be deemed to be Category 1 above.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the Borrowing Base Certificate delivered is

such period expressed as a percentage of the Available Credit for such day, divided by the number of days in such period.

“Average Unused Revolving Facility Balance” means, as of any date of determination, an amount equal to the sum of (a) the Commitments as of such date less (b) the sum of (i) the aggregate Dollar Equivalent of the Revolving Credit Advances outstanding on such day, plus (ii) Letter of Credit Obligations (other than Letter of Credit Obligations cash collateralized in accordance with the terms of the Loan Documents) outstanding as of such date, divided by the number of days in such period.

~~“BA Loan” means a Loan or any portion thereof bearing interest by reference to the BA Rate, with respect to Loans denominated in Canadian Dollars.~~

~~“BA Rate” means (i) the rate of interest per annum equal to the average rate applicable to bankers’ acceptances with a comparable face amount to the principal amount of the applicable Canadian Dollar Loans and having an identical or comparable term as the Interest Period of the proposed Canadian Dollar Loans, displayed and identified as such on the display referred to as the “CDOR Page” (or any display substituted therefor) of Refinitiv Benchmark Services (UK) Limited (or any successor thereto or Affiliate thereof) as at or about 10:00 A.M. (Toronto time) on the day that is the first day of such Interest Period (or, if such day is not a Business Day, as of 10:00 A.M. (Toronto time) on the immediately preceding Business Day) (the “CDOR Screen Rate”), or (ii) if such rates do not appear on the CDOR Page at such time and on such date, the rate for such date will be the annual discount rate (rounded upward to the nearest whole multiple of 1/100 of 1.0%) as of 10:00 A.M. (Toronto time) on such day at which Agent (or a bank that is listed on Schedule 1 of the Bank Act (Canada) acceptable to Agent) is then offering to purchase such bankers’ acceptances having such specified term (or a term as closely as possible comparable to such specified term). If at any time the BA Rate is less than 0.00%, it shall be deemed to be 0.00%.~~

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bank Products” means any one or more of the following types of services or facilities extended to the Credit Parties by a Person who at the time such services or facilities were extended was a Lender or Agent (or any Affiliate or branch of a Lender or Agent): (a) any treasury or other cash management services, including (i) deposit account, (ii) automated clearing house (ACH) origination and other funds transfer, (iii) depository (including cash vault

Exhibit 5.2, as such form, subject to the terms hereof, may from time to time be modified as agreed by Parent Borrower and Co-Collateral Agents.

“Borrowing Base Collateral” has the meaning specified in Section 2.18.

“Bridge Credit Agreement” means that certain Credit Agreement, dated as of December 24, 2018, by and among Parent Borrower, as Borrower, Citibank, N.A., as Agent and the other parties thereto.

“Business Day” means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York, and in reference to BA Term CORRA Loans means any such day that is also a FX Business Day. When used in connection with any Loan to a Canadian Borrower or any payment made in connection therewith, the term “Business Day” shall also exclude any day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the Province of Ontario.

“Business Plan” means Borrowers’ and their Subsidiaries’ forecasted consolidated: (a) balance sheets; (b) income statements; and (c) cash flow statements, in a format consistent with the historical Financial Statements of Borrowers and their Subsidiaries, together with appropriate supporting details and a statement of underlying assumptions.

“Canadian Availability” means, as of any date of determination, the amount (if any) by which (a) Canadian Available Credit, exceeds (b) the sum of the aggregate Dollar Equivalent of (i) Revolving Credit Advances made to the Canadian Borrowers plus (ii) the Canadian Borrowers’ Letter of Credit Obligations (other than the Canadian Borrowers’ Letter of Credit Obligations cash collateralized in accordance with the terms of the Loan Documents).

“Canadian Available Credit” means, as of any date of determination, the lesser of (a) the Canadian Commitment and (b) the Canadian Borrowing Base as most recently reported by the Credit Parties on or prior to such date of determination.

“Canadian Base Rate” means, at any time, the annual rate of interest equal to the greater of (a) the annual rate from time to time publicly announced by Agent (or a bank that is listed on Schedule 1 of the Bank Act (Canada) acceptable to Agent) as its prime rate in effect for determining interest rates on Canadian Dollar denominated commercial loans made in Canada and (b) the annual rate of interest equal to the sum of ~~the 30-day BA Rate~~ Term CORRA for an Interest Period of one month’s duration at such time plus 1% percent per annum. In no event shall the Canadian Base Rate be less than zero for purposes of this Agreement.

“Canadian Base Rate Loan” means a Loan or portion thereof made in Canadian Dollars bearing interest by reference to the Canadian Base Rate.

“Canadian Borrower” and “Canadian Borrowers” has the meaning specified in the preamble to this Agreement.

internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(7) Indebtedness issued by Persons with a rating of “A” or higher from S&P or “A2” or higher from Moody’s (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(8) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (7) above; and

(9) instruments equivalent to those referred to in clauses (1) through (8) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

“Cash Management Systems” has the meaning specified in Section 2.6.

“CCAA” means the *Companies’ Creditors Arrangement Act* (Canada).

“CERCLA” has the meaning specified in the definition of “Environmental Laws”.

~~“CDOR Successor Amendment” has the meaning specified in Section 2.15.~~

~~“CDOR Successor Rate” has the meaning specified in Section 2.15.~~

~~“CDOR Successor Rate Conforming Changes” means, with respect to any proposed CDOR Successor Rate, any conforming changes to the definition of BA Rate or the applicable period or provisions herein relating to the timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the reasonable discretion of Agent, to reflect the adoption of such CDOR Successor Rate and to permit the administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such CDOR Successor Rate exists, in such other manner of administration as Agent reasonably determines in consultation with Parent Borrower).~~

“CFC” means a “controlled foreign corporation” within the meaning of Section 957 of the IRC.

“Change of Control” means (a) any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) other than Permitted Holders, becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 35%, or more, of the Capital Stock of Parent Borrower entitled (without regard to the occurrence of any contingency) to vote for the election of members of the Board of Directors of Parent Borrower, (b) a majority of the members of the Board of Directors of Parent Borrower do not constitute Continuing Directors or (c) any Borrower ceases to be a Wholly Owned Subsidiary of Parent Borrower (unless any such Borrower is not directly liable in respect of a Loan that was requested

“Fixed Charge Coverage Ratio” means for any period, the ratio of (a) Consolidated EBITDA for such period minus the sum of (i) Unfinanced Capital Expenditures plus (ii) the portion of taxes based on income actually paid in cash and provisions for cash income taxes to (b) ABL Fixed Charges for such period.

“Fixed Charges” means, with respect to any Person for any period, the sum, without duplication, of: (1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs) of such Person for such period, and (2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Preferred Stock or Disqualified Capital Stock of such Person and its Restricted Subsidiaries.

“Flood Insurance Laws” means the National Flood Insurance Reform Act of 1994 and related or successor legislation (including the regulations of the Board of Governors of the Federal Reserve System of the United States).

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to Term SOFR or ~~the BA Rate~~ Term CORRA.

“Foreign Benefit Event” means, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the termination of any such Foreign Pension Plan or appointment of a trustee or similar official to administer any such Foreign Pension Plan, in each case, by a Governmental Authority, (d) the incurrence of any liability in excess of \$90,000,000 by any Credit Party or any Subsidiary under applicable law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction that is prohibited under any applicable law and that would reasonably be expected to result in the incurrence of any liability by any Credit Party or any of the Subsidiaries, or the imposition on any Credit Party or any of the Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any applicable law, in each case in excess of \$90,000,000.

“Foreign Lender” has the meaning specified in Section 2.13(d).

“Foreign Pension Plan” means any pension or benefit plan that under applicable law other than the laws of the United States or any political subdivision thereof, is required to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained exclusively by a Governmental Authority.

“Foreign Subsidiary” means a Restricted Subsidiary that is not organized or established under the laws of the United States of America, any state thereof or the District of Columbia. For the avoidance of doubt, any Subsidiary incorporated or organized under the laws of a territory of the United States (including the Commonwealth of Puerto Rico) shall constitute a “Foreign Subsidiary” hereunder.

“Insolvency Laws” means any of the Bankruptcy Code, the BIA, the WRA or the CCAA, in each case, as now and hereafter in effect, any successors to any such statute and any other applicable insolvency or other similar law of any jurisdiction including, without limitation, any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it.

“Intellectual Property” means any and all Patents, Copyrights and Trademarks.

“Intellectual Property Security Agreements” means, collectively, any and all Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements, made in favor of Agent, on behalf of itself and Lenders, by each Credit Party signatory thereto, as amended from time to time.

“Interchange System” means that certain rail interchange system governed by the AAR Rules.

“Interest Expense” means, with respect to any Person for any fiscal period, (i) interest expense of such Person determined in accordance with GAAP for the relevant period ended on such date minus (ii) cash interest income of such Person determined in accordance with GAAP for the relevant period ended on such date.

“Interest Payment Date” means (a) as to any Base Rate Loan, the last Business Day of each Fiscal Quarter to occur while such Loan is outstanding and the final maturity date of such Loan, and (b) as to any BA Term CORRA Loan or Term SOFR Loan, the last day of the applicable Interest Period; provided, that in the case of any Interest Period greater than three months in duration, interest shall be payable at three-month intervals and on the last day of such Interest Period; and provided further that, in addition to the foregoing, each of (x) the date upon which all of the Commitments have been terminated and the Loans have been paid in full and (y) the Commitment Termination Date shall be deemed to be an Interest Payment Date with respect to any interest that has then accrued under this Agreement.

“Interest Period” means,

(i) as to each Term SOFR Loan, the period commencing on the Business Day such Loan is disbursed, converted to or continued, as selected by Borrower Representative pursuant to this Agreement, as a Term SOFR Loan and ending on but excluding the date one, three or six months thereafter as selected by Borrower Representative’s irrevocable notice to Agent as set forth in Section 2.5(e); provided, that the foregoing subclause (i) relating to Interest Periods is subject to the following:

(a) if an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day; *provided, however*, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that would otherwise extend beyond the Commitment Termination Date shall end on such date; and

(c) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month;

(ii) with respect to any BA Term CORRA Loan, each period commencing on the FX Business Day such Loan is disbursed, converted to or continued, as selected by Borrower Representative pursuant to this Agreement, as a BA Term CORRA Loan and ending on but excluding the date one or three months thereafter, as selected by Borrower Representative's irrevocable notice to Agent as set forth in Section 2.5(e); provided, that the foregoing subclause (ii) relating to Interest Periods is subject to the following:

(a) if any Interest Period would otherwise end on a day that is not a FX Business Day, such Interest Period shall be extended to the next succeeding FX Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding FX Business Day;

(b) any Interest Period that would otherwise extend beyond the Commitment Termination Date shall end on such date; and

(c) any Interest Period that begins on the last FX Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last FX Business Day of a calendar month.

Borrower Representative shall select Interest Periods so that, in the aggregate, there shall be no more than ten (10) separate BA Term CORRA Loans and Term SOFR Loans in existence at any one time.

"Inventory" means all "inventory," as such term is defined in the Code or the PPSA, as applicable, now owned or hereafter acquired by any Credit Party, wherever located.

"Investment Grade Securities" means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) securities that have a rating equal to or higher than Baa3 (or equivalent) by Moody's and BBB- (or equivalent) by S&P, but excluding any debt securities or loans or advances between and among Parent Borrower and its Subsidiaries,

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold material amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital

“Patriot Act” has the meaning specified in Section 4.24.

“Payment Recipient” has the meaning assigned to it in Section 10.17(a).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means a Plan described in Section 3(2) of ERISA.

“Periodic Term CORRA Determination Day” has the meaning specified in the definition of “Term CORRA”.

“Periodic Term SOFR Determination Day” has the meaning specified in the definition of “Term SOFR”.

“Permitted Discretion” means a reasonable determination made by Agent or any Co-Collateral Agent in good faith and in the exercise of reasonable commercial judgment (from the perspective of a secured asset-based revolving lender) and as it relates to the establishment of Reserves or the adjustment or imposition of exclusionary criteria shall require that, (x) such establishment, adjustment or imposition after the Amendment No. 7 Effective Date be based on (1) the analysis of facts or events relating to the Accounts, Inventory, Equipment, Rolling Stock or other components of the Borrowing Base first occurring or first discovered by Agent or any Co-Collateral Agent after the Amendment No. 7 Effective Date or that are materially different from facts or events occurring or known to Agent or such Co-Collateral Agent on the Amendment No. 7 Effective Date or (2) changes in applicable law after the Amendment No. 7 Effective Date which result in additional priority claims and liabilities being required to be satisfied in connection with the realization by the Agent upon the Borrowing Base Collateral, (y) the contributing factors to the imposition of any Reserve shall not duplicate any reserves deducted in computing book value and (z) the amount of any such Reserve so established or the effect of any adjustment or imposition of exclusionary criteria be a reasonable quantification of the incremental dilution of the Borrowing Base attributable to such contributing factors. If either Co-Collateral Agent exercises its Permitted Discretion, the other Co-Collateral Agent shall respond to such proposal within three Business Days, and the Co-Collateral Agent asserting the more conservative Permitted Discretion shall prevail.

“Permitted Holders” means Jacobs Private Equity, LLC and each of its Affiliates, Bradley Jacobs (“Jacobs”), any entity controlled by Jacobs, Jacobs’ wife, Jacobs’ children and other lineal descendants and trusts established for the benefit of any of the foregoing.

“Permitted Incremental FILO Loans” has the meaning specified in Section 2.16(a).

“Permitted Investments” means:

(1) any Investment in Parent Borrower or any Restricted Subsidiary; provided that (i) the aggregate amount of Investments by Credit Parties in Restricted Subsidiaries that are not Credit Parties in reliance on this Clause (1) shall not exceed (when combined with Investments made by Credit Parties in Subsidiaries that are not (or do not become in connection with such transaction) Credit Parties in reliance on Clauses (3), (21) and (22) of the definition of Permitted Investment) the greater of (x) \$320 million and (y) 20% of

“TARGET Day” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by Agent to be a suitable replacement) is open for the settlement of payments in Euro.

“Tax Compliance Certificate” has the meaning specified in Section 2.13(d).

“Tax Distributions” means any distributions described in Section 7.2(b)(xi).

“Tax Group” has the meaning specified in Section 7.2.

“Tax Structure” has the meaning specified in Section 12.8.

“Taxes” means present and future taxes (including, but not limited to, income, corporate, capital, excise, property, ad valorem, sales, use, payroll, value added and franchise taxes, deductions, withholdings and custom duties), charges, fees, imposts, levies, deductions or withholdings (including backup withholding) and all liabilities (including interest, additions to tax and penalties) with respect thereto, imposed by any Governmental Authority.

“Temporary U.S. Borrowing Base Adjustment” has the meaning specified in Section 6.13(b).

“Term Administrative Agent” means MSSF, in its capacity as administrative agent and collateral agent under the Term Credit Agreement.

“Term Collateral Account” has the meaning specified in Annex A.

“Term Credit Agreement” means the Senior Secured Term Loan Credit Agreement, dated as of October 30, 2015, by and among Parent Borrower, certain subsidiaries of Parent Borrower, MSSF, as administrative agent and collateral agent, and the other parties thereto, including all exhibits, annexes and schedules thereto, as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Incremental and Refinancing Amendment (Amendment No. 1 to Credit Agreement), dated as of August 25, 2016, the Refinancing Amendment (Amendment No. 2 to Credit Agreement), dated as of March 10, 2017, the Refinancing Amendment (Amendment No. 3 to Credit Agreement), dated as of February 23, 2018, the Amendment No. 4 to Credit Agreement, dated as of March 7, 2019, and the Incremental Amendment (Amendment No. 5 to Credit Agreement), dated as of March 18, 2019, Refinancing Amendment (Amendment No. 6 to Credit Agreement), dated as of March 3, 2021 and Amendment No. 7, dated as of June 10, 2022.

“Term Priority Collateral” has the meaning specified in the ABL Intercreditor Agreement.

“Term Rate Margin” means the per annum interest rate margin from time to time in effect and payable in addition to the (a) Term SOFR, with respect to Term SOFR Loans and Letters of Credit denominated in Dollars, (b) ~~BA Rate~~Term CORRA, with respect to ~~BA~~Term CORRA Loans and Letters of Credit denominated in Canadian Dollars, and (c) Term SOFR, with respect to Letters of Credit denominated in an Alternative Currency, in each case applicable to the

Revolving Credit Advances, as determined in accordance with the definition of Applicable Margin.

“Term CORRA” means, for any calculation with respect to a Term CORRA Loan, (x) the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than five (5) Business Days prior to such Periodic Term CORRA Determination Day, plus (y) the Term CORRA Adjustment; provided, further, that if Term CORRA determined as provided above shall ever be less than 0.0%, then Term CORRA shall be deemed to be 0.0%.

“Term CORRA Adjustment” means a percentage equal to 0.29547% (29.547 basis points) per annum for an Interest Period of one month’s duration, and 0.32138% (32.138 basis points) per annum for an Interest Period of three months’ duration.

“Term CORRA Administrator” means Candeal Benchmark Administration Services, Inc., TSX Inc. or any successor administrator.

“Term CORRA Loan” means a Loan bearing interest at a rate based on Term CORRA (other than a Canadian Base Rate Loan).

“Term CORRA Reference Rate” means the forward-looking term rate based on CORRA.

“Term CORRA Successor Amendment” has the meaning specified in Section 2.15.

“Term CORRA Successor Rate” has the meaning specified in Section 2.15.

“Term CORRA Successor Rate Conforming Changes” means, with respect to any proposed Term CORRA Successor Rate, any conforming changes to the definition of Term CORRA or the applicable period or provisions herein relating to the timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the reasonable discretion of Agent, to reflect the adoption of such Term CORRA Successor Rate and to permit the administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such Term CORRA Successor Rate exists, in such other manner of administration as Agent reasonably determines in consultation with Parent Borrower).

“Term SOFR” means,

2. AMOUNT AND TERMS OF CREDIT

2.1 Credit Facilities.

(a) Revolving Credit Facility.

(i) Subject to the terms and conditions hereof, each Lender severally agrees to make available to Borrowers from time to time until the Commitment Termination Date its Pro Rata Share of advances (each, a “Revolving Credit Advance”). The Pro Rata Share of any Lender of (A) the Aggregate Revolving Credit Exposure shall not at any time exceed its separate Commitment at such time and (B) the Canadian Loans shall not at any time exceed its separate Canadian Commitment at such time. The obligations of each Lender hereunder shall be several and not joint. Until the Commitment Termination Date, Borrowers may borrow, repay and reborrow under this Section 2.1(a); provided, that (x) the Aggregate Revolving Credit Exposure at any time shall not exceed Availability at such time, (y) the amount of U.S. Loans at any time shall not exceed the U.S. Availability at such time and (z) the Canadian Loans at any time shall not exceed the Canadian Availability at such time. Each Revolving Credit Advance shall be made on notice by Borrower Representative to one of the representatives of Agent identified in Schedule 2.1 at the address specified therein. Any such notice must be given no later than (1) 12 noon (New York, New York time) on the date of the proposed Revolving Credit Advance, in the case of a Base Rate Loan, or (2) 12 noon (New York, New York time) on the date which is three (3) Business Days prior to the proposed Revolving Credit Advance, in the case of a Term SOFR Loan or a BA Term CORRA Loan. Each such notice (a “Notice of Revolving Credit Advance”) may be given verbally by telephone but must be immediately confirmed in writing (by fax, electronic mail or overnight courier) substantially in the form of Exhibit 2.1(a)(i), and shall include the information required in such Exhibit. If any Borrower desires to have the Revolving Credit Advances bear interest by reference to Term SOFR, with respect to Term SOFR Loans denominated in Dollars, and BA Rate Term CORRA, with respect to BA Term CORRA Loans denominated in Canadian Dollars, Borrower Representative must comply with Section 2.5(e). All Revolving Credit Advances (x) made to a U.S. Borrower shall be denominated in Dollars and (y) made to a Canadian Borrower shall be denominated in Dollars or Canadian Dollars but shall be deemed to have been made (in the case of Canadian Dollar Revolving Credit Advances) in the Dollar Equivalent of such Revolving Credit Advance.

(ii) Except as provided in Section 2.10, if requested by Lenders, (x) the U.S. Borrowers, jointly and severally, shall execute and deliver to each Lender a note to evidence the Commitment of that Lender and (y) the Canadian Borrowers, jointly and severally, shall execute and deliver to each Lender a note to evidence the Canadian Commitment of that Lender. Each note shall be in the principal amount of the Commitment (or the Canadian Commitment) of the applicable Lender, and substantially in the form of Exhibit 2.1(a)(ii) (each a “Revolving Note” and, collectively, the “Revolving Notes”). Each Revolving Note (or, if a Revolving Note is not requested, this Agreement) shall represent the joint and several obligation of the appropriate Borrowers to pay the amount of the applicable Lender’s Pro Rata Share of the aggregate unpaid principal amount of all Revolving Loans to such Borrower together with interest thereon as prescribed in Section 2.5. The entire unpaid

shall notify the Lenders of any such replacement of such L/C Issuer. At the time any such replacement shall become effective, Borrowers shall pay all unpaid fees accrued for the account of the replaced L/C Issuer. From and after the effective date of any such replacement, (i) the successor L/C Issuer shall have all the rights and obligations of the applicable L/C Issuer under this Agreement with respect to Letters of Credit to be issued thereafter, and (ii) references herein to the term “L/C Issuer” shall be deemed to refer to such successor or to any previous L/C Issuer, or to such successor L/C Issuer and all previous L/C Issuers, as the context shall require. After the replacement of an L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement but shall not be required to issue additional Letters of Credit.

(j) Existing Letters of Credit. On the Restatement Date, each letter of credit listed on Schedule 2.2, to the extent outstanding, shall be automatically and without further action by the parties thereto (and without payment of any fees otherwise due upon the issuance of a Letter of Credit) deemed converted into Letters of Credit issued pursuant to this Section 2.2 and subject to the provisions hereof.

2.3 Prepayments.

(a) Voluntary Prepayments; Reductions in Commitments. Borrowers may prepay the Loans at any time and from time to time without prior notice, and Borrowers may at any time on at least three (3) Business Days’ prior written notice by Borrower Representative to Agent permanently reduce or terminate the Commitment (or the Canadian Commitment); provided that (i) any such prepayments or reductions (not providing for the repayment of the Revolving Loans in full) shall be in a minimum principal amount of \$1,000,000 or C\$1,000,000, as applicable, or a whole multiple thereof, (ii) the Commitment shall not be reduced to an amount that is less than the amount of the Aggregate Revolving Credit Exposure then outstanding unless such Commitment reduction is accompanied by a prepayment of Loans (and, to the extent necessary, the cash collateralization of Letters of Credit outstanding) necessary to ensure that the Aggregate Revolving Credit Exposure does not exceed the Commitment (as so reduced), (iii) the Canadian Commitment shall not be reduced to an amount that is less than the amount of Canadian Loans then outstanding unless such Canadian Commitment reduction is accompanied by a prepayment of Canadian Loans (and, to the extent necessary, the cash collateralization of Letter of Credit Obligations with respect to Canadian Letters of Credit) necessary to ensure that the Canadian Loans do not exceed the Canadian Commitment (as so reduced), and (iv) after giving effect to such reductions, Borrowers shall comply with Section 2.3(b)(i). In addition, if Borrowers terminate the Commitment, all Loans and other Obligations shall be immediately due and payable in full and all Letter of Credit Obligations shall be cash collateralized or otherwise satisfied in accordance with Section 2.2 hereto upon the effectiveness of such termination. Any voluntary prepayments applied to a particular Loan shall be applied ratably to the portion thereof held by each Lender as determined by its Pro Rata Share. Any voluntary prepayment of BA Term CORRA Loans or Term SOFR Loans and any reduction or termination of the applicable Commitment must be accompanied by the payment of any BA Term CORRA Loan or Term SOFR Loans, as applicable, funding breakage costs in accordance with Section 2.11(b). Upon any such reduction or termination of the

fifth, if no Event of Default has occurred and is continuing, as Borrower Representative may direct. The Commitment and the Swing Line Commitment shall not be permanently reduced by the amount of any prepayments made by Borrowers to the extent applied pursuant to clauses second or third above. The application of any such prepayment to the Revolving Credit Advances shall be made, first, to Base Rate Loans and, second, to Term SOFR Loans and BA Term CORRA Loans, on a pro rata basis. Each prepayment of Loans under Section 2.3(b)(iv) when an Event of Default has occurred and is continuing shall be accompanied by accrued and unpaid interest to the date of such prepayment on the amount prepaid.

(d) No Implied Consent. Nothing in this Section 2.3 shall be construed to constitute Agent's or any Lender's consent to any transaction that is not permitted by other provisions of this Agreement or the other Loan Documents.

(e) L/C Reimbursement. If any L/C Issuer shall make any payments made in respect of a Letter of Credit, Borrowers shall reimburse such payments by paying to Agent an amount equal to such payment not later than 2:00 p.m., New York City time, on the date that such payment is made, if Parent Borrower shall have received notice of such payment prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by Parent Borrower prior to such time on such date, then not later than 2:00 p.m., New York City time, on the Business Day immediately following the day that Parent Borrower receives such notice. If Parent Borrower fails to make such payment when due, Agent shall notify each Lender of the applicable payment, the payment then due from Borrowers in respect thereof and such Lender's Pro Rata Share thereof. Promptly following receipt of such notice, each Lender shall pay to Agent its Pro Rata Share of the payment then due from Borrowers, in the same manner as provided in Section 10.8 with respect to Loans made by such Lender (and Section 10.8 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and Agent shall promptly pay to the applicable L/C Issuer the amounts so received by it from the Lenders. Promptly following receipt by Agent of any payment from Borrowers pursuant to this paragraph, Agent shall distribute such payment to the applicable L/C Issuer or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the applicable L/C Issuer, then to such Lenders and the applicable L/C Issuer as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse the applicable L/C Issuer for any payments made in respect of a Letter of Credit shall not constitute a Loan and shall not relieve Borrowers of their obligation to reimburse such payment.

2.4 Use of Proceeds. Borrowers shall utilize the proceeds of the Loans (a) to provide working capital from time to time for Borrowers and their respective Subsidiaries, and (b) for other general corporate purposes, including investments and acquisitions not prohibited hereunder.

2.5 Interest; Applicable Margins.

(a) Borrowers shall pay interest to Agent, for the ratable benefit of Lenders, in arrears on each applicable Interest Payment Date, at the following rates of interest on the unpaid principal amount of each:

(i) Base Rate Loan made to Borrowers at the (x) Base Rate, with respect to Base Rate Loans made in Dollars, plus the Base Rate Margin and (y) Canadian Base Rate, with respect to Canadian Base Rate Loans made in Canadian Dollars, plus the Base Rate Margin.

(ii) BA Term CORRA Loans at ~~the BA Rate~~ Term CORRA, with respect to BA Term CORRA Loans denominated in Canadian Dollars, plus the Term Rate Margin

(iii) Term SOFR Loans at the Term SOFR, plus the Term Rate Margin.

(b) If any payment on any Loan becomes due and payable on a day other than a Business Day, the maturity thereof will be extended to the next succeeding Business Day (except as set forth in the definition of Interest Period), and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

(c) All computations of Fees are calculated on a per annum basis and interest shall be made by Agent on the basis of a 360-day year, in each case for the actual number of days occurring in the period for which such interest and Fees are payable, except that with respect to Base Rate Loans and BA Term CORRA Loans made at ~~the BA Rate~~ Term CORRA based on the prime or base commercial lending rate the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The (a) Base Rate, with respect to Base Rate Loans made in Dollars, and (b) Canadian Base Rate, with respect to Canadian Base Rate Loans made in Canadian Dollars, is a floating rate determined for each day. Each determination by Agent of an interest rate and Fees hereunder shall be presumptive evidence of the correctness of such rates and Fees.

(d) All overdue amounts not paid when due hereunder shall bear interest in an amount equal to two percentage points (2.00%) per annum above the rates of interest or the rate of such Fees otherwise applicable hereunder unless Agent and Requisite Lenders elect to impose a smaller increase (the “Default Rate”), accruing from the initial date of such non-payment until such payment is made and shall be payable upon demand.

(e) Borrower Representative shall have the option to (i) request that any Revolving Credit Advance be made as a Term SOFR Loan, a BA Term CORRA Loan or a Base Rate Loan, (ii) convert at any time all or any part of outstanding Loans (other than the Swing Line Loan) from Base Rate Loans to Term SOFR Loans or BA Term CORRA Loans, in each case denominated in the same currency, (iii) convert any Term SOFR Loan to a BA Term CORRA Loan or a Base Rate Loan or convert any BA Term CORRA Loan to a Term SOFR Loan or a Base Rate Loan, in each case denominated in the same currency, subject to payment of breakage costs in accordance with Section 2.11(b) if such conversion is of Term SOFR Loans or BA Term CORRA Loans made prior to the expiration of the Interest Period applicable thereto, or (iv) continue all or any portion of any Loan (other than the Swing Line Loan) as a Term SOFR Loan or a BA Term CORRA Loan, as applicable, upon the expiration of the applicable Interest Period and the succeeding Interest Period of that continued Loan shall commence on the first day after the last day of the Interest Period

of the Loan to be continued; provided, however, that no Revolving Credit Advance shall be converted to, or continued at the end of the Interest Period applicable thereto as a Term SOFR Loan or a BA Term CORRA Loan, as applicable, for an Interest Period of longer than one (1) month if any Event of Default has occurred and is continuing. Any Loan or group of Loans having the same proposed Interest Period to be made or continued as, or converted into, a Term SOFR Loan or a BA Term CORRA Loan, as applicable, must be in a minimum amount (i) with respect to Term SOFR Loans, of \$5,000,000 and integral multiples of \$1,000,000 in excess of such amount and (ii) with respect to BA Term CORRA Loans, of C\$5,000,000 and integral multiples of C\$1,000,000 in excess of such amount. Any such election must be made by 11:00 a.m. (New York time) on the third Business Day prior to (1) the date of any proposed Advance which is to bear interest at the (x) Term SOFR, with respect to Term SOFR Loans, and (y) BA Rate Term CORRA, with respect to BA Term CORRA Loans, (2) the end of each Interest Period with respect to any Term SOFR Loans or BA Term CORRA Loans to be continued as such, or (3) the date on which Borrower Representative wishes to convert any Base Rate Loan to a Term SOFR Loan or a BA Term CORRA Loan, as applicable, for an Interest Period designated by Borrower Representative in such election. If no election is received with respect to a Term SOFR Loan or a BA Term CORRA Loan by 11:00 a.m. (New York time) on the third Business Day prior to the end of the Interest Period with respect thereto (or if an Event of Default has occurred and is continuing), that Term SOFR Loan or BA Term CORRA Loan, as applicable, shall be converted to a Term SOFR Loan or a BA Term CORRA Loan, as applicable, with an Interest Period of one (1) month at the end of its Interest Period. Borrower Representative must make such election by notice to Agent in writing, by fax or overnight courier. In the case of any conversion or continuation, such election must be made pursuant to a written notice (a "Notice of Conversion/Continuation") in the form of Exhibit 2.5(e).

(f) Anything herein to the contrary notwithstanding, the obligations of Borrowers hereunder shall be subject to the limitation that payments of interest shall not be required, for any period for which interest is computed hereunder, to the extent (but only to the extent) that contracting for or receiving such payment by the respective Lender would be contrary to the provisions of any law applicable to such Lender (including, without limitation, Criminal Code (Canada)) limiting the highest rate of interest which may be lawfully contracted for, charged or received by such Lender, and in such event Borrowers shall pay such Lender interest at the highest rate permitted by applicable law (the "Maximum Lawful Rate"); provided, however, that if at any time thereafter the rate of interest payable hereunder is less than the Maximum Lawful Rate, Borrowers shall continue to pay interest hereunder at the Maximum Lawful Rate until such time as the total interest received by Agent, on behalf of Lenders, is equal to the total interest that would have been received had the interest rate payable hereunder been (but for the operation of this paragraph) the interest rate payable since the Amendment No. 7 Effective Date as otherwise provided in this Agreement. Thereafter, interest hereunder shall be paid at the rate(s) of interest and in the manner provided in Sections 2.5(a) through (e), unless and until the rate of interest again exceeds the Maximum Lawful Rate, and at that time this paragraph shall again apply. In no event shall the total interest received by any Lender pursuant to the terms hereof exceed the amount that such Lender could lawfully have received had the interest due hereunder been calculated for the full term hereof at the Maximum Lawful Rate. If the Maximum Lawful Rate is calculated pursuant to this paragraph, such interest shall be calculated at a daily rate

judgment; provided, further, that no Indemnified Person will be indemnified for any such cost, expense or liability to the extent of any dispute solely among Indemnified Persons (other than any claims against Agent or Co-Collateral Agents or Lead Arrangers acting in its capacity as such) that does not involve actions or omissions of any Credit Party or any of its Affiliates; provided, further, that none of the Canadian Borrowers shall have any obligation to make any payment with respect to any of the U.S. Borrowers' Obligations under this Agreement or any other Loan Document. In the absence of an actual or potential conflict of interest, Borrowers and their Subsidiaries will not be responsible for the fees and expenses of more than one legal counsel for all Indemnified Persons and appropriate local legal counsel; provided that in the case of an actual conflict of interest, or the written opinion of counsel that a potential conflict of interest exists, Borrowers and their Subsidiaries shall be responsible for one additional counsel in each applicable jurisdiction for the affected Indemnified Persons, taken as a whole. To the extent permitted by applicable law, no party hereto shall be responsible or liable to any other Person party to any Loan Document, any successor, assignee, or third party beneficiary of such person or any other person asserting claims derivatively through such party, for indirect, punitive, exemplary or consequential damages which may be alleged as a result of credit having been extended, suspended, or terminated under any Loan Document or as a result of any other transaction contemplated hereunder or thereunder; provided that nothing hereunder in this sentence shall limit any Credit Party's indemnity and reimbursement obligations to the extent set forth herein. No Indemnified Person referred to in this clause (a) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(b) To induce Lenders to provide the Term SOFR or ~~the BA-Rate~~Term CORRA, as applicable, option on the terms provided herein, if (i) any Term SOFR Loans or BA Term CORRA Loans are repaid in whole or in part prior to the last day of any applicable Interest Period (whether that repayment is made pursuant to any provision of this Agreement or any other Loan Document or occurs as a result of acceleration, by operation of law or otherwise); (ii) any Borrower shall default in payment when due of the principal amount of or interest on any Term SOFR Loan or BA Term CORRA Loan; (iii) any Borrower shall refuse to accept any borrowing of, or shall request a termination of, any borrowing of, conversion into or continuation of, Term SOFR Loans or BA Term CORRA Loans after Borrower Representative has given notice requesting the same in accordance herewith; (iv) any Borrower shall fail to make any prepayment of a Term SOFR Loan or BA Term CORRA Loan after Borrower Representative has given a notice thereof in accordance herewith; or (v) an assignment of Term SOFR Loans or BA Term CORRA Loans is mandated pursuant to Sections 2.14(d) or 12.2(d), then Borrowers shall jointly and severally indemnify and hold harmless each Lender from and against all actual losses, costs and reasonable documented out-of-pocket expenses resulting from or arising from any of the foregoing (provided, that the Canadian Borrowers shall not be required to pay any such amounts with respect to Term SOFR Loans of the U.S. Borrowers). Such indemnification shall include any actual and documented out-of-pocket loss or expense (other than loss of anticipated profits), if any, arising from the reemployment of funds obtained by it or from fees payable to terminate deposits from which such funds were obtained. For the purpose of calculating amounts

payable to a Lender under this Section 2.11(b), each Lender shall be deemed to have actually funded its relevant Term SOFR Loan or BA Term CORRA Loan through the purchase of a deposit bearing interest at the (x) the Term SOFR Rate, with respect to Term SOFR Loans and (y) BA Rate Term CORRA, with respect to BA Term CORRA Loans, in an amount equal to the amount of that Term SOFR Loan or BA Term CORRA Loan, as applicable, and having a maturity comparable to the relevant Interest Period; provided that each Lender may fund each of its Term SOFR Loans or BA Term CORRA Loans in any manner it sees fit, and the foregoing assumption shall be utilized only for the calculation of amounts payable under this Section 2.11(b). This covenant shall survive the termination of this Agreement and the payment of the Obligations and all other amounts payable hereunder. As promptly as practicable under the circumstances, each Lender shall provide Borrower Representative with its written and detailed calculation of all amounts payable pursuant to this Section 2.11(b), and such calculation shall be binding on the parties hereto absent manifest error, in which case Borrower Representative shall object in writing within ten (10) Business Days of receipt thereof, specifying the basis for such objection in detail.

(c) This Section 2.11 is subject in its entirety to the provisions of Section 13.9 hereof.

2.12 Access. Each Credit Party shall, during normal business hours, from time to time upon reasonable notice as frequently as Agent reasonably determines to be appropriate: (a) provide Agent, Co-Collateral Agents (coordinated through Agent), Lenders (coordinated through Agent) and any of their representatives and designees access to its properties, facilities, advisors, officers and employees, (b) permit Agent, Co-Collateral Agents, Lenders and any of their officers, employees and agents, to inspect, audit and make extracts from any Credit Party's books and records, and (c) permit Agent, Co-Collateral Agents, Lenders and their representatives and other designees, to inspect, review, evaluate and make test verifications and counts of the Accounts, Equipment and other Collateral of any Credit Party; provided, that to the extent that no Event of Default has occurred and is continuing, Borrowers shall only be responsible for the costs of such activities as set forth in Section 5.2. Furthermore, so long as any Event of Default has occurred and is continuing or at any time after all or any portion of the Obligations have been declared due and payable pursuant to Section 9.2(b), Borrowers shall provide reasonable assistance to Agent to obtain access, which access shall be coordinated in scope and substance in consultation with Borrowers, to their suppliers and customers.

2.13 Taxes.

(a) All payments by or on account of any obligation of any Credit Party hereunder or under any other Loan Document shall be made, in accordance with this Section 2.13, free and clear of and without withholding or deduction for any Taxes, except as required by applicable law. If any Withholding Agent shall be required by law to withhold or deduct any Taxes from or in respect of any sum payable hereunder (including any payments made pursuant to this Section 2.13) or under any other Loan Document, (i) if such Tax is an Indemnified Tax, the sum payable by the applicable Credit Party shall be increased, without duplication, as much as shall be necessary so that, after making all required withholdings and deductions (including withholdings and deductions applicable to additional sums payable under this Section 2.13), Agent, Co-Collateral Agents or Lenders, as

(f) Each Lender shall severally indemnify Agent and each Co-Collateral Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that a Credit Party has not already indemnified Agent or such Co-Collateral Agent for such Indemnified Taxes and without limiting the obligation of any Credit Party to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.1(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Agent or such Co-Collateral Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Agent or such Co-Collateral Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Agent to the Lender from any other source against any amount due to Agent under this paragraph (f).

(g) The provisions of this Section 2.13 shall survive the termination of this Agreement and repayment of all Obligations. Each L/C Issuer shall be deemed to be a Lender for purposes of this Section 2.13.

2.14 Capital Adequacy; Increased Costs; Illegality.

(a) If any Lender shall have determined that any law, treaty, governmental (or quasi-governmental) rule, regulation, guideline or order regarding capital adequacy, liquidity, reserve requirements or similar requirements or compliance by any Lender with any request or directive regarding capital adequacy, liquidity, reserve requirements or similar requirements (whether or not having the force of law), in each case, adopted after the Amendment No. 7 Effective Date, from any central bank or other Governmental Authority increases or would have the effect of increasing the amount of capital, reserves or other funds required to be maintained by such Lender and thereby reducing the rate of return on such Lender's capital as a consequence of its obligations hereunder, then the U.S. Borrowers or the Canadian Borrowers, as the case may be, shall from time to time upon demand by such Lender (with a copy of such demand to Agent) pay to Agent, for the account of such Lender, additional amounts sufficient to compensate such Lender for such reduction. A certificate as to the amount of that reduction and setting forth in reasonable detail the basis of the computation thereof submitted by such Lender to Borrower Representative and to Agent shall, absent manifest error, be final, conclusive and binding for all purposes.

(b) If, due to either (i) the introduction of or any change in any law or regulation (or any change in the interpretation thereof) or (ii) the compliance with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law), in each case adopted after the Amendment No. 7 Effective Date, there shall be any increase in the cost to any Lender of agreeing to make or making, funding or maintaining, continuing, converting to any Term SOFR Loan or ~~BA~~Term CORRA Loan, or there shall be a Tax (other than Indemnified Taxes or Excluded Taxes) on any Recipient on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, or other liabilities, or capital attributable thereto, then the U.S. Borrowers

or the Canadian Borrowers, as the case may be, shall from time to time, upon demand by such Lender (with a copy of such demand to Agent), pay to Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate setting forth in reasonable detail the amount of such increased cost and the basis of the calculation thereof, submitted to Borrower Representative and to Agent by such Lender, shall, absent manifest error, be final, conclusive and binding for all purposes. Each Lender agrees that, as promptly as practicable after it becomes aware of any circumstances referred to above which would result in any such increased cost, the affected Lender shall, to the extent not inconsistent with such Lender's internal policies of general application, use reasonable commercial efforts to minimize costs and expenses incurred by it and payable to it by Borrowers pursuant to this Section 2.14(b).

(c) Notwithstanding anything to the contrary contained herein, if the introduction of or any change in any law or regulation (or any change in the interpretation thereof) shall make it unlawful, or any central bank or other Governmental Authority shall assert that it is unlawful, for any Lender to agree to make or to make or to continue to fund or maintain any BA Term CORRA Loan or Term SOFR Loan, as contemplated by this Agreement, then, unless that Lender is able to make or to continue to fund or to maintain such BA Term CORRA Loan or Term SOFR Loan, as applicable, at another branch or office of that Lender without, in that Lender's reasonable opinion, materially adversely affecting it or its Loans or the income obtained therefrom, on notice thereof and demand therefor by such Lender to Borrower Representative through Agent, (i) the obligation of such Lender to agree to make or to make or to continue to fund or maintain such BA Term CORRA Loans or such Term SOFR Loans, as the case may be, shall terminate and (ii) each U.S. Borrower or Canadian Borrower, as the case may be, shall forthwith prepay in full all outstanding Term SOFR Loans or BA Term CORRA Loans, as applicable, owing by such Borrower to such Lender, together with interest accrued thereon, unless such Lender may maintain such Term SOFR Loans or such BA Term CORRA Loans, as the case may be, through the end of such Interest Period under applicable law or unless Borrower Representative on behalf of such Borrower, within five (5) Business Days after the delivery of such notice and demand, converts all Term SOFR Loans or BA Term CORRA Loans, as the case may be, into Base Rate Loans or Canadian Base Rate Loans, respectively. Notwithstanding the foregoing, if Borrower provides Agent and the Affected Lender notice that it seeks to replace such Affected Lender in accordance with Section 2.14(d), Borrower's obligation to prepay Loans pursuant to this Section 2.14(c) shall be suspended; provided that if no Replacement Lender is found within the time provided for in Section 2.14(d), Borrower shall have five Business Days to prepay such Affected Lender's BA Term CORRA Loans or Term SOFR Loans, as the case may be. In the event Borrower relies on this provision to suspend its obligation to prepay BA Term CORRA Loans or Term SOFR Loans, such applicable Term SOFR Loans or BA Term CORRA Loans, as the case may be, shall be converted to Base Rate Loans or Canadian Base Rate Loans, respectively, at the end of the applicable Interest Period.

(d) Within thirty (30) days after receipt by Borrower Representative of written notice and demand from any Lender (an "Affected Lender") for payment of additional amounts or increased costs as provided in Sections 2.13(a), 2.14(a) or 2.14(b), or notice and demand that Borrower prepay Loans pursuant to Section 2.14(c), Borrower Representative may, at its option, notify Agent and such Affected Lender of its intention to

(g) Within thirty (30) days after receipt by Borrower Representative of written notice and demand from any Affected Lender for payment of additional amounts or increased costs as provided in Sections 2.13(a), 2.14(a) or 2.14(b), then such Lender shall (at Borrower Representative's request) use reasonable efforts to designate a different lending office for funding or booking its Loans or to assign its rights and obligations hereunder to another of its offices, branches, or affiliates, if, in the good-faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.13(a), 2.13(b), 2.14(a), or 2.14(b), as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Borrowers shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

2.15 Interest Rate Determination. With respect to Loans and other Obligations denominated in Canadian Dollars, the following Sections 2.15(a) through (c) shall be applicable:

(a) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if Agent determines (which determination shall be conclusive absent manifest error and made by notice to Parent Borrower), or Parent Borrower or Requisite Lenders notify Agent (with, in the case of the Requisite Lenders, a copy to Parent Borrower) that Parent Borrower or Requisite Lenders (as applicable) have determined, that:

(i) (A) deposits are not being offered to banks in the applicable market for the applicable amount and Interest Period of any requested ~~BA~~Term CORRA Loan denominated in Canadian Dollars or (B) adequate and reasonable means do not exist for ascertaining ~~the BA Rate~~Term CORRA for any requested Interest Period of any requested ~~BA~~Term CORRA Loan denominated in Canadian Dollars, including, without limitation, because ~~the CDOR Screen Rate~~Term CORRA is not available or published on a current basis, and in each case such circumstances are unlikely to be temporary, or

(ii) the administrator of ~~the CDOR Screen Rate~~Term CORRA or a Governmental Authority having jurisdiction over Agent has made a public statement identifying a specific date after which ~~the BA Rate or the CDOR Screen Rate~~Term CORRA shall no longer be made available, or used for determining the interest rate of loans denominated in Canadian Dollars (such specific date, the "Scheduled Unavailability Date"), or

(iii) syndicated credit facilities in the U.S. market providing for credit facilities denominated in Canadian Dollars currently being executed, or that include language similar to that contained in this Section, are generally being executed or amended (as applicable) to incorporate or adopt (as applicable) a new benchmark interest rate to replace ~~the BA Rate~~Term CORRA,

then, reasonably promptly after such determination by Agent or receipt by Agent of such notice, as applicable, Agent and Parent Borrower may amend this Agreement (a "CDOR Term CORRA Successor Amendment") to replace ~~the BA Rate~~Term CORRA with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar

Canadian Dollar denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a “CDORTerm CORRA Successor Rate”), together with any proposed CDORTerm CORRA Successor Rate Conforming Changes and any such amendment shall become effective at 5:00 p.m. (New York time) on the fifth Business Day after Agent shall have posted such proposed amendment to all Lenders and Parent Borrower unless, prior to such time, Lenders comprising the Requisite Lenders have delivered to Agent written notice that such Requisite Lenders do not accept such amendment.

(b) If no CDORTerm CORRA Successor Rate has been determined and the circumstances under clause (a)(i) above exist or the Scheduled Unavailability Date has occurred (as applicable), Agent will promptly so notify Parent Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain BA Term CORRA Loans denominated in Canadian Dollars shall be suspended (to the extent of the affected BA Term CORRA Loans or Interest Periods), and (y) the BA Rate Term CORRA component shall no longer be utilized in determining the Canadian Base Rate. Upon receipt of such notice, the Borrowers may revoke any pending request for an Advance of, conversion to or continuation of BA Term CORRA Loans denominated in Canadian Dollars (to the extent of the affected BA Term CORRA Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an Advance of Canadian Base Rate Loans (subject to the foregoing clause (y)) at on the date and in the amount specified therein.

(c) Notwithstanding anything else herein, any definition of CDORTerm CORRA Successor Rate shall provide that in no event shall such CDORTerm CORRA Successor Rate be less than zero for purposes of this Agreement.

With respect to Loans and other Obligations denominated in Dollars or any Alternative Currency, the following Sections 2.15(d) through (j) shall apply:

(d) Subject to clauses (e)-(j) below, if (A) Agent determines that Term SOFR cannot be determined in accordance with the terms of this Agreement or (B) the Requisite Lenders determine that Term SOFR does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Term SOFR Loans and delivers written notice of such determination to Agent, Agent will promptly so notify the Borrower and each applicable Lender. Upon notice thereof by Agent to the Borrower, any obligation of the Lenders to make Term SOFR Loans, and any right of the Borrower to convert any Loan to or continue any Loan as a Term SOFR Loan, shall be suspended (to the extent of the affected Term SOFR Loans or the affected Interest Periods) until Agent (with respect to subclause (B), at the instruction of the Requisite Lenders) revokes such notice. Upon receipt of such notice, (x) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or the affected Interest Periods) and (B) any outstanding affected Term SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.11.

the maturity date of all Incremental Revolving Loans shall be the Commitment Termination Date. Any upfront fees paid to the Incremental Lenders shall be determined, and agreed upon, between Borrowers and such Incremental Lenders. Any Incremental Revolving Loans made hereunder shall be deemed “Loans” hereunder and shall be subject to the same terms and conditions applicable to the existing Loans, except that Permitted Incremental FILO Loans (x) may, notwithstanding anything herein to the contrary, be structured as term loans or revolving loans, and may have pricing terms, a final maturity date (subject to the immediately succeeding proviso), upfront or similar fees and priority which are different from those applicable to the Initial Revolving Facility Loans and other Incremental Facility Revolving Loans; provided that the final maturity date of any Permitted Incremental FILO Loans shall be no earlier than (and there shall be no mandatory commitment reductions with respect thereto prior to) the Commitment Termination Date with respect to the Initial Revolving Facility Loans; provided, further, for the avoidance of doubt, nothing in this Section 2.16 shall obligate any existing Lender to participate in any class of Permitted Incremental FILO Loans, regardless of whether the maturity date with respect to such Permitted Incremental FILO Loans is the Commitment Termination Date with respect to the Initial Revolving Facility Loans or otherwise, (y) for purposes of determining availability under any applicable borrowing base, may have advance rates with respect to the amount of Eligible Billed Accounts, Eligible Unbilled Accounts and/or Eligible Rolling Stock, as applicable, in amounts as agreed upon between Parent Borrower and the Incremental Lenders providing such Permitted Incremental FILO Loans; provided that in no case shall such advance rates with respect to Eligible Billed Accounts, Eligible Unbilled Accounts and Eligible Rolling Stock exceed 10%, 5% and 5%, respectively, above the respective advance rates herein; provided, further, such advance rate for Permitted Incremental FILO Loans with respect to Eligible Rolling Stock may be decreased from time to time in the discretion of Co-Collateral Agents (and, for the avoidance of doubt, a maximum of 30% of the borrowing base applicable to any Permitted Incremental FILO Loans shall be attributable to Eligible Equipment, if applicable, and Eligible Rolling Stock in the aggregate) and (z) shall, once borrowed, not be permitted to be repaid so long as any Loans (other than other Loans incurred as Permitted Incremental FILO Loans) are outstanding, subject to customary exclusions to the requirement in this clause (z) as reasonably agreed upon by Agent, Parent Borrower and the Incremental Lenders providing such Permitted Incremental FILO Loans, including customary scheduled amortization payments not to exceed amounts as agreed upon by Agent, Parent Borrower and such Incremental Lenders (the conditions set forth in this sentence applicable to Permitted Incremental FILO Loans, the “Permitted FILO Tranche Conditions”). On the date of any borrowing of Incremental Revolving Loans (other than Permitted Incremental FILO Loans), Borrowers shall be deemed to have repaid and reborrowed all outstanding Loans as of such date (with such reborrowing to consist of the types of Loans, with related Interest Periods, if applicable, specified in a notice to Agent (which notice must be received by Agent in accordance with the terms of this Agreement)). The deemed payments made pursuant to the immediately preceding sentence in respect of each BATerm CORRA Loan and Term SOFR Loan shall be subject to indemnification by Borrowers pursuant to the provisions of Section 2.14 if the deemed payment occurs other than on the last day of the related Interest Periods.

(b) In connection with any Incremental Revolving Loans, Parent Borrower, Agent and each applicable Incremental Lender and existing Lender making such Incremental

upfront fee (clauses (i) and (ii) together, the “Refinancing Amount”). Such notice shall set forth (i) the amount of the Refinancing Commitments (which shall be all existing Commitments), and (ii) the date on which the applicable Refinancing Commitments are to be made available (which shall not be less than one (1) Business Day nor more than sixty (60) days after the date of such notice (or such longer or shorter periods as Agent shall agree)). Parent Borrower may seek Refinancing Commitments from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) or any Additional Lender.

(b) It shall be a condition precedent to the incurrence of any Refinancing Commitments that (i) no Default or Event of Default shall have occurred and be continuing immediately prior to or immediately after giving effect to such the incurrence of the Refinancing Commitments, (ii) the terms of the Refinancing Commitments shall comply with this Section 2.19 and (iii) substantially concurrently with the incurrence of any Refinancing Commitments, 100% of the Refinancing Amount shall be applied to refinance the Refinanced Commitments (including any Loans in respect of the Refinanced Commitments, accrued interest, fees and premiums (if any) in connection therewith).

(c) Any payment made pursuant to Section 2.19(b)(iii) in respect of each Term SOFR Loan and/or BA Term CORRA Loan shall be subject to indemnification by Borrowers pursuant to the provisions of Section 2.14 if the payment occurs other than on the last day of the related Interest Periods.

(d) The terms of any Refinancing Commitments shall be determined by Parent Borrower and the Persons providing the Refinancing Commitments (each, a “Refinancing Lender”) and set forth in a Refinancing Amendment.

(e) In connection with any Refinancing Commitments, Borrowers, Agent and each applicable Refinancing Lender shall execute and deliver to Agent an amendment to this Agreement (which may take the form of an amendment and restatement of this Agreement) (a “Refinancing Amendment”) and such other documentation as Agent shall reasonably specify to evidence such Refinancing Commitments. Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Notwithstanding anything to the contrary in any Loan Document, any Refinancing Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate (but only to such extent), in the reasonable opinion of Agent and Parent Borrower, to effect the provisions of this Section 2.19, including any amendments necessary to establish the applicable Refinancing Commitments as a new class or tranche of Commitments, and such other technical amendments as may be necessary or appropriate in the reasonable opinion of Agent and Parent Borrower in connection with the establishment of such new class or tranche, in each case on terms consistent with this Section 2.19.

may exercise its right to offset with respect to amounts in excess of its Pro Rata Share of the Obligations owed to it and may sell participations in such amounts so offset to other Lenders and holders. Notwithstanding the foregoing, if all or any portion of the offset amount or payment otherwise received is thereafter recovered from the Lender that has exercised the right of offset, the purchase of participations by that Lender shall be rescinded and the purchase price restored without interest. If a Non-Funding Lender or Impacted Lender receives any such payment as described in this Section 10.7, such Lender shall turn over such payments to Agent in an amount that would satisfy the cash collateral requirements set forth in Section 10.8(a). Notwithstanding anything in this Section 10.7, amounts in accounts of the Canadian Borrowers shall not be used to set off the Obligations of the U.S. Borrowers.

10.8 Advances; Payments; Availability of Lender's Pro Rata Share; Non-Funding Lenders; Dissemination of Information; Actions in Concert.

(a) Advances; Payments.

(i) Lenders shall refund or participate in the Swing Line Loan in accordance with clause (iii) of Section 2.1(b). If Swing Line Lender declines to make a Swing Line Loan or if Swing Line Availability is zero, Agent shall notify Lenders, promptly after receipt of a Notice of Revolving Credit Advance and in any event prior to 1:00 p.m. (New York time) on the date such Notice of Revolving Credit Advance is received, by fax, telephone or other similar form of transmission. Each Lender shall make the amount of such Lender's Pro Rata Share of such Revolving Credit Advance available to Agent in same day funds by wire transfer to Agent's account as set forth in Annex B not later than 3:00 p.m. (New York time) on the requested funding date, in the case of a Base Rate Loan, and not later than 11:00 a.m. (New York time) on the requested funding date, in the case of a BA Term CORRA Loan or a Term SOFR Loan. After receipt of such wire transfers (or, in Agent's sole discretion, before receipt of such wire transfers), subject to the terms hereof, Agent shall make the requested Revolving Credit Advance to the applicable Borrower designated by Borrower Representative in the Notice of Revolving Credit Advance. All payments by each Lender shall be made without setoff, counterclaim or deduction of any kind.

(ii) Not less than once during each calendar week or more frequently at Agent's election (each, a "Settlement Date"), Agent shall advise each Lender by telephone (confirmed promptly thereafter in writing), fax, or similar form of transmission, of the amount of such Lender's Pro Rata Share of principal, interest and Fees paid for the benefit of Lenders with respect to each applicable Loan. Provided that each Lender has funded all payments or Advances required to be made by it and has purchased all participations required to be purchased by it under this Agreement and the other Loan Documents as of such Settlement Date, Agent shall pay to each Lender such Lender's Pro Rata Share of principal, interest and Fees paid by Borrowers since the previous Settlement Date for the benefit of such Lender on the Loans held by it. Agent shall be entitled to set off the funding short-fall against any Non-Funding Lender's Pro Rata Share of all payments received from Borrowers and hold, in a non-interest bearing account, all payments received by Agent for the benefit of any Non-Funding Lender pursuant to this Agreement as cash collateral for any unfunded reimbursement obligations of such Non-Funding Lender until the Obligations are

any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register. Except as set forth in this paragraph, no Borrower or Credit Party shall have any obligation or duty to any participant and shall continue to deal solely and directly with the Lender selling the participation. Neither Agent nor any Lender (other than the Lender selling a participation) shall have any duty to any participant and may continue to deal solely with the Lender selling a participation as if no such sale had occurred. Notwithstanding anything to the contrary contained in the Loan Documents, no Lender may assign or sell a participation to any Person that is not an Eligible Assignee and participations shall not require Borrowers' or Agent's prior written consent.

(d) Except as expressly provided in this Section 11.1, no Lender shall, as between Borrowers and that Lender, or Agent and that Lender, be relieved of any of its obligations hereunder as a result of any sale, assignment, transfer or negotiation of, or granting of participation in, all or any part of the Loans, the Notes or other Obligations owed to such Lender.

(e) Any Lender may furnish information concerning Credit Parties in the possession of such Lender from time to time to assignees and participants (including prospective assignees and participants); provided that such Lender shall obtain from assignees or participants confidentiality covenants substantially equivalent to those contained in Section 12.8.

(f) No Lender shall assign or sell participations in any portion of its Loans or Commitments to a potential Lender or participant, if, as of the date of the proposed assignment or sale, the assignee Lender or participant would be subject to capital adequacy or similar requirements under Section 2.14(a), increased costs under Section 2.14(b), an inability to fund Term SOFR Loans or BA Term CORRA Loans under Section 2.14(c), or withholding taxes in accordance with Section 2.13(a).

(g) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender"), may grant to a special purpose funding vehicle (an "SPC"), identified as such in writing by the Granting Lender to Agent and Borrowers, the option to provide to Borrowers all or any part of any Loans that such Granting Lender would otherwise be obligated to make to Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan; and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if such Loan were made by such Granting Lender. No SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). Any SPC may (i) with notice to, but without the

the direction of Agent in an appropriate location or (iii) addressed to such other address as shall be notified in writing (A) in the case of Borrower Representative, Agent and Swing Line Lender, to the other parties hereto and (B) in the case of all other parties, to Borrower Representative and Agent. Transmission by electronic mail (including E-Fax, even if transmitted to the fax numbers set forth in clause (i) above) shall not be sufficient or effective to transmit any such notice under this clause (a) unless such transmission is an available means to post to any E-System. Notice addresses as of the Amendment No. 7 Effective Date shall be as set forth below:

(i) If to Agent and MSSF as Co-Collateral Agent, at

Morgan Stanley Senior Funding, Inc.
1300 Thames Street, 4th Floor
Thames Street Wharf
Baltimore, Maryland 21231
Telephone No.: (917) 260-0588
Email for Borrowers: agency.borrowers@morganstanley.com
Email for Lenders: msagency@morganstanley.com
For all E-System postings:
borrower.documents@morganstanley.com

with copies to:

Davis Polk & Wardwell LLP

450 Lexington Avenue
New York, New York 10017
Attention: Kenneth Steinberg
Fax No.: (212) 450-5736
Telephone No.: (212) 450-4566

(ii) If to Citibank, N.A., as Co-Collateral Agent, at

Citibank, N.A.
388 Greenwich Street, 4th Floor
New York, NY 10013
Attention: Allister Chan
Telephone No.: (212) 723-6257
Email: Allister.Chan@citi.com

with copies to:

Davis Polk & Wardwell LLP
450 New York, Lexington New York Avenue
Attention: Kenneth Steinberg

Fax No.: (212) 450-5736
Telephone No.: (212) 450-4566

(iii) If to any Borrower, to Borrower Representative, at

XPO, Inc.
Five American Lane
Greenwich, Connecticut 06831
Attn: Christopher Signorello
Telephone No.: (203) 423-2091
Email: Chris.Signorello@xpo.com

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Attention: Gregory E. Pessin
Fax: (212) 403-2359
Telephone No: (212) 403-1359

Attention: John R. Sobolewski
Fax: (212) 403-2340
Telephone No: (212) 403-1340

(iv) If to any L/C Issuer: See Annex D

(b) Effectiveness.

(i) All communications described in clause (a) above and all other notices, demands, requests and other communications made in connection with this Agreement shall be effective and be deemed to have been received (i) if delivered by hand, upon personal delivery, (ii) if delivered by overnight courier service, one Business Day after delivery to such courier service, (iii) if delivered by mail, five (5) Business Days after deposit in the mail, (iv) if delivered by facsimile or electronic mail (other than to post to an E-System pursuant to clause (a) above) upon sender's receipt of confirmation of proper transmission, and (v) if delivered by posting to any E-System, on the later of the date of such posting in an appropriate location and the date access to such posting is given to the recipient thereof in accordance with the standard procedures applicable to such E-System. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any Person (other than Borrower Representative or Agent) designated in Section 12.10 to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice.

CERTIFICATION

I, Mario Harik, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 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 1, 2024

CERTIFICATION

I, Kyle Wismans, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 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/ Kyle Wismans

Kyle Wismans
Chief Financial Officer
(Principal Financial Officer)

Date: August 1, 2024

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, 2024 (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 1, 2024

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, 2024 (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/ Kyle Wismans

Kyle Wismans
Chief Financial Officer
(Principal Financial Officer)

Date: August 1, 2024