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 September 30, 2022

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 Logistics, Inc.

(Exact name of registrant as specified in its charter)

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

(855) 976-6951

(Registrant's telephone number, including area code)

N/A

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

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

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

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

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

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

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

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

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

As of October 26, 2022, there were 115,162,555 shares of the registrant's common stock, par value $0.001 per share, outstanding.

XPO Logistics, Inc.

Quarterly Report on Form 10-Q

For the Quarterly Period Ended September 30, 2022

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Part I—Financial Information

Item 1. *Financial Statements.*

XPO Logistics, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

(In millions, except per share data)	September 30, 2022	December 31, 2021
ASSETS		
Current assets		
Cash and cash equivalents	$ 544	$ 260
Accounts receivable, net of allowances of $51 and $47, respectively	2,013	2,105
Other current assets	257	286
Current assets of discontinued operations	17	26
Total current assets	2,831	2,677
Long-term assets		
Property and equipment, net of $1,848 and $1,828 in accumulated depreciation, respectively	1,828	1,808
Operating lease assets	816	908
Goodwill	2,229	2,479
Identifiable intangible assets, net of $598 and $612 in accumulated amortization, respectively	496	580
Other long-term assets	303	255
Total long-term assets	5,672	6,030
Total assets	$ 8,503	$ 8,707
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 1,022	$ 1,110
Accrued expenses	1,087	1,107
Short-term borrowings and current maturities of long-term debt	60	58
Short-term operating lease liabilities	145	170
Other current liabilities	111	69
Current liabilities of discontinued operations	17	24
Total current liabilities	2,442	2,538
Long-term liabilities		
Long-term debt	2,848	3,514
Deferred tax liability	334	316
Employee benefit obligations	116	122
Long-term operating lease liabilities	671	752
Other long-term liabilities	306	327
Total long-term liabilities	4,275	5,031
Stockholders' equity		
Common stock, $0.001 par value; 300 shares authorized; 115 shares issued and outstanding as of September 30, 2022 and December 31, 2021	—	—
Additional paid-in capital	1,195	1,179
Retained earnings	803	43
Accumulated other comprehensive loss	(212)	(84)
Total equity	1,786	1,138
Total liabilities and equity	$ 8,503	$ 8,707

See accompanying notes to condensed consolidated financial statements.

XPO Logistics, Inc.

Condensed Consolidated Statements of Income (Loss)

(Unaudited)

(In millions, except per share data)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Revenue	$ 3,042	$ 3,270	$ 9,747	$ 9,445
Cost of transportation and services (exclusive of depreciation and amortization)	2,044	2,306	6,634	6,545
Direct operating expense (exclusive of depreciation and amortization)	363	366	1,113	1,058
Sales, general and administrative expense	298	339	966	1,001
Depreciation and amortization expense	118	118	349	357
Gain on sale of business	—	—	(434)	—
Transaction and integration costs	25	15	60	26
Restructuring costs	9	14	19	16
Operating income	185	112	1,040	442
Other income	(15)	(19)	(44)	(45)
Debt extinguishment loss	—	46	26	54
Interest expense	35	53	103	176
Income from continuing operations before income tax provision	165	32	955	257
Income tax provision	34	11	194	60
Income from continuing operations	131	21	761	197
Income (loss) from discontinued operations, net of taxes	—	(78)	(1)	22
Net income (loss)	131	(57)	760	219
Net income from discontinued operations attributable to noncontrolling interests	—	—	—	(5)
Net income (loss) attributable to XPO	$ 131	$ (57)	$ 760	$ 214
Net income (loss) attributable to common shareholders				
Continuing operations	$ 131	$ 21	$ 761	$ 197
Discontinued operations	—	(78)	(1)	17
Net income (loss) attributable to common shareholders	$ 131	$ (57)	$ 760	$ 214
Earnings (loss) per share data				
Basic earnings per share from continuing operations	$ 1.14	$ 0.19	$ 6.62	$ 1.78
Basic earnings (loss) per share from discontinued operations	—	(0.69)	(0.01)	0.15
Basic earnings (loss) per share attributable to common shareholders	$ 1.14	$ (0.50)	$ 6.61	$ 1.93
Diluted earnings per share from continuing operations	$ 1.13	$ 0.19	$ 6.58	$ 1.73
Diluted earnings (loss) per share from discontinued operations	—	(0.68)	(0.01)	0.14
Diluted earnings (loss) per share attributable to common shareholders	$ 1.13	$ (0.49)	$ 6.57	$ 1.87
Weighted-average common shares outstanding				
Basic weighted-average common shares outstanding	115	115	115	111
Diluted weighted-average common shares outstanding	116	116	116	114

See accompanying notes to condensed consolidated financial statements.

XPO Logistics, Inc.

Condensed Consolidated Statements of Comprehensive Income (Loss)

(Unaudited)

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Net income (loss)	$ 131	$ (57)	$ 760	$ 219
Other comprehensive loss, net of tax				
Foreign currency translation loss, net of tax effect of $(7), $7, $(18) and $4	$ (60)	$ (47)	$ (132)	$ (74)
Unrealized gain (loss) on financial assets/liabilities designated as hedging instruments, net of tax effect of $—, $1, $(1) and $1	—	(3)	4	(3)
Defined benefit plans adjustments, net of tax effect of $—, $(9), $— and $(9)	—	28	—	28
Other comprehensive loss	(60)	(22)	(128)	(49)
Comprehensive income (loss)	$ 71	$ (79)	$ 632	$ 170
Less: Comprehensive income attributable to noncontrolling interests	—	—	—	3
Comprehensive income (loss) attributable to XPO	$ 71	$ (79)	$ 632	$ 167

See accompanying notes to condensed consolidated financial statements.

XPO Logistics, Inc.

Condensed Consolidated Statements of Cash Flows

(Unaudited)

(In millions)	Nine Months Ended September 30, 2022	2021
Cash flows from operating activities of continuing operations		
Net income	$ 760	$ 219
Income (loss) from discontinued operations, net of taxes	(1)	22
Income from continuing operations	761	197
Adjustments to reconcile income from continuing operations to net cash from operating activities		
Depreciation, amortization and net lease activity	349	357
Stock compensation expense	26	29
Accretion of debt	12	15
Deferred tax expense	10	5
Debt extinguishment loss	26	54
Gain on sale of business	(434)	—
Gains on sales of property and equipment	(4)	(36)
Other	29	5
Changes in assets and liabilities		
Accounts receivable	(245)	(371)
Other assets	30	(1)
Accounts payable	76	133
Accrued expenses and other liabilities	28	171
Net cash provided by operating activities from continuing operations	664	558
Cash flows from investing activities of continuing operations		
Proceeds from sale of business	705	—
Payment for purchases of property and equipment	(394)	(212)
Proceeds from sale of property and equipment	11	72
Proceeds from settlement of cross currency swaps	29	—
Other	—	(3)
Net cash provided by (used in) investing activities from continuing operations	351	(143)
Cash flows from financing activities of continuing operations		
Repayment of borrowings related to securitization program	—	(24)
Repurchase of debt	(651)	(2,769)
Proceeds from borrowings on ABL facility	275	—
Repayment of borrowings on ABL facility	(275)	(200)
Repayment of debt and finance leases	(47)	(63)
Payment for debt issuance costs	—	(5)
Issuance of common stock	—	384
Change in bank overdrafts	6	33
Payment for tax withholdings for restricted shares	(13)	(25)
Distribution from GXO	—	794
Other	(1)	(5)
Net cash used in financing activities from continuing operations	(706)	(1,880)

(In millions)	Nine Months Ended September 30, 2022	2021
Cash flows from discontinued operations		
Operating activities of discontinued operations	(5)	68
Investing activities of discontinued operations	2	(95)
Financing activities of discontinued operations	—	(302)
Net cash used in discontinued operations	(3)	(329)
Effect of exchange rates on cash, cash equivalents and restricted cash	(25)	(7)
Net increase (decrease) in cash, cash equivalents and restricted cash	281	(1,801)
Cash, cash equivalents and restricted cash, beginning of period	273	2,065
Cash, cash equivalents and restricted cash, end of period	554	264
Less: Cash, cash equivalents and restricted cash of discontinued operations, end of period	—	—
Cash, cash equivalents and restricted cash of continued operations, end of period	$ 554	$ 264
Supplemental disclosure of cash flow information		
Leased assets obtained in exchange for new operating lease liabilities	$ 165	$ 140
Leased assets obtained in exchange for new finance lease liabilities	19	54
Cash paid for interest	94	195
Cash paid for income taxes	131	74

See accompanying notes to condensed consolidated financial statements.

XPO Logistics, Inc.

Condensed Consolidated Statements of Changes in Equity

(Unaudited)

	Series A Preferred Stock		Common Stock							
(Shares in thousands, dollars in millions)	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total XPO Stockholders' Equity	Non-controlling Interests	Total Equity
Balance as of June 30, 2022	**—**	**$ —**	**115,033**	**$ —**	**$ 1,187**	**$ 672**	**$ (152)**	**$ 1,707**	**$ —**	**$ 1,707**
Net income	—	—	—	—	—	131	—	131	—	131
Other comprehensive loss	—	—	—	—	—	—	(60)	(60)	—	(60)
Exercise and vesting of stock compensation awards	—	—	19	—	—	—	—	—	—	—
Stock compensation expense	—	—	—	—	8	—	—	8	—	8
Balance as of September 30, 2022	**—**	**$ —**	**115,052**	**$ —**	**$ 1,195**	**$ 803**	**$ (212)**	**$ 1,786**	**$ —**	**$ 1,786**

	Series A Preferred Stock		Common Stock							
(Shares in thousands, dollars in millions)	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total XPO Stockholders' Equity	Non-controlling Interests	Total Equity
Balance as of December 31, 2021	**—**	**$ —**	**114,737**	**$ —**	**$ 1,179**	**$ 43**	**$ (84)**	**$ 1,138**	**$ —**	**$ 1,138**
Net income	—	—	—	—	—	760	—	760	—	760
Other comprehensive loss	—	—	—	—	—	—	(128)	(128)	—	(128)
Exercise and vesting of stock compensation awards	—	—	315	—	—	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	—	—	(13)	—	—	(13)	—	(13)
Stock compensation expense	—	—	—	—	26	—	—	26	—	26
Other	—	—	—	—	3	—	—	3	—	3
Balance as of September 30, 2022	**—**	**$ —**	**115,052**	**$ —**	**$ 1,195**	**$ 803**	**$ (212)**	**$ 1,786**	**$ —**	**$ 1,786**

XPO Logistics, Inc.

Condensed Consolidated Statements of Changes in Equity (continued)

(Unaudited)

	Series A Preferred Stock		Common Stock							
(Shares in thousands, dollars in millions)	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total XPO Stockholders' Equity	Non-controlling Interests	Total Equity
Balance as of June 30, 2021	**—**	**$ —**	**111,726**	**$ —**	**$ 1,971**	**$ 1,139**	**$ (183)**	**$ 2,927**	**$ 40**	**$ 2,967**
Net loss	—	—	—	—	—	(57)	—	(57)	—	(57)
Other comprehensive loss	—	—	—	—	—	—	(22)	(22)	—	(22)
Spin-off of GXO	—	—	—	—	(1,199)	(1,161)	126	(2,234)	(40)	(2,274)
Exercise and vesting of stock compensation awards	—	—	72	—	2	—	—	2	—	2
Tax withholdings related to vesting of stock compensation awards	—	—	—	—	(3)	—	—	(3)	—	(3)
Issuance of common stock	—	—	2,875	—	384	—	—	384	—	384
Stock compensation expense	—	—	—	—	19	—	—	19	—	19
Balance as of September 30, 2021	**—**	**$ —**	**114,673**	**$ —**	**$ 1,174**	**$ (79)**	**$ (79)**	**$ 1,016**	**$ —**	**$ 1,016**

	Series A Preferred Stock		Common Stock							
(Shares in thousands, dollars in millions)	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total XPO Stockholders' Equity	Non-controlling Interests	Total Equity
Balance as of December 31, 2020	**1**	**$ 1**	**102,052**	**$ —**	**$ 1,998**	**$ 868**	**$ (158)**	**$ 2,709**	**$ 140**	**$ 2,849**
Net income	—	—	—	—	—	214	—	214	5	219
Other comprehensive loss	—	—	—	—	—	—	(47)	(47)	(2)	(49)
Spin-off of GXO	—	—	—	—	(1,199)	(1,161)	126	(2,234)	(40)	(2,274)
Exercise and vesting of stock compensation awards	—	—	386	—	2	—	—	2	—	2
Tax withholdings related to vesting of stock compensation awards	—	—	—	—	(25)	—	—	(25)	—	(25)
Issuance of common stock	—	—	2,875	—	384	—	—	384	—	384
Conversion of preferred stock to common stock	(1)	(1)	145	—	1	—	—	—	—	—
Purchase of noncontrolling interests	—	—	—	—	(34)	—	—	(34)	(100)	(134)
Dividend declared	—	—	—	—	—	—	—	—	(3)	(3)
Exercise of warrants	—	—	9,215	—	—	—	—	—	—	—
Stock compensation expense	—	—	—	—	44	—	—	44	—	44
Other	—	—	—	—	3	—	—	3	—	3
Balance as of September 30, 2021	**—**	**$ —**	**114,673**	**$ —**	**$ 1,174**	**$ (79)**	**$ (79)**	**$ 1,016**	**$ —**	**$ 1,016**

See accompanying notes to condensed consolidated financial statements.

XPO Logistics, Inc.

Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. Organization, Description of Business and Basis of Presentation

XPO Logistics, Inc., together with its subsidiaries (“XPO” or “we”), 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, we achieved this primarily by providing less-than-truckload (“LTL”) and truck brokerage services. See Note 4—Segment Reporting for additional information on our operations.

2022 Strategic Plan

On March 8, 2022, we announced that our Board of Directors approved a strategic plan to pursue the spin-off of our tech-enabled brokered transportation platform as a publicly traded company, which we completed in November 2022. In addition, our Board of Directors authorized the planned divestitures of our North American intermodal operation, which we sold in March 2022, and our European business, which we intend to divest. For further information on the sale of intermodal, see Note 3—Divestiture. There can be no assurance that the divestiture of our European business will occur, or of the terms or timing of a transaction.

RXO Spin-Off

We completed the spin-off of our tech-enabled brokered transportation platform on November 1, 2022, which created a new public company, RXO, Inc. (“RXO”), comprised of our former services for truck brokerage, managed transportation, last mile and freight forwarding. The transaction is intended to be tax-free to XPO and our shareholders for U.S. federal income tax purposes. The spin-off was accomplished by the distribution of 100% of the outstanding common stock of RXO to XPO shareholders, creating a new, independent public company that began trading under the symbol “RXO” on the New York Stock Exchange. XPO shareholders received one share of RXO common stock for every share of XPO common stock held at the close of business on October 20, 2022, the record date for the distribution. XPO does not beneficially own any shares of RXO’s common stock following the spin-off. The historical results of operations and the financial position of RXO are included in the condensed consolidated financial statements in this Form 10-Q. The RXO businesses will not be consolidated in our reporting from November 1, 2022 forward, and such businesses will be reflected as discontinued operations in all periods prior to the spin-off.

In connection with the spin-off, we have entered into a separation and distribution agreement as well as various other agreements with RXO that provide a framework for the relationships between the parties going forward, including, among others, an employee matters agreement, a tax matters agreement, an intellectual property license agreement and a transition services agreement, through which XPO will provide certain services to RXO.

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, 2021 (the “2021 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 2021 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 nine months ended September 30, 2022 are not necessarily indicative of the results that may be expected for the year ending December 31, 2022.

Restricted Cash

As of September 30, 2022 and December 31, 2021, our restricted cash included in Other long-term assets on our Condensed Consolidated Balance Sheets was $10 million.

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 our securitization program. 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 $196 million as of September 30, 2022). As of September 30, 2022, €6 million (approximately $6 million) was available under the program, subject to having sufficient receivables available to sell and with consideration to amounts previously sold. The weighted average interest rate was 1.16% as of September 30, 2022. Charges for commitment fees, which are based on a percentage of available amounts, and charges for administrative fees were not material to our results of operations for the three and nine months ended September 30, 2022 and 2021.

Information related to the trade receivables sold was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2022	2021	2022	2021
Securitization programs				
Receivables sold in period	$ 418	$ 504	$ 1,323	$ 1,259
Cash consideration	418	504	1,323	1,259
Factoring programs				
Receivables sold in period	42	17	102	46
Cash consideration	42	17	102	46

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 September 30, 2022 and December 31, 2021 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 7—Derivative Instruments; and for further information on financial liabilities, see Note 8—Debt.

The fair value hierarchy of cash equivalents was as follows:

(In millions)	Carrying Value	Fair Value	Level 1
September 30, 2022	$ 502	$ 502	$ 502
December 31, 2021	181	181	181

Adoption of New Accounting Standard

In November 2021, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2021-10, "Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance." The ASU increases the transparency surrounding government assistance by requiring annual disclosure of: (i) the types of assistance received; (ii) an entity's accounting for the assistance; and (iii) the effect of the assistance on the entity's financial statements. We adopted this standard on January 1, 2022, on a prospective basis. The adoption did not have a material impact on our financial statement disclosures.

Accounting Pronouncement Issued but Not Yet Effective

In September 2022, the FASB issued ASU 2022-04, "Liabilities - Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations." The ASU increases the transparency surrounding supplier finance programs by requiring the buyer to disclose information on an annual basis about the key terms of the program, the outstanding obligation amounts as of the end of the period, a rollforward of such amounts, and the balance sheet presentation of the related amounts. Additionally, the obligation amount outstanding at the end of the period must be disclosed in interim periods. The amendments are effective for fiscal years beginning after December 15, 2022 except for the requirement to disclose the rollforward information, which is effective for fiscal years beginning after December 15, 2023. Early adoption is permitted. We are currently evaluating the impact of the new guidance, which is limited to financial statement disclosures.

In March 2020, the FASB issued ASU 2020-04, "Reference rate reform (Topic 848)—Facilitation of the effects of reference rate reform on financial reporting." The ASU provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform. The amendments apply only to contracts and hedging relationships that reference London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued due to reference rate reform. The amendments are elective and are effective upon issuance through December 31, 2022. We intend to apply this guidance if modifications of contracts that include LIBOR occur. Adoption of the standard is not expected to have a material impact on our consolidated financial statements.

2. Discontinued Operations

On August 2, 2021, we completed the spin-off of our logistics segment as GXO Logistics, Inc. ("GXO"). In connection with the spin-off, we received a cash distribution of $794 million, which we used to repay a portion of our outstanding borrowings. The historical results of our logistics segment are presented as discontinued operations in our Condensed Consolidated Financial Statements.

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

(In millions)	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2021
Revenue	$ 651	$ 4,350
Direct operating expense (exclusive of depreciation and amortization)	544	3,614
Sales, general and administrative expense	53	363
Depreciation and amortization expense	26	185
Transaction and other operating costs	59	101
Operating income (loss)	(31)	87
Other income	(4)	(27)
Interest expense	3	12
Income (loss) from discontinued operations before income tax provision	(30)	102
Income tax provision	48	80
Net income (loss) from discontinued operations, net of taxes	(78)	22
Net income from discontinued operations attributable to noncontrolling interests	—	(5)
Net income (loss) from discontinued operations attributable to GXO	$ (78)	$ 17

No costs related to the GXO spin-off were incurred for the three months ended September 30, 2022. For the nine months ended September 30, 2022, we incurred costs of approximately $4 million related to the GXO spin-off. For the three and nine months ended September 30, 2021, we incurred costs of approximately $68 million and $111 million, respectively, related to the GXO spin-off, of which $57 million and $96 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income (Loss).

In accordance with a separation and distribution agreement, GXO has agreed to indemnify XPO for payments XPO makes with respect to certain self-insurance matters that were incurred by the logistics segment prior to the spin-off and remain obligations of XPO. The receivable and accrued expense for these matters was approximately $17 million each as of September 30, 2022 and approximately $23 million and $21 million, respectively, as of December 31, 2021.

3. Divestiture

In March 2022, we sold intermodal for cash proceeds of approximately $705 million, net of cash disposed and subject to customary post-closing working capital adjustments that remain ongoing. We recorded a $450 million pre-tax gain on the sale, net of transaction costs, during the first quarter of 2022. During the second quarter of 2022, we recognized a working capital adjustment of $16 million, which reduced the gain initially recognized in the first quarter of 2022. We agreed to provide certain specified customary transition services for a period not exceeding 12 months from the sale. Intermodal generated revenue of $1.2 billion ($1.1 billion excluding intercompany transactions) and operating income of approximately $53 million for the year ended December 31, 2021. Intermodal was included in our Brokerage and Other Services segment through the date of the sale.

In conjunction with the RXO spin-off, and effective in the fourth quarter of 2022, the results of intermodal qualify to be accounted for as a discontinued operation because the sale was part of one strategic plan of disposal, and all periods prior to the date of the spin-off will be reflected as a discontinued operation.

4. Segment Reporting

Effective through September 30, 2022, we are organized into two reportable segments: (i) North American LTL; and (ii) Brokerage and Other Services.

In our asset-based North American LTL segment, we provide our customers with geographic density and day-definite regional, national and cross-border LTL freight services.

In our asset-light Brokerage and Other Services segment, our core truck brokerage business places shippers' freight with qualified independent carriers using our XPO Connect® technology platform. Truck brokerage is the largest component of the segment, which also includes complementary brokered transportation services for managed transportation, last mile and freight forwarding. In addition, our European business is reported in this segment, and intermodal was included in the segment through its date of sale in March 2022.

Some of our operating units provide services to our other operating units outside of their reportable segment. Billings for such services are based on negotiated rates and are reflected as revenues of the billing segment. We adjust these rates from time to time based on market conditions. We eliminate intersegment revenues and expenses in our consolidated results.

Corporate includes corporate headquarters costs for executive officers and certain legal and financial functions, and other costs and credits not attributed to our operating 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 net income from continuing operations attributable to common shareholders before debt extinguishment loss, interest expense, income tax, depreciation and amortization expense, gain on sale of business, litigation settlements for significant matters, transaction and integration costs, restructuring costs and other adjustments.

Selected financial data for our segments is as follows:

(in millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Revenue				
North American LTL	$ 1,204	$ 1,071	$ 3,548	$ 3,114
Brokerage and Other Services	1,921	2,261	6,420	6,493
Eliminations	(83)	(62)	(221)	(162)
Total	$ 3,042	$ 3,270	$ 9,747	$ 9,445
Adjusted EBITDA				
North American LTL	$ 258	$ 222	$ 757	$ 694
Brokerage and Other Services	123	131	439	386
Corporate	(29)	(46)	(118)	(164)
Total adjusted EBITDA	352	307	1,078	916
Less:				
Debt extinguishment loss	—	46	26	54
Interest expense	35	53	103	176
Income tax provision	34	11	194	60
Depreciation and amortization expense	118	118	349	357
Unrealized loss on foreign currency option and forward contracts	—	—	—	1
Gain on sale of business	—	—	(434)	—
Litigation settlements	—	29	—	29
Transaction and integration costs [1]	25	15	60	26
Restructuring costs [2]	9	14	19	16
Net income from continuing operations attributable to common shareholders	$ 131	$ 21	$ 761	$ 197
Depreciation and amortization expense				
North American LTL	$ 60	$ 57	$ 175	$ 169
Brokerage and Other Services	54	60	168	180
Corporate	4	1	6	8
Total	$ 118	$ 118	$ 349	$ 357

(1) Transaction and integration costs for the periods ended September 30, 2022 and 2021 are primarily comprised of third-party professional fees related to strategic initiatives, including the spin-offs and other divestment activities, as well as retention awards paid to certain employees. Transaction and integration costs for the three months ended September 30, 2022 and 2021 include $— million and $1 million, respectively, related to our North American LTL segment, $3 million and $5 million, respectively, related to our Brokerage and Other Services segment and $22 million and $9 million, respectively, related to Corporate. Transaction and integration costs for the nine months ended September 30, 2022 and 2021 include $2 million and $1 million, respectively, related to our North American LTL segment, $6 million and $8 million, respectively, related to our Brokerage and Other Services segment and $52 million and $17 million, respectively, related to Corporate.

(2) See Note 6— Restructuring Charges for further information on our restructuring actions.

In connection with the RXO spin-off, and effective in the fourth quarter of 2022, we will revise our reportable segments to reflect our new internal organization.

5. Revenue Recognition

Disaggregation of Revenues

We disaggregate our revenue by geographic area and service offering. Our revenue disaggregated by geographical area, based on sales office location, was as follows:

	Three Months Ended September 30, 2022			
(In millions)	North American LTL	Brokerage and Other Services	Eliminations	Total
Revenue				
United States	$ 1,178	$ 1,079	$ (83)	$ 2,174
North America (excluding United States)	26	90	—	116
France	—	313	—	313
United Kingdom	—	217	—	217
Europe (excluding France and United Kingdom)	—	212	—	212
Other	—	10	—	10
Total	$ 1,204	$ 1,921	$ (83)	$ 3,042

	Three Months Ended September 30, 2021			
(In millions)	North American LTL	Brokerage and Other Services	Eliminations	Total
Revenue				
United States	$ 1,049	$ 1,384	$ (62)	$ 2,371
North America (excluding United States)	22	73	—	95
France	—	330	—	330
United Kingdom	—	224	—	224
Europe (excluding France and United Kingdom)	—	199	—	199
Other	—	51	—	51
Total	$ 1,071	$ 2,261	$ (62)	$ 3,270

	Nine Months Ended September 30, 2022			
(In millions)	North American LTL	Brokerage and Other Services	Eliminations	Total
Revenue				
United States	$ 3,472	$ 3,739	$ (221)	$ 6,990
North America (excluding United States)	76	293	—	369
France	—	1,017	—	1,017
United Kingdom	—	666	—	666
Europe (excluding France and United Kingdom)	—	653	—	653
Other	—	52	—	52
Total	$ 3,548	$ 6,420	$ (221)	$ 9,747

(In millions)	Nine Months Ended September 30, 2021 North American LTL	Brokerage and Other Services	Eliminations	Total
Revenue				
United States	$ 3,046	$ 3,881	$ (162)	$ 6,765
North America (excluding United States)	68	212	—	280
France	—	1,024	—	1,024
United Kingdom	—	655	—	655
Europe (excluding France and United Kingdom)	—	627	—	627
Other	—	94	—	94
Total	$ 3,114	$ 6,493	$ (162)	$ 9,445

Our revenue disaggregated by service offering was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2022	2021	2022	2021
North America				
LTL [(1)]	$ 1,250	$ 1,091	$ 3,658	$ 3,165
Truck brokerage	686	700	2,265	1,903
Last mile	264	250	784	765
Other brokerage [(2)]	186	547	936	1,486
Total North America	2,386	2,588	7,643	7,319
Europe	741	757	2,335	2,311
Eliminations	(85)	(75)	(231)	(185)
Total	$ 3,042	$ 3,270	$ 9,747	$ 9,445

(1) LTL revenue is before intercompany eliminations and includes revenue from our trailer manufacturing business.

(2) Other brokerage includes expedite, freight forwarding and managed transportation services, and intermodal through its date of sale in March 2022. For further information, see Note 3—Divestiture. Freight forwarding includes operations conducted outside of North America but managed by our North American entities.

Performance Obligations

Remaining performance obligations represent firm contracts for which services have not been performed and future revenue recognition is expected. As permitted in determining the remaining performance obligation, we omit obligations that: (i) have original expected durations of one year or less; or (ii) contain variable consideration. On September 30, 2022, the fixed consideration component of our remaining performance obligation was approximately $151 million, and we expect approximately 91% of that amount to be recognized over the next three years and the remainder thereafter. We estimate remaining performance obligations at a point in time; actual amounts may differ from these estimates due to changes in foreign currency exchange rates and contract revisions or terminations.

6. Restructuring Charges

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

Our restructuring-related activity was as follows:

(In millions)	Reserve Balance as of December 31, 2021	Nine Months Ended September 30, 2022			Reserve Balance as of September 30, 2022
		Charges Incurred	Payments	Foreign Exchange and Other	
Severance					
North American LTL	$ —	$ 2	$ —	$ —	$ 2
Brokerage and Other Services	6	6	(9)	(1)	2
Corporate	7	6	(6)	—	7
Total severance	13	14	(15)	(1)	11
Facilities					
Brokerage and Other Services	2	1	(1)	—	2
Total facilities	2	1	(1)	—	2
Contract termination					
North American LTL	—	3	(3)	—	—
Brokerage and Other Services	—	1	—	—	1
Total contract termination	—	4	(3)	—	1
Total	$ 15	$ 19	$ (19)	$ (1)	$ 14

We expect that the majority of the cash outlays related to the charges incurred in the first nine months of 2022 will be completed within 12 months.

7. 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:

	September 30, 2022				
		Derivative Assets		Derivative Liabilities	
(In millions)	Notional Amount	Balance Sheet Caption	Fair Value	Balance Sheet Caption	Fair Value
Derivatives designated as hedges					
Cross-currency swap agreements	$ 332	Other current assets	$ 18	Other current liabilities	$ —
Cross-currency swap agreements	79	Other long-term assets	10	Other long-term liabilities	—
Interest rate swaps	2,003	Other current assets	6	Other current liabilities	—
Total			$ 34		$ —

(In millions)	Notional Amount	Derivative Assets: Balance Sheet Caption	Derivative Assets: Fair Value	Derivative Liabilities: Balance Sheet Caption	Derivative Liabilities: Fair Value
	December 31, 2021				
Derivatives designated as hedges					
Cross-currency swap agreements	$ 362	Other current assets	$ —	Other current liabilities	$ (4)
Cross-currency swap agreements	110	Other long-term assets	—	Other long-term liabilities	—
Interest rate swaps	2,003	Other current assets	—	Other current liabilities	—
Total			$ —		$ (4)

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 (Loss) was as follows:

	Amount of Gain Recognized in Other Comprehensive Loss on Derivatives		Amount of Gain Reclassified from AOCI into Net Income (Loss)		Amount of Gain Recognized in Income on Derivative (Amount Excluded from Effectiveness Testing)	
	Three Months Ended September 30,					
(In millions)	2022	2021	2022	2021	2022	2021
Derivatives designated as cash flow hedges						
Cross-currency swap agreements	$ —	$ —	$ —	$ 3	$ —	$ —
Derivatives designated as net investment hedges						
Cross-currency swap agreements	25	41	—	—	1	1
Total	$ 25	$ 41	$ —	$ 3	$ 1	$ 1

	Amount of Gain Recognized in Other Comprehensive 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)	
	Nine Months Ended September 30,					
(In millions)	2022	2021	2022	2021	2022	2021
Derivatives designated as cash flow hedges						
Cross-currency swap agreements	$ —	$ 4	$ —	$ 7	$ —	$ —
Interest rate swaps	5	—	—	—	—	—
Derivatives designated as net investment hedges						
Cross-currency swap agreements	62	76	—	—	5	6
Total	$ 67	$ 80	$ —	$ 7	$ 5	$ 6

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, either on a quarterly or semi-annual basis, from the counterparties based on USD fixed interest rates, and we will pay interest, also on a quarterly or semi-annual basis, to the counterparties based on EUR fixed interest rates. At maturity, we will repay the original principal amount in EUR and receive the principal amount in USD. These agreements expire at various dates through 2024.

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

During the first nine months of 2022, we received approximately $29 million related to the settlement of certain cross currency swaps that matured during the period. The fair value adjustments related to these swaps remain in AOCI and partially offset foreign currency translation adjustment losses on our net investments in foreign subsidiaries. The proceeds were included in Cash flows from investing activities of continuing operations on our Condensed Consolidated Statements of Cash Flows.

Prior to the spin-off of GXO in 2021, we held cross-currency swap agreements to manage the related foreign currency exposure from intercompany loans. We designated these cross-currency swaps as qualifying hedging instruments and accounted for them as cash flow hedges. Gains and losses resulting from the change in the fair value of the cross-currency swaps was initially recognized in AOCI and reclassified to Other income on our Condensed Consolidated Statements of Income (Loss) to offset the foreign exchange impact in earnings created by settling intercompany loans. Cash flows related to these cash flow hedges was included in Cash flows from operating activities of continuing operations on our Condensed Consolidated Statements of Cash Flows. These swaps were re-designated as net investment hedges in the third quarter of 2021.

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 in the fourth quarter of 2022.

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.

8. Debt

	September 30, 2022		December 31, 2021	
(In millions)	Principal Balance	Carrying Value	Principal Balance	Carrying Value
Term loan facility	$ 2,003	$ 1,978	$ 2,003	$ 1,977
6.25% senior notes due 2025	520	517	1,150	1,141
6.70% senior debentures due 2034	300	216	300	214
Finance leases, asset financing and other	197	197	240	240
Total debt	3,020	2,908	3,693	3,572
Short-term borrowings and current maturities of long-term debt	60	60	58	58
Long-term debt	$ 2,960	$ 2,848	$ 3,635	$ 3,514

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

(In millions)	Fair Value	Level 1	Level 2
September 30, 2022	$ 2,944	$ 808	$ 2,136
December 31, 2021	3,811	1,571	2,240

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. The fair value of the asset financing arrangements approximates carrying value as the debt is primarily issued at a floating rate, the debt may be prepaid at any time at par without penalty, and the remaining life of the debt is short-term in nature.

ABL Facility

As of September 30, 2022, our borrowing base was $1 billion and our availability under our revolving loan credit agreement (the "ABL Facility") was $996 million after considering outstanding letters of credit of $4 million. As of September 30, 2022, we were in compliance with the ABL Facility's financial covenants. In connection with the spin-off, effective November 4, 2022, the commitments under the ABL Facility will automatically be reduced from $1 billion to $600 million with no further action by any of the parties thereto. Adjusting for this reduction of commitments and the borrowing base, our total liquidity of $1.5 billion as of September 30, 2022 would have been $1.0 billion.

Letters of Credit Facility

As of September 30, 2022, we had issued $185 million in aggregate face amount of letters of credit under our $200 million uncommitted secured evergreen letter of credit facility.

Term Loan Facility

In the first quarter of 2021, we amended our Term Loan Credit Agreement and recorded a debt extinguishment loss of $3 million in the first nine months of 2021. The interest rate on our term loan facility was 4.38% as of September 30, 2022.

Senior Notes Due 2025

In April 2022, we redeemed $630 million of the then $1.15 billion outstanding principal amount of our 6.25% senior notes due 2025 ("Senior Notes due 2025"). The redemption price for the notes was 100% of the principal amount plus a premium, as defined in the indenture, of approximately $21 million and accrued and unpaid interest. We paid for the redemption using available liquidity. We recorded a debt extinguishment loss of $26 million in the first nine months of 2022 due to this redemption. In October 2022, we commenced a tender offer to purchase for cash any and all of our outstanding Senior Notes due 2025. See Note 12—Subsequent Events for more information.

Senior Notes Due 2023 and 2024

In the third quarter of 2021, we redeemed our outstanding 6.125% senior notes due 2023 ("Senior Notes due 2023") and our outstanding 6.75% senior notes due 2024 ("Senior Notes due 2024"). The redemption price for the Senior Notes due 2023 was 100.0% of the principal amount, plus accrued and unpaid interest and the redemption price for the Senior Notes due 2024 was 103.375% of the principle amount, plus accrued and unpaid interest. We paid for the redemption using approximately $794 million of cash received from GXO, proceeds from an equity offering described in Note 9—Stockholders' Equity and available cash. We recorded debt extinguishment losses in the third quarter of 2021 of $3 million and $43 million related to the redemption of the Senior Notes due 2023 and Senior Notes due 2024, respectively.

Senior Notes Due 2022

In the first quarter of 2021, we redeemed our outstanding 6.50% senior notes due 2022. The redemption price for the notes was 100% of the principal amount, plus accrued and unpaid interest. We paid for the redemption with available cash. We recorded a debt extinguishment loss of $5 million in the first nine months of 2021 due to this redemption.

9. Stockholders' Equity

Share Issuance

In July 2021, we completed a registered underwritten offering of 5.0 million shares of our common stock at a public offering price of $138.00 per share, plus an additional 750,000 shares of our common stock through an option granted to underwriters. Of the 5.0 million shares, we offered 2.5 million shares directly and 2.5 million shares were offered by Jacobs Private Equity, LLC ("JPE"), an entity controlled by the Company's former chief executive officer and current executive chairman. The additional 750,000 purchased shares were also split equally between us and JPE. We received approximately $384 million of proceeds, net of fees and expenses, from the sale of the shares and used them to repay a portion of our outstanding borrowings and for general corporate purposes. XPO did not receive any proceeds from the sale of shares by JPE.

Series A Convertible Perpetual Preferred Stock and Warrants

Commencing in the fourth quarter of 2020, holders of our convertible preferred stock and warrants exchanged their holdings for our common stock or a combination of our common stock and cash. These exchanges were intended to simplify our equity capital structure, including in contemplation of the spin-off of our logistics segment. In the first quarter of 2021, 975 preferred shares were exchanged, and we issued approximately 139 thousand shares of common stock. In the second quarter of 2021, the remaining 40 preferred shares were exchanged, and we issued 5,714 shares of common stock. With respect to the warrants, in the first quarter of 2021, 9.8 million warrants were exchanged, and we issued 9.2 million shares of common stock. The warrants exchanged included holdings of JPE. Subsequent to the exchange in the second quarter of 2021, there are no shares of preferred stock or warrants outstanding.

Share Repurchases

In February 2019, our Board of Directors authorized repurchases of up to $1.5 billion of our common stock. Our share repurchase authorization permits us to purchase shares in both the open market and in private transactions, with the timing and number of shares dependent on a variety of factors, including price, general business conditions, market conditions, alternative investment opportunities and funding considerations. We are not obligated to repurchase any specific number of shares and may suspend or discontinue the program at any time.

There have been no share repurchases since the first quarter of 2020. Our remaining share repurchase authorization was $503 million as of September 30, 2022.

10. Earnings (Loss) per Share

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

(In millions, except per share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net income from continuing operations attributable to common shares	$ 131	$ 21	$ 761	$ 197
Net income (loss) from discontinued operations, net of amounts attributable to noncontrolling interest	—	(78)	(1)	17
Net income (loss) attributable to common shares, basic	$ 131	$ (57)	$ 760	$ 214
Basic weighted-average common shares	115	115	115	111
Dilutive effect of stock-based awards and warrants	1	1	1	3
Diluted weighted-average common shares	116	116	116	114
Basic earnings from continuing operations per share	$ 1.14	$ 0.19	$ 6.62	$ 1.78
Basic earnings (loss) from discontinued operations per share	—	(0.69)	(0.01)	0.15
Basic earnings (loss) per share	$ 1.14	$ (0.50)	$ 6.61	$ 1.93
Diluted earnings from continuing operations per share	$ 1.13	$ 0.19	$ 6.58	$ 1.73
Diluted earnings (loss) from discontinued operations per share	—	(0.68)	(0.01)	0.14
Diluted earnings (loss) per share	$ 1.13	$ (0.49)	$ 6.57	$ 1.87

11. Commitments and Contingencies

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

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

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

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

As of October 31, 2022, the company's last mile subsidiary was involved in several class action and collective action cases involving claims that the contract carriers with which it contracted for performance of delivery services, or their delivery workers, should be treated as employees, rather than independent contractors ("misclassification claims"). The misclassification claims pertained solely to the company's last mile services, which operated as a wholly owned subsidiary of the company until the spin-off of RXO was completed. As of November 1, 2022, pursuant to the Separation and Distribution Agreement between the company and RXO, the liabilities of the company's last mile subsidiary, including legal liabilities, if any, related to the misclassification claims, were spun-off as part of RXO. Pursuant to the Separation and Distribution Agreement, RXO has agreed to indemnify the company for certain matters relating to RXO, including indemnifying the company from and against any liabilities, damages, costs, or expenses incurred by the company arising out of or resulting from the misclassification claims described above.

Shareholder Litigation

On December 14, 2018, a putative class action captioned *Labul v. XPO Logistics, Inc. et al.* was filed in the U.S. District Court for the District of Connecticut against us and some of our current and former executives, alleging violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder, and Section 20(a) of the Exchange Act. On March 19, 2021, the Court dismissed the complaint with prejudice, and on June 30, 2022, the U.S. Court of Appeals for the Second Circuit affirmed the dismissal. The case is now concluded.

Also, on May 13, 2019, Adriana Jez filed a purported shareholder derivative action captioned *Jez v. Jacobs, et al.*, (the "Jez complaint") in the U.S. District Court for the District of Delaware, alleging breaches of fiduciary duty, unjust enrichment, waste of corporate assets, and violations of the Exchange Act against some of our current and former directors and officers, with the company as a nominal defendant. The Jez complaint was later consolidated with similar derivative complaints. On July 26, 2022, the Court issued an order dismissing the consolidated derivative complaints with prejudice. The case is now concluded.

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 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 of 2021, the matter was remanded to the trial court for further proceedings consistent with the Oregon Supreme Court's decision. There is no date yet set for the next stages of the proceeding. The parties have filed cross-motions for summary judgment concerning the interpretation of certain of the fronting policies, which are yet to be decided. Following summary judgment, we anticipate a jury trial on the pollution exclusion, then a bench trial on allocation of defense costs among the subject insurance policies. We have accrued an immaterial amount for the potential exposure associated with Centron in the bench trial regarding allocation. As any losses that may arise in connection with the fronting policies issued by defendant insurers ACE, Westport, and General are not reasonably estimable at this time, no liability has been accrued in the accompanying interim consolidated financial statements for those potential exposures.

California Environmental Matters

In August 2022, the company received a letter from the San Bernardino County District Attorney's Office, written in cooperation with certain other California District Attorneys and the Los Angeles City Attorney, notifying the company of an investigation into alleged violations with respect to underground storage tanks, hazardous materials, and hazardous waste in California, and offering a meeting. On October 20, 2022, the company met with the County Attorneys and the Los Angeles City Attorney. We are assessing the allegations and the underlying facts. No discussion of potential monetary sanctions or settlement amount has occurred to date, nor can we reasonably estimate potential costs at this time.

12. Subsequent Events

As described in Note 1—Organization, Description of Business and Basis of Presentation, on November 1, 2022, we completed the spin-off of our tech-enabled brokered transportation platform into an independent public company, RXO, in a transaction intended to be tax-free to XPO and our shareholders for U.S. federal income tax purposes.

RXO Debt

In preparation for the spin-off, in October 2022, a wholly-owned subsidiary of XPO that merged with and into RXO substantially concurrent with the consummation of the spin-off, completed an offering of $355 million aggregate principal amount of notes due 2027 (the "RXO Notes"). The RXO Notes bear interest at a rate of 7.50% per annum payable semiannually in cash in arrears on May 15 and November 15 of each year, beginning May 15, 2023, and mature on November 15, 2027. They were issued at an issue price of 98.962% of par.

In addition to the RXO Notes, RXO entered into a term loan facility that provides $100 million in aggregate principal amount of term loans (the "RXO Term Loan") and a revolving credit facility that provides $500 million in aggregate commitments.

The net proceeds (including any interest thereon) from the issuance of the RXO Notes and incurrence of the RXO Term Loan, together with RXO's cash and cash equivalents on hand, were used to fund a cash distribution of approximately $488 million to XPO in October 2022, which we intend to use to repay existing indebtedness and fund any related fees and expenses prior to the 12-month anniversary of the distribution. As the spin-off has been consummated, the RXO Notes, the RXO Term Loan and RXO's revolving credit facility are direct obligations of RXO.

Debt Tender Offer

In October 2022, we commenced a tender offer to purchase for cash any and all of our outstanding Senior Notes due 2025, which had a principal balance outstanding of $520 million as of September 30, 2022. The tender offer will expire on November 17, 2022, unless extended or earlier terminated by XPO.

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 results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include those discussed below and the risks discussed in the company's other filings with the Securities and Exchange Commission (the "SEC"). All forward-looking statements set forth in this Quarterly Report are qualified by these cautionary statements, and there can be no assurance that the actual results or developments anticipated by the company will be realized or, even if substantially realized, that they will have the expected consequence to or effects on the company or its business or operations. The following discussion should be read in conjunction with the company's unaudited Condensed Consolidated Financial Statements and related notes thereto included elsewhere in this Quarterly Report, and with the audited consolidated financial statements and related notes thereto included in the 2021 Form 10-K. Forward-looking statements set forth in this Quarterly Report 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 Logistics, Inc., together with its subsidiaries ("XPO," or "we"), 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, we achieved this primarily by providing less-than-truckload ("LTL") and truck brokerage services until November 1, 2022, when we completed the spin-off of our brokered transportation platform. The spin-off resulted in LTL being XPO's sole business in North America, and created a new public company, RXO, Inc. ("RXO"), comprised of our former services for truck brokerage, managed transportation, last mile and freight forwarding.

In the first nine months of 2022, our company had two reportable segments — (i) North American LTL and (ii) Brokerage and Other Services — and within each segment, we were a leading provider operating in vast, fragmented transportation sectors with growing penetration, and with company-specific avenues for value creation. As of September 30, 2022, we had approximately 44,000 employees and 748 locations in 20 countries serving approximately 50,000 multinational, national, regional and local customers.

2022 Strategic Plan

On March 8, 2022, we announced that our Board of Directors approved a strategic plan to pursue the spin-off of our tech-enabled brokered transportation platform as a publicly traded company, which we completed in November 2022. In addition, our Board of Directors authorized the planned divestitures of our North American intermodal operation, which we sold in March 2022, and our European business, which we intend to divest. There can be no assurance that the divestiture of our European business will occur, or of the terms or timing of a transaction.

RXO Spin-Off

We completed the spin-off of RXO on November 1, 2022 in a transaction intended to be tax-free to XPO and our shareholders for U.S. federal income tax purposes. The spin-off was accomplished by the distribution of 100% of the outstanding common stock of RXO to XPO shareholders, creating a new, independent public company that began trading under the symbol "RXO" on the New York Stock Exchange. The historical results of operations and the financial position of RXO are included in the condensed consolidated financial statements in this Form 10-Q. The RXO businesses will not be consolidated in our reporting from November 1, 2022 forward, and such businesses will be reflected as discontinued operations in all periods prior to the spin-off. Additionally, effective in the fourth quarter of 2022, we will revise our reportable segments to reflect our new internal organization.

In connection with the spin-off, we have entered into a separation and distribution agreement, as well as various other agreements with RXO that provide a framework for the relationships between the parties going forward, including, among others, an employee matters agreement, a tax matters agreement, an intellectual property license agreement and a transition services agreement, through which XPO will provide certain services to RXO.

Divestiture of Intermodal

In March 2022, we sold intermodal for cash proceeds of approximately $705 million, net of cash disposed and subject to customary post-closing working capital adjustments that remain ongoing. We recorded a $450 million pre-tax gain on the sale, net of transaction costs, during the first quarter of 2022. During the second quarter of 2022, we recognized a working capital adjustment of $16 million, which reduced the gain initially recognized in the first quarter of 2022. We agreed to provide certain specified customary transition services for a period not exceeding 12 months from the sale. Intermodal was included in our Brokerage and Other Services segment through the date of the sale.

In conjunction with the RXO spin-off, and effective in the fourth quarter of 2022, the results of intermodal qualify to be accounted for as a discontinued operation because the sale was part of one strategic plan of disposal, and all periods prior to the date of the spin-off will be reflected as a discontinued operation. For further information on the sale of intermodal, see Note 3—Divestiture.

2021 Spin-Off of the Logistics Segment

On August 2, 2021, we completed the spin-off of our logistics segment as GXO Logistics, Inc. ("GXO"). The historical results of our logistics segment are presented as discontinued operations in our Condensed Consolidated Financial Statements. For information on our discontinued operations, see Note 2—Discontinued Operations.

No costs related to the GXO spin-off were incurred for the three months ended September 30, 2022. For the nine months ended September 30, 2022, we incurred costs of approximately $4 million related to the GXO spin-off. For the three and nine months ended September 30, 2021, we incurred costs of approximately $68 million and $111 million, respectively, related to the GXO spin-off, of which $57 million and $96 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income (Loss).

North American Less-Than-Truckload Segment

XPO has one of the largest networks of tractors, trailers and terminals in the North American LTL industry, with approximately 8% share of a $51 billion U.S. market. LTL in North America is a growing industry providing a critical service to the economy, with favorable pricing dynamics and a stable competitive landscape.

We serve approximately 25,000 customers with geographic density and day-definite regional, national and cross-border services that reach approximately 99% of U.S. zip codes, as well as cross-border service to Mexico, Canada and the Caribbean. Our capacity gives us the ability to manage large freight volumes efficiently and balance our network to leverage fixed costs. XPO delivered approximately 18 billion pounds of freight for the trailing 12 months through September 30, 2022.

Importantly, our LTL business historically has generated a high return on invested capital and robust free cash flow. This allows us to invest in ongoing development of our proprietary technology and numerous other growth and optimization initiatives. We are managing the business to specific objectives, such as high customer service scores for on-time delivery and damage-free freight, the insourcing of more linehaul miles from third-party transportation

providers as we add more capacity, and the addition of 900 net new doors to our network by year-end 2023, from an October 2021 baseline. As of September 30, 2022, we had added five terminals to our network, representing 369 net new doors.

Additionally, we are continuing to execute on a host of idiosyncratic initiatives that are specific to XPO and independent of the macroeconomic environment. The ongoing deployment of our proprietary LTL technology encompasses multiple levers for value creation, such as pricing optimization, cost modeling by customer and lane, and piece-level tracking.

As other examples, we added a second production line at our in-house trailer manufacturing facility in January and expect to double our output run-rate. We are also investing in training more drivers at our 130 in-house commercial driver schools, and expect to train approximately 1,700 drivers this year. Our trailer manufacturing and our expansive footprint of driver schools are unique, self-reliant capabilities that address equipment constraints and the driver shortage, and are largely independent of macroeconomic conditions.

Specific to our technology, we believe we have a large opportunity to further improve the profitability of our LTL network through innovation, beyond the large gain in operating margin achieved to date. We use intelligent route-building to move LTL freight across North America, and proprietary visualization tools to help reduce the cost of pickups and deliveries. Our XPO Smart® productivity tools are installed in our cross-dock operations, and our new piece-level tracking tool increases visibility of a shipment at the per-pallet level, with positive impacts to trailer loading, dock planning and shortage claims. Our largest opportunity is related to our proprietary pricing technology, which includes automated, dynamic pricing for local accounts and a new pricing platform utilized by our pricing experts for larger accounts.

Brokerage and Other Services Segment

Prior to the completion of the RXO spin-off, XPO was the fourth largest truckload transportation broker in the U.S. Our asset-light truck brokerage business places shippers' freight with qualified independent carriers using our XPO Connect® technology platform. We price this service on either a contract or a spot basis, and we operate with a variable cost structure that adjusts quickly to market changes. We derive our revenue from diversified industry verticals, and we have many long-standing, blue-chip customer relationships — on average, our top 10 customers have a 16-year tenure with us.

Our truck brokerage business has a long track record of generating top-line growth and margin expansion, a high return on invested capital and strong free cash flow. In 2022, notable factors driving our performance included our access to massive truckload capacity for shippers through our carrier relationships, strong management expertise, company-specific avenues for value creation led by our cutting-edge technology, and favorable industry tailwinds.

Broker penetration of for-hire truckload transportation has doubled in the last 15 years, and is still less than 25%. We have approximately 4% share of the $88 billion U.S. brokered truckload industry, giving us a long runway for revenue growth — the total addressable for-hire truckload opportunity in 2021 was estimated to be approximately $400 billion. Demand for truckload capacity in the e-commerce and omnichannel retail sectors continues to be robust, and more and more shippers are outsourcing to brokers, while increasingly preferring brokers like XPO that offer digital capabilities.

As of September 30, 2022, we had relationships with approximately 108,000 independent truckload carriers in North America, representing more than one and a half million trucks. These relationships enable us to serve high demand without taking on high fixed costs. Even though we don't own the trucks or employ the drivers that transport our customers' freight, shippers view us as a highly reliable core carrier due to our operational excellence and capacity resources.

Our XPO Connect® brokerage platform is another major differentiator for our business, together with our pricing technology, which we believe can unlock incremental profitable growth well beyond our current levels. We bring together seasoned transportation experts and master technologists to transform truck brokerage through digitization, making the process more productive for shippers, carriers and our company. As of September 30, 2022, cumulative truck driver downloads of the mobile app for XPO Connect® approximated 850,000.

The impact of XPO Connect® is pervasive throughout our brokerage operations. As of September 30, 2022, approximately 80% of our truck brokerage orders in North America were created or covered digitally. From 2013 through 2021, the compound annual growth rate ("CAGR") of our truck brokerage revenue was 27.4% — approximately three times the U.S. brokered truckload industry CAGR of 9.6% — in part because larger customers communicate digitally with XPO Connect® through APIs and other integrations, and our automation makes our brokerage team more efficient at tendering loads.

Our Brokerage and Other Services segment also includes asset-light, complementary brokered services for managed transportation, including expedited ground and air charter capabilities, last mile for heavy goods and freight forwarding, all of which use our technology. Our European business is also reported within this segment.

Technology and Sustainability

Our proprietary technology is a major competitive advantage for us across our service lines. Our company has been investing in transportation automation, data science and digitization for more than a decade, well ahead of the industry curve, to innovate how goods move through supply chains. We believe that we are well-positioned to satisfy customer demands for faster, more efficient supply chains with greater visibility, while enhancing revenue and profitability.

Importantly, our technology also helps our company meet its environmental, social and governance ("ESG") goals, such as a reduction in the carbon footprint of certain supply chain operations, and can help our customers meet their own goals. For a detailed discussion of our philosophy relating to innovation and ESG matters, see the Company Overview included in our 2021 Form 10-K, as well as our current Sustainability Report at sustainability.xpo.com.

Impacts of Notable External Conditions

As a leading provider of freight transportation services, our business can be impacted to varying degrees by factors beyond our control. The COVID-19 virus that emerged in 2020 affected, and may continue to affect, economic activity broadly and customer sectors served by our industry. Labor shortages, particularly a shortage of truck drivers and dockworkers, and equipment shortages continue to present challenges to many transportation-related industries. Additionally, disruptions in supply chains for industrial materials and supplies, such as semiconductor chips, have impacted some of the end-market activities that create demand for our services. We cannot predict how long these dynamics will last, or whether future challenges, if any, will adversely affect our results of operations. To date, the totality of the actions we have taken during the pandemic, and continue to take in the recovery, have mitigated the impact on our profitability relative to the impact on our revenue and volumes, while our strong liquidity and disciplined capital management enable us to continue to invest in growth initiatives.

Additionally, economic inflation can have a negative impact on our operating costs. A prolonged period of inflation could cause interest rates, fuel, wages and other costs to continue to increase, which would adversely affect our results of operations unless our pricing to our customers correspondingly increases. For the three and nine months ended September 30, 2022, a combination of growing demand for freight transportation services, the ongoing truck driver shortage and rising fuel prices resulted in higher transportation procurement costs; these costs were offset by mechanisms in our customer contracts, including fuel surcharge clauses and general rate increases. An economic recession could depress customer demand for transportation services and adversely affect our results of operations.

Regarding the war between Russia and Ukraine, we have no direct exposure to those geographies. We cannot predict how global supply chain activities or the economy at large may be impacted by a prolonged war in Ukraine or sanctions imposed in response to the war, or whether future conflicts, if any, may adversely affect our results of operations.

Consolidated Summary Financial Table

(Dollars in millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Percent of Revenue 2022	Percent of Revenue 2021	Change 2022 vs. 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021	Percent of Revenue 2022	Percent of Revenue 2021	Change 2022 vs. 2021
Revenue	$ 3,042	$ 3,270	100.0 %	100.0 %	(7.0)%	$ 9,747	$ 9,445	100.0 %	100.0 %	3.2 %
Cost of transportation and services (exclusive of depreciation and amortization)	2,044	2,306	67.2 %	70.5 %	(11.4)%	6,634	6,545	68.1 %	69.3 %	1.4 %
Direct operating expense (exclusive of depreciation and amortization)	363	366	11.9 %	11.2 %	(0.8)%	1,113	1,058	11.4 %	11.2 %	5.2 %
Sales, general and administrative expense	298	339	9.8 %	10.4 %	(12.1)%	966	1,001	9.9 %	10.6 %	(3.5)%
Depreciation and amortization expense	118	118	3.9 %	3.6 %	— %	349	357	3.6 %	3.8 %	(2.2)%
Gain on sale of business	—	—	— %	— %	— %	(434)	—	(4.5)%	— %	NM
Transaction and integration costs	25	15	0.8 %	0.5 %	66.7 %	60	26	0.6 %	0.3 %	130.8 %
Restructuring costs	9	14	0.3 %	0.4 %	(35.7)%	19	16	0.2 %	0.2 %	18.8 %
Operating income	185	112	6.1 %	3.4 %	65.2 %	1,040	442	10.7 %	4.7 %	135.3 %
Other income	(15)	(19)	(0.5)%	(0.6)%	(21.1)%	(44)	(45)	(0.5)%	(0.5)%	(2.2)%
Debt extinguishment loss	—	46	— %	1.4 %	NM	26	54	0.3 %	0.6 %	(51.9)%
Interest expense	35	53	1.2 %	1.6 %	(34.0)%	103	176	1.1 %	1.9 %	(41.5)%
Income from continuing operations before income tax provision	165	32	5.4 %	1.0 %	415.6 %	955	257	9.8 %	2.7 %	271.6 %
Income tax provision	34	11	1.1 %	0.3 %	209.1 %	194	60	2.0 %	0.6 %	223.3 %
Income from continuing operations	131	21	4.3 %	0.6 %	523.8 %	761	197	7.8 %	2.1 %	286.3 %
Income (loss) from discontinued operations, net of taxes	—	(78)	— %	(2.4)%	NM	(1)	22	— %	0.2 %	NM
Net income (loss)	$ 131	$ (57)	4.3 %	(1.7)%	NM	$ 760	$ 219	7.8 %	2.3 %	247.0 %

NM - Not meaningful

Three and Nine Months Ended September 30, 2022, Compared with Three and Nine Months Ended September 30, 2021

Revenue for the third quarter of 2022 decreased 7.0% to $3.0 billion, compared with the same quarter in 2021. Revenue for the first nine months of 2022 increased 3.2% to $9.7 billion, compared with the same period in 2021. The decrease in revenue in the third quarter of 2022 compared to the same period in 2021 reflects the sale of intermodal in March 2022, partially offset by growth in our LTL segment, which includes the impact of increased revenue from fuel surcharges. Revenue in the first nine months of 2022 compared to the same period in 2021 reflects growth in our LTL segment and our North American truck brokerage operation, partially offset by the sale of intermodal. The sale of intermodal reduced revenue growth by approximately 9.5 percentage points in the third quarter of 2022 and 5.1 percentage points in the first nine months of 2022. Additionally, foreign currency movement reduced revenue by approximately 2.6 percentage points in the third quarter of 2022 and 2.0 percentage points in the first nine months of 2022.

Cost of transportation and services (exclusive of depreciation and amortization) includes the cost of providing or procuring freight transportation for XPO customers and salaries paid to employee drivers in our LTL and truck brokerage businesses.

Cost of transportation and services (exclusive of depreciation and amortization) for the third quarter of 2022 was $2.0 billion, or 67.2% of revenue, compared with $2.3 billion, or 70.5% of revenue, for the same quarter in 2021. Cost of transportation and services (exclusive of depreciation and amortization) for the first nine months of 2022 was $6.6 billion, or 68.1% of revenue, compared with $6.5 billion, or 69.3% of revenue, for the same period in 2021. The year-over-year decrease as a percentage of revenue in both periods reflects the sale of intermodal. Additionally impacting the decrease as a percentage of revenue in both periods were lower third-party transportation costs, which were partially offset by higher fuel and compensation costs.

Direct operating expenses (exclusive of depreciation and amortization) are comprised of both fixed and variable expenses and include operating costs related to our LTL service centers. Direct operating expenses (exclusive of depreciation and amortization) consist mainly of personnel costs, facility and equipment expenses, such as rent, utilities, equipment maintenance and repair, costs of materials and supplies, information technology expenses, and gains and losses on sales of property and equipment.

Direct operating expense (exclusive of depreciation and amortization) for the third quarter of 2022 was $363 million, or 11.9% of revenue, compared with $366 million, or 11.2% of revenue, for the same quarter in 2021. Direct operating expense (exclusive of depreciation and amortization) for the first nine months of 2022 was $1.11 billion, or 11.4% of revenue, compared with $1.06 billion, or 11.2% of revenue, for the same period in 2021. The decrease in direct operating expense in the third quarter of 2022 reflects the sale of intermodal and lower gains on sales of property and equipment, partially offset by higher compensation and facility costs. The increase in direct operating expense in the first nine months of 2022 reflects higher compensation and facility costs, partially offset by the sale of intermodal and lower gains on sales of property and equipment. Direct operating expense for the third quarters of 2022 and 2021 included $2 million and $6 million, respectively, and the first nine months of 2022 and 2021 included $4 million and $36 million, respectively, of gains on sales of property and equipment. As a percentage of revenue, direct operating expense for the third quarter and nine-month periods reflects the lower gains on sales of property and equipment. Additionally, the leveraging of compensation costs across a larger revenue base partially offset the year-over-year increase as a percentage of revenue in the nine-month period.

Sales, general and administrative expense (“SG&A”) primarily consists of salaries and commissions for the sales function, salary and benefit costs for executive and certain administration functions, professional fees, facility costs, bad debt expense and legal costs.

SG&A for the third quarter of 2022 was $298 million, or 9.8% of revenue, compared with $339 million, or 10.4% of revenue, for the same quarter in 2021. SG&A for the first nine months of 2022 was $966 million, or 9.9% of revenue, compared with $1.0 billion, or 10.6% of revenue, for the same period in 2021. SG&A for the third quarter and first nine months of 2021 included $29 million of legal costs related to settlements in connection with classification of independent contractors at intermodal. Additionally, the third quarter of 2022 reflects lower compensation-related costs, partially offset by higher commission expense due to the performance of our North American transportation business, while the first nine months of 2022 reflects the impact of the intermodal sale, partially offset by higher commission expense. As a percentage of revenue, the year-over-year decrease in both periods was primarily driven by the legal costs recorded in the third quarter of 2021 and the sale of intermodal. Additionally, the year-over-year decrease as a percentage of revenue in the nine-month period reflects the leveraging of compensation costs across a larger revenue base.

Depreciation and amortization expense for the third quarter of 2022 and 2021 was $118 million. Depreciation and amortization expense for the first nine months of 2022 was $349 million, compared with $357 million for the same period in 2021. The third quarter of 2022 primarily reflects higher depreciation expense at our LTL segment, offset by the sale of intermodal. The decrease in the nine-month period reflected the sale of intermodal.

Gain on sale of business was $434 million, net of transaction costs, for the first nine months of 2022 and related to the sale of intermodal during the first quarter of 2022. For more information, see Note 3—Divestiture to our Condensed Consolidated Financial Statements.

Transaction and integration costs for the third quarter of 2022 were $25 million, compared with $15 million for the same quarter in 2021. Transaction and integration costs for the first nine months of 2022 were $60 million, compared with $26 million for the same period in 2021. Transaction and integration costs for the third quarter and first nine months of 2022 and 2021 are primarily comprised of third-party professional fees related to strategic

initiatives, including the spin-offs and other divestment activities, as well as retention awards paid to certain employees.

Restructuring costs for the third quarter of 2022 were $9 million, compared with $14 million for the same quarter in 2021. Restructuring costs for the first nine months of 2022 were $19 million, compared with $16 million for the same period in 2021. We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure, including actions in connection with spin-offs and other divestment activities. For more information, see Note 6—Restructuring Charges to our Condensed Consolidated Financial Statements. We may incur incremental restructuring costs in 2022 in connection with the spin-off of our brokered transportation platform or for other reasons; however, we are currently unable to reasonably estimate these costs.

Other income primarily consists of pension income. Other income for the third quarter of 2022 was $15 million, compared with $19 million for the same quarter in 2021. Other income for the first nine months of 2022 was $44 million, compared with $45 million for the same period in 2021. The third quarter and first nine months of 2021 reflected a realized gain in connection with the de-designation of a cross-currency swap.

Debt extinguishment loss was $26 million for the first nine months of 2022. There was no debt extinguishment loss in the third quarter of 2022. Debt extinguishment loss was $46 million for the third quarter of 2021 and $54 million for the first nine months of 2021. In the second quarter of 2022, we redeemed a portion of our outstanding senior notes due 2025 and wrote-off related debt issuance costs. In the third quarter of 2021, we redeemed our outstanding senior notes due 2023 and 2024 and wrote-off related debt issuance costs, as well as incurred a pre-payment penalty. Additionally, in the first quarter of 2021, we redeemed our outstanding senior notes due 2022 and wrote-off related debt issuance costs, as well as incurred costs related to the amendment of our Senior Secured Term Loan Credit Agreement (the “Term Loan Credit Agreement”).

Interest expense decreased to $35 million for the third quarter of 2022 from $53 million for the third quarter of 2021. Interest expense decreased to $103 million for the first nine months of 2022 from $176 million for the first nine months of 2021. The decrease in interest expense reflects lower average total indebtedness in the third quarter and first nine months of 2022.

Our effective income tax rates were 20.6% and 33.5% for the third quarter of 2022 and 2021, respectively, and 20.3% and 23.1% for the first nine months of 2022 and 2021, respectively. The effective tax rates for the third quarter and nine-month periods of 2022 and 2021 were based on forecasted full-year effective tax rates, adjusted for discrete items that occurred within the periods presented. The primary item impacting the effective tax rate for the third quarter of 2022 is a reduction in tax expense of $3 million from the sale of intermodal and the primary items impacting the effective tax rate for the first nine months of 2022 is a tax expense of $71 million from the sale of intermodal, which resulted in a reduction to our effective tax rate due to the book gain exceeding the tax gain, as well as a tax benefit of $3 million from stock-based compensation.

The primary items impacting the effective tax rate for the third quarter of 2021 were tax benefits of $45 million related to a tax planning initiative that resulted in the recognition of a long-term capital loss and $3 million from uncertain tax positions that were partially offset by discrete tax expenses of $41 million related to valuation allowances, of which $34 million were transferred to GXO. The primary items impacting the effective tax rate for the first nine months of 2021 were tax benefits of $45 million related to a tax planning initiative that resulted in the recognition of a long-term capital loss, $8 million from uncertain tax positions and $4 million from stock-based compensation that were partially offset by tax expenses of $41 million related to valuation allowances, of which $34 million were transferred to GXO, and $5 million from return to provision adjustments.

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 based on adjusted earnings before interest, taxes, depreciation and amortization ("adjusted EBITDA"), which we define as net income from continuing operations attributable to common shareholders before debt extinguishment loss, interest expense, income tax, depreciation and amortization expense, gain on sale of business, litigation settlements for significant matters, transaction and integration costs, restructuring costs and other adjustments. See Note 4—Segment Reporting to our Condensed Consolidated Financial Statements for further information and a reconciliation of adjusted EBITDA to Net income from continuing operations attributable to common shareholders.

North American Less-Than-Truckload Segment

	Three Months Ended September 30,		Percent of Revenue		Change	Nine Months Ended September 30,		Percent of Revenue		Change
(Dollars in millions)	2022	2021	2022	2021	2022 vs. 2021	2022	2021	2022	2021	2022 vs. 2021
Revenue	$ 1,204	$ 1,071	100.0 %	100.0 %	12.4 %	$ 3,548	$ 3,114	100.0 %	100.0 %	13.9 %
Adjusted EBITDA	258	222	21.5 %	20.8 %	16.2 %	757	694	21.3 %	22.3 %	9.1 %
Depreciation and amortization expense	60	57	5.0 %	5.3 %	5.3 %	175	169	4.9 %	5.4 %	3.6 %

Revenue in our North American LTL segment increased 12.4% to $1.2 billion for the third quarter of 2022, compared with $1.1 billion for the same quarter in 2021. Revenue increased 13.9% to $3.5 billion for the first nine months of 2022, compared with $3.1 billion for the same period in 2021. Revenue included fuel surcharge revenue of $273 million and $167 million, respectively, for the third quarters of 2022 and 2021, and $771 million and $466 million, respectively, for the first nine months of 2022 and 2021.

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. The following table summarizes our key revenue metrics:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2022	2021	Change %	2022	2021	Change %
Pounds per day (thousands)	70,063	72,152	(2.9)%	70,854	73,138	(3.1)%
Gross revenue per hundredweight, excluding fuel surcharges	$ 21.43	$ 20.02	7.0 %	$ 21.18	$ 19.47	8.8 %

The year-over-year increases in revenue for both the third quarter and first nine months of 2022 reflect an increase in gross revenue per hundredweight. The decrease in weight per day for the third quarter and first nine months reflects lower shipments per day.

Adjusted EBITDA was $258 million, or 21.5% of revenue, for the third quarter of 2022, compared with $222 million, or 20.8% of revenue, for the same quarter in 2021. Adjusted EBITDA was $757 million, or 21.3% of revenue, for the first nine months of 2022, compared with $694 million, or 22.3% of revenue, for the same period in 2021. Adjusted EBITDA for the third quarter and first nine months of 2021 included $5 million and $27 million of gains from real estate transactions, respectively. There were no gains from real estate transactions in the third quarter and first nine months of 2022. Additionally, adjusted EBITDA in both periods of 2022 reflects higher revenue, partially offset by increased compensation and fuel costs, as well as higher purchased transportation costs in the year-to-date period from higher highway subservice costs per mile.

Brokerage and Other Services Segment

(Dollars in millions)	Three Months Ended September 30, 2022	2021	Percent of Revenue 2022	2021	Change 2022 vs. 2021	Nine Months Ended September 30, 2022	2021	Percent of Revenue 2022	2021	Change 2022 vs. 2021
Revenue	$ 1,921	$ 2,261	100.0 %	100.0 %	(15.0)%	$ 6,420	$ 6,493	100.0 %	100.0 %	(1.1)%
Adjusted EBITDA	123	131	6.4 %	5.8 %	(6.1)%	439	386	6.8 %	5.9 %	13.7 %
Depreciation and amortization expense	54	60	2.8 %	2.7 %	(10.0)%	168	180	2.6 %	2.8 %	(6.7)%

Revenue in our Brokerage and Other Services segment decreased 15.0% to $1.9 billion for the third quarter of 2022, compared with $2.3 billion for the same quarter in 2021. The decrease in revenue was due to the sale of intermodal in March 2022, which impacted revenue by approximately 13.7 percentage points, and lower revenue generated from services in our managed transportation operation and lower ocean volume in our freight forwarding business. Additionally, lower revenue generated from our truck brokerage business in the third quarter of 2022 was primarily driven by lower truckload pricing in the spot market, partially offset by a year-over-year increase in volume, facilitated by the company's digital brokerage platform. Foreign currency movement reduced revenue by approximately 3.8 percentage points in the third quarter of 2022.

Revenue decreased 1.1% to $6.4 billion for the first nine months of 2022, compared with $6.5 billion for the same period in 2021. The decrease in revenue was due to the sale of intermodal in March 2022, which impacted revenue by approximately 7.4 percentage points in the first nine months of 2022. Revenue in the first nine months of 2022 compared to the same period in 2021 benefited from an increase in North American truck brokerage loads, as well as strong pricing across the segment. Foreign currency movement reduced revenue by approximately 3.0 percentage points in the first nine months of 2022.

Adjusted EBITDA was $123 million, or 6.4% of revenue, for the third quarter of 2022, compared with $131 million, or 5.8% of revenue, for the same quarter in 2021. Adjusted EBITDA was $439 million, or 6.8% of revenue, for the first nine months of 2022, compared with $386 million, or 5.9% of revenue, for the same period in 2021. The decrease in the third quarter of 2022 compared to the same period in 2021 was primarily driven by the sale of intermodal, partially offset by lower third-party transportation costs in North American truck brokerage. The increase in the first nine months of 2022 compared to the same period in 2021 was primarily driven by higher revenue in North American truck brokerage, partially offset by higher third-party transportation and compensation-related costs.

Liquidity and Capital Resources

Our cash and cash equivalents balance was $544 million as of September 30, 2022, compared to $260 million as of December 31, 2021. Our principal existing sources of cash are: (i) cash generated from operations; (ii) borrowings available under our Second Amended and Restated Revolving Loan Credit Agreement, as amended (the "ABL Facility"); (iii) proceeds from the issuance of other debt; and (iv) proceeds from divestiture activities. As of September 30, 2022, we have $996 million available to draw under our ABL Facility, based on a borrowing base of $1 billion and outstanding letters of credit of $4 million. Additionally, we have a $200 million uncommitted secured evergreen letter of credit facility, under which we had issued $185 million in aggregate face amount of letters of credit as of September 30, 2022.

As of September 30, 2022, we had approximately $1.5 billion 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.

In connection with the spin-off, effective November 4, 2022, the commitments under the ABL Facility will automatically be reduced from $1 billion to $600 million with no further action by any of the parties thereto. Adjusting for this reduction of commitments and the borrowing base, our total liquidity of $1.5 billion as of September 30, 2022 would have been $1.0 billion.

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 our securitization program co-arranged by two banks (the "Purchasers"). 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 $196 million as of September 30, 2022). As of September 30, 2022, €6 million (approximately $6 million) was available under the program, subject to having sufficient receivables available to sell and with consideration to amounts previously sold.

Under the program, we service the receivables we sell on behalf of the Purchasers, which gives us visibility into the timing of customer payments. The benefit to our cash flow includes the difference between the cash consideration and the amount we collected as a servicer on behalf of the Purchasers. In the first nine months of 2022 and 2021, we collected cash as servicer of $1.3 billion and $1.2 billion, respectively.

Term Loan Facility

In the first quarter of 2021, we amended our Term Loan Credit Agreement and recorded a debt extinguishment loss of $3 million in the first nine months of 2021.

Senior Notes Due 2025

In April 2022, we redeemed $630 million of the then $1.15 billion outstanding principal amount of our 6.25% senior notes due 2025 ("Senior Notes due 2025"). The redemption price for the notes was 100% of the principal amount plus a premium, as defined in the indenture, of approximately $21 million and accrued and unpaid interest. We paid for the redemption using available liquidity. We recorded a debt extinguishment loss of $26 million in the first nine months of 2022 due to this redemption. In October 2022, we commenced a tender offer to purchase for cash any and all of our outstanding Senior Notes due 2025. See below for more information.

Senior Notes Due 2023 and 2024

In the third quarter of 2021, we redeemed our outstanding 6.125% senior notes due 2023 ("Senior Notes due 2023") and our outstanding 6.75% senior notes due 2024 ("Senior Notes due 2024"). The redemption price for the Senior Notes due 2023 was 100.0% of the principal amount, plus accrued and unpaid interest and the redemption price for the Senior Notes due 2024 was 103.375% of the principle amount, plus accrued and unpaid interest. We paid for the redemption using approximately $794 million of cash received from GXO, proceeds from an equity offering described in Note 9—Stockholders' Equity and available cash. We recorded debt extinguishment losses in the third quarter of 2021 of $3 million and $43 million related to the redemption of the Senior Notes due 2023 and Senior Notes due 2024, respectively.

Senior Notes Due 2022

In the first quarter of 2021, we redeemed our outstanding 6.50% senior notes due 2022. The redemption price for the notes was 100% of the principal amount, plus accrued and unpaid interest. We paid for the redemption with available cash. We recorded a debt extinguishment loss of $5 million in the first nine months of 2021 due to this redemption.

RXO Debt

In preparation for the spin-off, in October 2022, a wholly-owned subsidiary of XPO that merged with and into RXO substantially concurrent with the consummation of the spin-off, completed an offering of $355 million aggregate principal amount of notes due 2027 (the "RXO Notes"). The RXO Notes bear interest at a rate of 7.50% per annum payable semiannually in cash in arrears on May 15 and November 15 of each year, beginning May 15, 2023, and mature on November 15, 2027. They were issued at an issue price of 98.962% of par.

In addition to the RXO Notes, RXO entered into a term loan facility that provides $100 million in aggregate principal amount of term loans (the "RXO Term Loan") and a revolving credit facility that provides $500 million in aggregate commitments.

The net proceeds (including any interest thereon) from the issuance of the RXO Notes and incurrence of the RXO Term Loan, together with RXO's cash and cash equivalents on hand, were used to fund a cash distribution of approximately $488 million to XPO in October 2022, which we intend to use to repay existing indebtedness and fund any related fees and expenses prior to the 12-month anniversary of the distribution. As the spin-off has been consummated, the RXO Notes, the RXO Term Loan and RXO's revolving credit facility are direct obligations of RXO.

Debt Tender Offer

In October 2022, we commenced a tender offer to purchase for cash any and all of our outstanding Senior Notes due 2025, which had a principal balance outstanding of $520 million as of September 30, 2022. The tender offer will expire on November 17, 2022, unless extended or earlier terminated by XPO.

Share Issuance

In July 2021, we completed a registered underwritten offering of 5.0 million shares of our common stock at a public offering price of $138.00 per share, plus an additional 750,000 shares of our common stock through an option granted to underwriters. Of the 5.0 million shares, we offered 2.5 million shares directly and 2.5 million shares were offered by Jacobs Private Equity, LLC ("JPE"), an entity controlled by the Company's former chief executive officer and current executive chairman. The additional 750,000 purchased shares were also split equally between us and JPE. We received approximately $384 million of proceeds, net of fees and expenses, from the sale of the shares and used them to repay a portion of our outstanding borrowings and for general corporate purposes. XPO did not receive any proceeds from the sale of shares by JPE.

Preferred Stock and Warrant Exchanges

Commencing in the fourth quarter of 2020, holders of our convertible preferred stock and warrants exchanged their holdings for our common stock or a combination of our common stock and cash. These exchanges were intended to simplify our equity capital structure, including in contemplation of the spin-off of our logistics segment. In the first quarter of 2021, 975 preferred shares were exchanged, and we issued approximately 139 thousand shares of common stock. In the second quarter of 2021, the remaining 40 preferred shares were exchanged, and we issued 5,714 shares of common stock. With respect to the warrants, in the first quarter of 2021, 9.8 million warrants were exchanged, and we issued 9.2 million shares of common stock. The warrants exchanged included holdings of JPE. Subsequent to the exchange in the second quarter of 2021, there are no shares of preferred stock or warrants outstanding.

Share Repurchases

In February 2019, our Board of Directors authorized repurchases of up to $1.5 billion of our common stock. Our share repurchase authorization permits us to purchase shares in both the open market and in private transactions, with the timing and number of shares dependent on a variety of factors, including price, general business conditions, market conditions, alternative investment opportunities and funding considerations. We are not obligated to repurchase any specific number of shares and may suspend or discontinue the program at any time.

There have been no share repurchases since the first quarter of 2020. Our remaining share repurchase authorization was $503 million as of September 30, 2022.

Loan Covenants and Compliance

As of September 30, 2022, we were in compliance with the covenants and other provisions of our debt agreements. Any failure to comply with any material provision or covenant of these agreements could have a material adverse effect on our liquidity and operations.

Sources and Uses of Cash

(In millions)	Nine Months Ended September 30, 2022	2021
Net cash provided by operating activities from continuing operations	$ 664	$ 558
Net cash provided by (used in) investing activities from continuing operations	351	(143)
Net cash used in financing activities from continuing operations	(706)	(1,880)

During the nine months ended September 30, 2022, we: (i) generated cash from operating activities from continuing operations of $664 million; and (ii) generated net proceeds from the sale of intermodal of $705 million. We used cash during this period primarily to: (i) purchase property and equipment of $394 million; and (ii) redeem a portion of our senior notes due 2025 for $651 million.

During the nine months ended September 30, 2021, we: (i) generated cash from operating activities from continuing operations of $558 million; (ii) generated proceeds from sales of property and equipment of $72 million; (iii) received a distribution from GXO of $794 million; and (iv) generated proceeds of $384 million from the issuance of common stock. We used cash during this period primarily to: (i) purchase property and equipment of $212 million; (ii) redeem our senior notes due 2022, 2023 and 2024 for $2.8 billion; and (iii) repay our ABL Facility borrowings of $200 million.

Cash flows from operating activities from continuing operations for the nine months ended September 30, 2022 increased by $106 million, compared with the same period in 2021. The increase reflects higher income from continuing operations of $564 million for the nine months ended September 30, 2022, compared with the same period in 2021, partially offset by the impact of operating assets and liabilities utilizing $111 million of cash in the first nine months of 2022, compared with utilizing $68 million during the same period in 2021 and a $434 million gain on sale of business recognized during the nine months ended September 30, 2022. Within operating assets and liabilities, accrued expenses and other liabilities generated $143 million less cash while accounts receivable utilized $126 million less cash in the first nine months of 2022, compared with the same period in 2021, primarily as a result of timing of payments in the 2022 period.

Investing activities from continuing operations generated $351 million of cash in the nine months ended September 30, 2022 and used $143 million of cash in the nine months ended September 30, 2021. During the nine months ended September 30, 2022, we received $705 million of cash from the sale of intermodal, net of cash disposed, received $29 million from the settlement of cross currency swaps and used $394 million to purchase property and equipment. During the nine months ended September 30, 2021, we used $212 million of cash to purchase property and equipment and received $72 million from sales of property and equipment.

Financing activities from continuing operations used $706 million of cash in the nine months ended September 30, 2022 and $1.9 billion of cash in the nine months ended September 30, 2021. The primary uses of cash from financing activities during the first nine months of 2022 were $651 million used to redeem a portion of the senior notes due 2025 and $47 million used to repay borrowings. The primary uses of cash from financing activities during the nine months ended September 30, 2021 were $2.8 billion used to redeem the senior notes due 2022, 2023 and 2024 and $200 million used to repay borrowings under our ABL Facility. The primary sources of cash from financing activities during the first nine months of 2021 were $794 million of proceeds from a distribution from GXO and $384 million of net proceeds from our common stock offering.

Except for the redemption of a portion of our senior notes due 2025 as described above, there were no material changes to our December 31, 2021 contractual obligations during the nine months ended September 30, 2022. RXO’s operating lease obligations of approximately $140 million as of September 30, 2022 will not be part of our contractual obligations following the spin-off. We anticipate full year net capital expenditures to be between $375 million and $425 million in 2022 (excluding any net capital expenditures associated with the RXO spin-off).

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 related to our continuing operations during the nine months ended September 30, 2022, as compared with the quantitative and qualitative disclosures about market risk described in our Annual Report on Form 10-K for the year ended December 31, 2021.

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 September 30, 2022. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of September 30, 2022, 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 September 30, 2022 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, 2021 and Note 11—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, 2021, except as disclosed in Part II, Item 1A of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2022.

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

None.

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

None.

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

Not applicable.

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

None.

Item 6. ***Exhibits.***

Exhibit Number	Description
10.1*+	Employment Agreement, dated August 5, 2022, between the registrant and Mario A. Harik.
10.2*+	Form of Performance-Based Restricted Stock Unit Award Agreement (2016 Omnibus Incentive Compensation Plan).
10.3*+	Letter of Amendment to Separation Agreement, dated September 1, 2022, between the registrant and Troy A. Cooper.
10.4*+	Employment Agreement, dated September 13, 2022, between the registrant and Bradley S. Jacobs.
10.5*+	Offer Letter, dated October 6, 2022, between the registrant and Carl Anderson.
10.6*+	Change in Control and Severance Agreement, dated October 9, 2022, between the registrant and Carl Anderson.
10.7*+	Form of Restricted Stock Unit Award Agreement (2016 Omnibus Incentive Compensation Plan).
10.8*+	Form of Performance-Based Restricted Stock Unit Award Agreement (2016 Omnibus Incentive Compensation Plan).
10.9*+	Transition Agreement, dated October 10, 2022, between the registrant and Ravi Tulsyan.
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 September 30, 2022.
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 September 30, 2022.
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 September 30, 2022.
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 September 30, 2022.
*101.INS **	*XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.*
*101.SCH **	*XBRL Taxonomy Extension Schema.*
*101.CAL **	*XBRL Taxonomy Extension Calculation Linkbase.*
*101.DEF **	*XBRL Taxonomy Extension Definition Linkbase.*
*101.LAB **	*XBRL Taxonomy Extension Label Linkbase.*
*101.PRE **	*XBRL Taxonomy Extension Presentation Linkbase.*
*104 **	*Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).*

*	Filed herewith.
**	Furnished herewith.
+	This exhibit is a management contract or compensatory plan or arrangement.

SIGNATURES

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

	XPO LOGISTICS, INC.
By:	/s/ Mario Harik
	Mario Harik Chief Executive Officer (Principal Executive Officer)
By:	/s/ Ravi Tulsyan
	Ravi Tulsyan Chief Financial Officer (Principal Financial Officer)

Date: November 2, 2022

Exhibit 10.1

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), effective as of the date set forth on Exhibit A (the "Promotion Date"), by and between XPO Logistics, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and the individual named on Exhibit A ("Employee").

WHEREAS, Employee currently serves as the Chief Information Officer of the Company and Acting President, LTL;

WHEREAS, effective as of the Promotion Date, the Company desires to promote Employee to Chief Executive Officer of the Company and Employee desires to accept such employment, subject to the terms and conditions set forth herein;

WHEREAS, prior to the Promotion Date, the Company desires that Employee serve as Chief Information Officer of the Company and President, LTL reporting to the Chief Executive Officer of the Company from August 5, 2022 until the Promotion Date subject to the terms of his current employment agreement with the Company, dated July 31, 2020 (the "Prior Agreement") (other than the title and the reporting person) and the Employee desires to accept such role until the Promotion Date

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

1. Term. The term of Employee's employment hereunder (the "Term") shall begin on the Promotion Date and end on the fourth anniversary of the Promotion Date. Notwithstanding the foregoing, the Term may be earlier terminated by either party in accordance with the terms of Section 5 of this Agreement, and the Term shall automatically expire on the last day of the Term (the "Expiration Date") without notice required by any party to the other.

2. Employment Duties. During the Term, Employee shall serve in the position set forth on Exhibit A and, excluding any periods of paid-time off or approved sick leave to which Employee is entitled, Employee shall devote his full working time, energy and attention to the performance of his duties and responsibilities hereunder and shall faithfully and diligently endeavor to promote the business and best interests of the Company. Employee shall perform such duties as are customarily performed by an individual in Employee's position at a public company and as assigned from time to time by the individual or governing body set forth on Exhibit A (the "Reporting Person"), and Employee shall report directly to the Reporting Person. During the Term, Employee may not, without the prior written consent of the Reporting Person, directly or indirectly, operate, participate in the management, operations or control of, or act as an employee, officer, consultant, partner, member, agent or representative of, any type of business or service other than as an employee and member of the Company. It shall not, however, be a violation of the foregoing provisions of this Section 2 for Employee to (a) serve as an officer or director or otherwise participate in non-profit, educational, social welfare, religious and civic organizations or (b) manage his personal, financial and legal affairs, in each case so long as any such activities do not unreasonably interfere with the performance of his duties and responsibilities to the Company.

3. Compensation. (a) Base Salary. During the Term, the Company shall pay Employee, pursuant to the Company's normal and customary payroll procedures but not less frequently than monthly, a base salary at the rate per annum set forth on Exhibit A (the "Base Salary"). The Base Salary is subject to review annually throughout the Term by the

Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company (the "Board") in its sole discretion.

(b) Annual Bonus. As additional compensation, Employee shall have the opportunity to earn a performance-based bonus (the "Annual Bonus") for each year during the Term of Employee's employment commencing in the fiscal year in which the Promotion Date occurs with a target as set forth on Exhibit A (the "Target Bonus"), based upon Employee's achievement of performance goals as determined by the Compensation Committee.

(c) Benefits. During the Term, Employee shall be eligible to participate in the benefit plans and programs of the Company that are generally available to other members of the Company's senior executive team, subject to the terms and conditions of such plans and programs.

(d) Paid-Time Off. Employee shall be entitled to 15 days paid-time off, and any holidays that are generally afforded to the Company's employees, in each case, per calendar year during the Term, prorated for the portion(s) of any partial calendar year during the Term. Employee may take paid-time off only with the consent of the Reporting Person, which consent shall not be unreasonably withheld.

(e) Business Expenses. The Company shall provide Employee a Company-owned wireless smartphone and Company-owned laptop computer during the Term and shall pay or reimburse Employee for all reasonable and necessary business expenses incurred in the performance of his duties to the Company during the Term upon the presentation of appropriate statements of such expenses.

4. Long-Term Incentive Awards.

(a) Promotion PSU Award. The Employee shall be granted a promotion award of performance-based restricted stock units (the "Promotion PSU Award") with a target grant value of $6,500,000, which will be subject to an award agreement in the form attached to this Agreement as Exhibit B, on such date specified by the Compensation Committee of the Board upon approval of the Promotion PSU Award. The number of shares of Company common stock underlying the Promotion PSU Award shall be determined by dividing the target grant value by the closing price per share of Company common stock on the New York Stock Exchange on the grant date and rounding to the nearest whole number of shares.

(b) Annual Long-Term Incentive Opportunity. Employee shall be eligible to receive annual long-term incentive compensation awards throughout the Term, subject to approval by the Compensation Committee. Employee's annual long-term incentive opportunity for the Company's fiscal year 2023 is set forth on Exhibit A.

5. Termination. Employee's employment hereunder shall be terminated upon the earliest to occur of any one of the following events (in which case the Term shall terminate as of the applicable Date of Termination):

(a) Expiration of Term. Unless sooner terminated, Employee's employment hereunder shall terminate automatically in accordance with Section 1 of this Agreement on the Expiration Date, unless otherwise agreed by the parties in writing, in which case employment hereunder will continue on an at-will basis or pursuant to the terms of any subsequent agreement between Employee and the Company.

(b) Death. Employee's employment hereunder shall terminate upon his death.

(c) Cause. The Company may terminate Employee's employment hereunder for Cause by written notice at any time. For purposes of this Agreement, the term "Cause" shall mean Employee's (i) gross negligence or willful failure to perform his duties hereunder or willful refusal to follow any lawful directive of the Reporting Person; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects Employee's performance of duties hereunder; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) breach of any term of this Agreement, including, without limitation, by virtue of failing to provide at least 30 days' advanced written notice of resignation as required by Section 5(f), or any agreement governing any of the long-term incentive compensation or equity compensation awards granted to Employee by the Company, its affiliates or any of their respective predecessors (the "Long-Term Incentive Compensation"), in each case, prior to a Change of Control (as defined in the Company's 2016 Omnibus Incentive Compensation Plan) ("Change of Control"), or breach of his fiduciary duties to the Company; (v) any willful act, or failure to act, in bad faith to the detriment of the Company; (vi) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, managers, officers or employees, if the Company requests his cooperation; (vii) prior to a Change in Control, failure to follow the Company's code of conduct or ethics policy; and (viii) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company will provide Employee with written notice describing the facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, Employee shall first be provided a 15-day cure period. If, subsequent to Employee's termination of employment hereunder for any reason other than by the Company for Cause, it is determined in good faith by the Reporting Person that Employee's employment could have been terminated by the Company for Cause pursuant to this Section 5(c), Employee's employment shall, at the election of the Reporting Person at any time up to two years after Employee's termination of employment but in no event more than six months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred, provided that the Company's ability to deem an Employee's employment under this sentence to be terminated for Cause shall lapse upon a Change of Control.

(d) Without Cause. The Company may terminate Employee's employment hereunder without Cause by written notice at any time.

(e) Good Reason. Upon or during the two-year period following a Change of Control, Employee may terminate his employment hereunder for Good Reason in accordance with the terms of this Section 5(e). For purposes of this Agreement, "Good Reason" shall mean, without first obtaining Employee's written consent: (i) the Company materially breaches the terms of this Agreement; (ii) the Company materially diminishes Employee's title, duties, authorities, reporting relationship(s), responsibilities or position from any of those in effect immediately preceding the Change of Control (including by virtue of Employee not having duties of a Chief Executive Officer of a publicly-traded company) or as subsequently increased or enhanced; (iii) the Company reduces the Base Salary or Target Bonus; (iv) the Company requires that Employee be based in a location that is more than 35 miles from the location of Employee's employment immediately prior to a Change of Control; or (v) Employee not reporting directly and exclusively to the board of directors of a publicly-traded company; provided that, the Company shall first be provided a 30-day cure period (the "Cure Period"), following receipt of written notice setting forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, Employee will be

entitled to terminate employment for Good Reason during the 90-day period that follows the end of the Cure Period. If Employee does not terminate employment during such 90-day period, Employee will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

(f) Resignation. Employee may terminate his employment hereunder at any time upon at least 30 days' advance written notice to the Company.

(g) Disability. Employee's employment hereunder shall terminate in the event of Employee's Disability. For purposes of this Agreement, "Disability" shall mean the inability of Employee, due to illness, accident or any other physical or mental incapacity, to perform Employee's duties for the Company for an aggregate of 180 days within any period of 12 consecutive months, which inability is determined to be total and permanent by a board-certified physician selected by the Company, and the determination of such physician shall be binding upon Employee and the Company.

(h) "Date of Termination" shall mean: (i) the scheduled expiration of the Term in the event of termination of Employee's employment pursuant to Section 5(a) of this Agreement; (ii) the date of Employee's death in the event of termination of Employee's employment pursuant to Section 5(b) of this Agreement; (iii) the date of the Company's delivery of a notice of termination to Employee or such later date as specified in such notice in the event of termination by the Company pursuant to Section 5(c) or 5(d) of this Agreement; (iv) the 30th day following delivery of Employee's notice to the Company of his resignation in accordance with Section 5(f) (or such earlier date as selected by the Company); (v) the date specified in accordance with Section 5(e) in the event of Employee's resignation for Good Reason upon or during the two years following a Change of Control; and (vi) the date of a determination of Employee's Disability in the event of a termination of Employee's employment pursuant to Section 5(g) of this Agreement. Upon the termination of Employee's employment for any reason, if requested by the Company , Employee shall resign from any and all officer and director positions that Employee, immediately prior to such termination, held with the Company and its affiliates (Employee agrees to execute any documents or instruments that the Company may deem necessary or desirable to effectuate such resignations).

6. Termination Payments. (a) General. Except as otherwise set forth in this Section 6, following any termination of Employee's employment hereunder, the obligations of the Company to pay or provide Employee with compensation and benefits under Section 3 of this Agreement shall cease, and the Company shall have no further obligations to provide compensation or benefits to Employee hereunder except for payment of (i) any unpaid Base Salary accrued through the Date of Termination; (ii) to the extent required by law, any unused vacation accrued through the Date of Termination; and (iii) any unpaid or unreimbursed obligations and expenses under Section 3(e) of this Agreement accrued or incurred through the Date of Termination (collectively items 6(a)(i) through 6(a)(iii) above, the "Accrued Benefits").

The payments referred to in Sections 6(a)(i) and 6(a)(ii) of this Agreement shall be paid within 30 days following the Date of Termination, subject to compliance with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). The payments referred to in Section 6(a)(iii) of this Agreement shall be paid at the times such amounts would otherwise be paid had Employee's services hereunder not terminated. The payments and benefits to be provided to Employee under Sections 6(c) and 6(d) of this Agreement, if any, shall in all events be subject to the satisfaction of the conditions of Section 6(e) of this Agreement.

(b) Automatic Expiration of the Term, Resignation, Cause or Disability. If Employee's employment is terminated pursuant to Section 5(a), 5(c), 5(f) or 5(g) of this Agreement (excluding, for the avoidance of doubt, a resignation for Good Reason upon or within

two years following a Change of Control as described in Section 6(d)), the Company shall have no obligation to Employee other than with respect to the Accrued Benefits.

(c) Without Cause or Death. In the event that during the Term and, either prior to a Change of Control or more than two years following a Change of Control, the Employee terminates employment by reason of death or the Company terminates Employee's employment hereunder without Cause, Employee (or his estate) shall be entitled to:

(i) the Accrued Benefits;

(ii) solely in the case of a termination by the Company without Cause, a cash payment (the "Severance Payment") equal to the sum of (x) twenty-four (24) months' Base Salary, as in effect on the Date of Termination (payable subject to the terms of Section 6(e) of this Agreement), (y) the product of (A) the Target Bonus as in effect on the Date of Termination and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs through the Date of Termination and the denominator of which is 365, and (z) any Annual Bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination, and except in the case of termination by reason of Employee's death; medical and dental coverage for a period of twelve months from the Date of Termination; provided that (x) any monies Employee earns from any other work, whether as an employee or as an independent contractor, while Employee is receiving any Severance Payments shall reduce, on a dollar-for-dollar basis, the amount that the Company is obligated to pay Employee under this Section 6(c)(ii) and (y) if Employee secures other employment, any medical or dental benefits provided under this Section 6(c)(ii) shall cease as of the commencement of such employment; and

(iii) vesting of equity based or other long-term incentive compensation awards solely to the extent set forth in the applicable award agreement.

(d) Without Cause or for Good Reason Following a Change of Control. In the event that during the Term and upon, or within two years following, a Change of Control, the Company terminates Employee's employment hereunder without Cause or Employee resigns for Good Reason, Employee shall be entitled to:

(i) the Accrued Benefits;

(ii) a cash payment (the "CIC Severance Payment") equal to 2.99 times the sum of (A) the Base Salary as in effect on the Date of Termination (without regard to any reduction thereto that would provide a basis for Employee to resign for Good Reason) and (B) the Target Bonus as in effect on the Date of Termination (without regard to any reduction thereto that would provide a basis for Employee to resign for Good Reason);

(iii) a cash payment equal to the product of (A) the Target Bonus as in effect on the Date of Termination (without regard to any reduction thereto that would provide a basis for Employee to resign for Good Reason) and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs through the Date of Termination and the denominator of which is 365;

(iv) a cash payment equal to the amount of any Annual Bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination;

(v) medical and dental coverage for a period of 24 months from the Date of Termination; and

(vi) vesting of equity based or other long-term incentive compensation awards solely to the extent set forth in the applicable award agreement.

(e) Conditions Precedent and Subsequent. The payments and benefits provided under Sections 6(c) and 6(d) of this Agreement (other than the Accrued Benefits) are subject to and conditioned upon (i) Employee having executed and delivered to the Company, within the period of time specified therein (which shall not exceed 60 days after the Date of Termination (or such greater period as required by law), a waiver and general release agreement in a form satisfactory to the Company, which form shall, in the case of a termination on or following a Change of Control, be a form approved by the Compensation Committee prior to the Change of Control that shall not be modified on or after the Change of Control without Employee's prior written consent, that has become effective and irrevocable in accordance with its terms, and (ii) Employee's compliance with Sections 7 and 8 of this Agreement. Employee shall, upon request by the Company, be required to repay to the Company (net of any taxes paid by Employee on such payments), and the Company shall have no further obligation to pay, the Severance Payment or CIC Severance Payment, as applicable, in the event Employee receives, within six months after the occurrence of the breach, written notice from the Company that, in the reasonable judgment of the Reporting Person, Employee has materially breached his obligations under Section 7 or 8 of this Agreement ; provided, however, that, in cases where cure is possible, Employee shall first be provided a 15-day cure period to cease, and to cure, such conduct. The Severance Payment if any, payable hereunder shall be paid in substantially equal installments over the 12-month period, following the Date of Termination, consistent with the Company's payroll practices, with the first installment to be paid within 65 days after the Date of Termination and with any installments that would otherwise have been paid prior to such date accumulated and paid in a lump sum on the first date on which payments are made in accordance with the terms of this sentence. The CIC Severance Payment, if any, payable hereunder shall be paid in one lump sum within 65 days after the Date of Termination; provided, however, that, unless the CIC Severance Payment relates to a transaction that satisfies the requirements of Treas. Reg. § 1.409A-3(i)(5), any portion of the CIC Severance Payment that constitutes deferred compensation within the meaning of Section 409A, will be paid at the earliest date that is permitted in accordance with the schedule that is applicable to the Severance Payment.

(f) Forfeiture of Long-Term Incentive Compensation Awards and Annual Bonus. Notwithstanding anything to the contrary herein and without limiting any rights and remedies available to the Company under the terms of this Agreement or otherwise at law or in equity (including as may be required by law or pursuant to policies of the Company as may be in effect from time to time), in the event the Company terminates Employee's employment for Cause or if Employee violates the restrictive covenants set forth in Sections 7 and 8 of this Agreement or engages in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its affiliates, the Company may (i) in the case of a termination for Cause, at any time up to six months after such termination, or (ii) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after Employee engages in such conduct, (x) terminate or cancel any Long-Term Incentive Compensation that is unvested or vested and unexercised or any earned but unpaid Annual Bonus, (y) require Employee to forfeit or remit to the Company any shares (or the equivalent value in cash) that were issued to Employee (or cash that was paid to Employee) upon vesting, settlement or exercise, as applicable, of any Long-Term Incentive Compensation or any cash previously paid to Employee in respect of any Annual Bonus, or (z) adjust any other compensation of Employee in order to recover the amount by which any Long-Term Incentive Compensation or Annual Bonus paid to Employee exceeded the lower amount that would have

been payable after giving effect to the restated financial results or the material loss; provided, however, that, in cases where cure is reasonably possible, Employee shall first be provided a 15-day cure period to cease, and to cure, such conduct. In addition, Employee's Long-Term Incentive Compensation and Annual Bonus shall be subject to any other clawback or recoupment policy of the Company as may be in effect from time to time or any clawback or recoupment as may be required by applicable law.

(g) Section 280G. In the event that any payments, distributions, benefits or entitlements of any type payable to Employee ("CIC Benefits") (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee's CIC Benefits shall be reduced to such lesser amount (the "Reduced Amount") that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of a nationally recognized accounting firm selected by the Company prior to a Change of Control (the "Accountants"), that without such reduction Employee would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that Employee would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and Employee otherwise agree in writing, any determination required under this Section 6(g) shall be made in writing in good faith by the Accountants. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable in cash under Section 6(d)(ii) and 6(d)(iii) and then by reducing or eliminating any amounts that are payable with respect to long-term incentives including any equity-based or equity-related awards (whether payable in cash or in kind). For purposes of making the calculations required by this Section 6(g), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably require in order to make a determination under this Section 6(g), and the Company shall bear the cost of all fees the Accountants charge in connection with any calculations contemplated by this Section 6(g).

(h) Mitigation; Offset. Except as expressly provided hereunder, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right or action that the Company may have against the Employee or others. In no event shall the Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Employee under any of the provisions of this Agreement.

7. Non-Solicitation; Non-Hire. (a) During the Term and during the Restricted Period, Employee hereby agrees not to, directly or indirectly, solicit or hire or assist any other person or entity in soliciting or hiring any employee of the Company, or any of its affiliates (the "Company Entities"), to perform services for any entity (other than a Company Entity) or attempt to induce any such employee to leave the service of a Company Entity, or solicit, hire, employ or engage on behalf of himself or any other person, any employee of a Company Entity, or anyone who was employed by a Company Entity, during the twelve-month period preceding such solicitation, hire, employment or engagement. "Restricted Period" means two years following termination of Employee's employment for any reason and, for the avoidance of doubt, regardless of whether such termination is before, upon or after expiration of the Term.

(b) During the Term and during the Restricted Period, Employee hereby agrees not to, directly or indirectly, discontinue or reduce the extent of the relationship between

the Company Entities and the individuals, partnerships, corporations, professional associations or other business organizations that have a business relationship with any Company Entity (the "Company's Clients") and about which business relationship Employee was aware, or to obtain or seek products or services the same as or similar to those offered by the Company Entities from any source not affiliated with the Company Entities.

8. Confidentiality; Non-Compete; Non-Disclosure; Non-Disparagement; Cooperation. (a) Confidentiality. (i) Employee hereby agrees that, during the Term and thereafter, he will hold in strict confidence any Confidential Information related to any of the Company Entities. For purposes of this Agreement, "Confidential Information" shall mean all confidential or proprietary information of any of the Company Entities (in whatever form), whether or not that information rises to the level of a protectable trade secret, including, without limitation: any information, observations and data concerning the business or affairs or operation of the Company Entities developed or learned by Employee during the Term or which any Company Entity or any of their respective members, directors, officers, managers, partners, employees, agents, advisors, attorneys, accountants, consultants, investment bankers, investment advisors or financing sources at any time furnishes or has furnished to Employee in connection with the business of any of the Company Entities; the Company's (and any of its respective affiliates') investment methodologies or models, investment advisory contracts, fees and fee schedules or investment performance ("Track Records"); technical information or reports; brand names, trademarks, formulas; trade secrets; unwritten knowledge and "know-how"; operating instructions; training manuals; customer lists and related customer information; customer buying records and habits; product sales records and documents, and product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; product cost; long- range plans; information relating to pricing, competitive strategies and new product development; information relating to any forms of compensation or other personnel-related information of the Company Entities; contracts and supplier lists and any information relating to financial data, strategic business plans; information about any third parties with which any Company Entity has a business relationship or owes a duty of confidentiality; and all notes, analyses, compilations, forecasts, studies or other documents prepared by Employee or obtained by Employee in the course of his work for a Company Entity that contain or reflect any such information and, in each case, which is not known to the public generally other than as a result of Employee's breach of this Agreement. Without limiting the foregoing, Employee acknowledges and agrees that the Track Records shall not be the work of any one individual (including Employee) and are the exclusive property of the Company and its affiliates, as applicable, and agrees that he shall in no event claim the Track Records as his own following termination of his employment with the Company. Nothing in this Agreement shall prohibit or restrict any person from (1) testifying truthfully to the extent required by applicable law or legal process, (2) communicating with any governmental, administrative or regulatory agency or authority, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Consumer Financial Protection Bureau, the U.S. Department of Justice, the U.S. Equal Employment Opportunity Commission and the U.S. National Labor Relations Board, (3) disclosing information in confidence to an attorney for the purpose of obtaining legal advice so long as such attorney agrees not to use or disclose such information, (4) disclosing information with the prior written consent of the Board so long as such consent specifically references this provision and/or (5) disclosing information that is publicly known other than by reason of Employee's violation of this Section 8(a). In the event Employee or his legal representative is requested or required to disclose any Confidential Information, Employee shall provide the Company with prompt notice of such request or requirement so that the Company may seek an appropriate protective order (in which Employee will cooperate). If the Company fails to obtain a protective order or provides a waiver hereunder, and Employee is, in the opinion of counsel, compelled to disclose Confidential Information, Employee may disclose only that portion of the Confidential Information that Employee's counsel advises is reasonably required by law to disclose.

(ii) Except as expressly set forth otherwise in this Agreement, Employee agrees that, prior to the date on which the Company publicly files this Agreement with the Securities and Exchange Commission, Employee shall not disclose the terms of this Agreement, except to his immediate family and his financial and legal advisors, or as may be required by law or ordered by a court. Employee further agrees that any disclosure to his financial and legal advisors will only be made after such advisors acknowledge and agree to maintain the confidentiality of this Agreement and its terms.

(iii) Employee further agrees that he will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employers of Employee or any other person to whom Employee has an obligation of confidentiality, and will not bring onto the premises of the Company or its affiliates any unpublished documents or any property belonging to any such former employer or other person to whom Employee has an obligation of confidentiality unless consented to in writing by the former employer or such other person.

(b) Non-Competition. Employee agrees that Employee will not, during the Term and during the Non-Compete Period, within the Restricted Area, directly or indirectly (whether or not for compensation) become employed by, engage in business with, serve as an agent or consultant to, become an employee, partner, member, principal, stockholder or other owner (other than a holder of less than 1% of the outstanding voting shares of any publicly held company) of, any Competitive Business. Nor shall Employee, during the Term and during the Non-Compete Period, within the Restricted Area, otherwise compete with, or perform services relating to the business of, any of the Company Entities for any business other than a Company Entity, in any business in which the Company Entities participate, or businesses they are actively considering, at the time of termination of Employee's employment or during the one year prior to such termination (the "Business"). For purposes of this Agreement, "Competitive Business" shall mean any individual, corporation, limited liability company, partnership, unincorporated organization, trust, joint venture or other entity (i) that engages in or may engage in acquisition related or mergers and acquisition activities related to the provision of less-than-truckload transportation services, including, without limitation, researching, analyzing and evaluating companies for possible investment in or acquisition of, for itself or clients, (ii) that engages in or may engage in less-than-truckload transportation services either directly or through third-party provider(s), including asset-based, asset-light or non-asset services, including only by way of illustration, less-than truckload freight brokerage or freight transportation, or firms such as Amazon, ArcBest, Apollo Global Management, CEVA Logistics, Convoy, Coyote Logistics, Echo Global Logistics, Inc., Estes Express Lines, Fed Ex Corporation, Flexport, Hub Group, Old Dominion, R+L Carriers, Saia, TFI International, Inc., Uber/Transplace, United Parcel Service, Yellow Corporation, CMA CGM S.A., Maersk, Convoy, Transfix, and Knight-Swift, or (iii) that otherwise competes with the Company Entities anywhere in which the Company Entities engage in or intend to engage in the Business or where any of the Company Entities' customers are located. For the avoidance of doubt, it shall be a violation of this Section 8(b) for Employee to provide any services whatsoever to any private equity firm, hedge fund or similar firm or fund that invests in a company engaged in any Competitive Business or any investment bank or similar firm that advises companies engaged in any Competitive Business, or any business intelligence or similar research or consulting organization that services private equity firms, hedge funds or similar firms or funds that invest in companies engaged in any Competitive Business (such as the Third Bridge Group, the Gerson Lehrman Group, Alphasights and Coleman Research), in each case, in the Restricted Area during the Term or the Restricted Period. "Restricted Area" means Canada and any State of the United States and any other country in which the Company or any Company Entity does business or any other country in which any Company client is located during the Term or the Restricted Period. "Non-Compete Period" shall mean, subject to Section 8(c) below, three years following termination of Employee's employment for any reason and, for the avoidance of doubt, regardless of whether such termination is before, upon or after expiration of the Term. With respect to any period prior

to the Spinoff (as defined on Exhibit A), the terms Competitive Business and Restricted Area shall have the meanings set forth in the Prior Agreement and shall survive the termination of the Prior Agreement (and any specific firms listed above on the illustrative non-exhaustive list of firms but not listed in the corresponding list in the Prior Agreement shall be deemed added to such corresponding list).

(c) Extended Non-Competition. The Company shall have the right to extend the Non-Compete Period for up to an additional 12-month period (the "Extended Non-Compete Period") beyond the completion of the Non-Compete Period. If the Company elects to extend the Non-Compete Period, it will notify Employee in writing of such fact not later than the 90th day prior to the expiration of the Non-Compete Period. By signing this Agreement, Employee agrees to accept and abide by the Company's election. If the Company elects to extend the Non-Compete Period, Employee agrees that, during the Extended Non-Compete Period, Employee shall be bound by the restrictions set forth in Section 8(b) in the same manner applicable during the Non-Compete Period, and the Company agrees to pay Employee subject to Section 6(e) of this Agreement during each month of the Extended Non-Compete Period, in an amount equal to his monthly Base Salary as in effect on the Date of Termination. Payment for any partial month will be prorated. Payment of Employee's Base Salary during the Extended Non-Compete Period will be made pursuant to the Company's normal and customary payroll procedures. If the Company elects to extend the Non-Compete Period, any monies Employee earns from any other work during such periods, whether as an employee or as an independent contractor, will reduce, dollar for dollar, the amount that the Company is obligated to pay Employee under this Section 8(c). Payments made by the Company under this Section 8(c) are made solely for the extension of the non-compete covenant and do not render Employee either an employee of, or a consultant to, the Company. Notwithstanding any provision of this Agreement to the contrary, the right of the Company to extend the Non-Compete Period hereunder and any related payment of Base Salary for the Extended Non-Compete Period hereunder shall lapse upon a Change of Control.

(d) Competitive Opportunity. If, at any time during the Term, Employee (i) acquires knowledge of a potential investment, investment opportunity or business venture which may be an appropriate investment by the Company, or in which the Company could otherwise have an interest or expectancy (a "Competitive Opportunity"), or (ii) otherwise is then exploiting any Competitive Opportunity, Employee shall promptly bring such Competitive Opportunity to the Company. In such event, Employee shall not have the right to hold any such Competitive Opportunity for his (and his agents', employees' or affiliates') own account and benefit or to recommend, assign or otherwise transfer or deal in such Competitive Opportunity with persons other than the Company.

(e) Return of Company Property. All documents, data, recordings, or other property, including, without limitation, smartphones, computers and other business equipment, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for Employee and utilized by Employee in the course of his employment with the Company shall remain the exclusive property of the Company and Employee shall return all copies of such property upon any termination of his employment and as otherwise requested by the Company during the Term. Employee further agrees not to alter, delete or destroy any Company property, documents, records, data contained in any location, including but not limited to any information contained on any Company-provided computer or electronic device. Such devices shall not be wiped, scrubbed, or reset to original factory condition prior to surrender.

(f) Non-Disparagement. Employee hereby agrees not to defame or disparage any of the Company Entities or any of their respective officers, directors, members, partners or employees (collectively, the "Company Parties"), and to cooperate with the Company upon reasonable request, in refuting any defamatory or disparaging remarks by any third party made in

respect of any of the Company Parties. Employee shall not, directly or indirectly, make (or cause to be made) any comment or statement, oral or written, including, without limitation, in the media or to the press or to any individual or entity, that could reasonably be expected to adversely affect the reputation of any of the Company Parties or the conduct of its, his or their business. The Company shall request that its directors and executive officers not defame or disparage Employee; provided, however, that the failure of any director, executive officer or employee of the Company to comply with such request shall in no way constitute a breach or violation of the Company's obligations hereunder or otherwise subject the Company to any liability.

(g) Cooperation. During the Term and thereafter (including, without limitation, following the Date of Termination), Employee shall, upon reasonable notice and without the necessity of any Company Entity obtaining a subpoena or court order, provide Employee's reasonable cooperation in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against any Company Entity that relates to events occurring during Employee's employment with any Company Entity as to which Employee may have relevant information (including furnishing relevant information and materials to the relevant Company Entity or its designee and/or providing testimony at depositions and at trial), provided that the Company shall reimburse Employee for expenses reasonably incurred in connection with any such cooperation occurring after the termination of Employee's employment and provided that any such cooperation occurring after the Date of Termination shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with Employee's business or personal affairs.

9. Notification of Subsequent Employer. Employee hereby agrees that, prior to accepting employment with any other person during any period during which Employee remains subject to any of the covenants set forth in Section 7, 8(b) or 8(c) of this Agreement, Employee shall provide such prospective employer with written notice of such provisions of this Agreement, with a copy of such notice delivered simultaneously to the Company.

10. Injunctive Relief. Employee and the Company agree that Employee will occupy a high-level and unique position of trust and confidence with the Company Entities and will have access to their Confidential Information, and that the Company would likely suffer significant harm to its protectable confidential information and business goodwill from Employee's breach of any of the covenants set forth in Sections 7 and 8. Employee acknowledges that it is impossible to measure in money the damages that will accrue to the Company Parties in the event that Employee breaches any of the restrictive covenants provided in Sections 7 and 8 of this Agreement. In the event that Employee breaches any such restrictive covenant, the Company Parties shall be entitled to an injunction restraining Employee from violating such restrictive covenant (without posting any bond). If any of the Company Parties shall institute any action or proceeding to enforce any such restrictive covenant, Employee hereby waives the claim or defense that such Company Party has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that there is an adequate remedy at law. The foregoing shall not prejudice the Company's right to require Employee to account for and pay over to the Company, and Employee hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by Employee as a result of any transaction constituting a breach of any of the restrictive covenants provided in Sections 7 and 8 of this Agreement or to seek any other relief to which it may be entitled.

11. Miscellaneous. (a) Notices. Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally, or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by overnight courier service

via UPS or FedEx and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Company, to:

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

If to Employee:

During the Term, to his principal residence as listed in the records of the Company

or to such other address as any party may designate by notice to the other.

(b) Entire Agreement. From and after the Promotion Date, this Agreement shall constitute the entire agreement and understanding among the parties hereto with respect to Employee's employment hereunder and, as of the Promotion Date, supersedes and is in full substitution for any and all prior understandings or agreements (whether written or oral) with respect to Employee's employment including, without limitation, the Prior Agreement (except as provided in Section 8(b)). The Company does not make and has not made, and Employee does not rely and has not relied on any statement, omission, representation or warranty, written or oral, of any kind or nature whatsoever, regarding the Company or the Long-Term Incentive Compensation, including, without limitation, its or their present, future, prospective or potential value, worth, prospects, performance, soundness, profit or loss potential, or any other matter or thing whatsoever relating to whether Employee should purchase or accept any Long-Term Incentive Compensation and/or the consideration therefor.

(c) Amendment; No Waiver. Except as expressly set forth otherwise in this Agreement (including, without limitation, pursuant to Sections 11(1)(iv) and 11(m) of this Agreement), this Agreement may be amended only by an instrument in writing signed by the parties, and the application of any provision hereof may be waived only by an instrument in writing that specifically identifies the provision whose application is being waived and that is signed by the party against whom or which enforcement of such waiver is sought. The failure of any party at any time to insist upon strict adherence to any provision hereof shall in no way affect the full right to insist upon strict adherence at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement. No failure or delay by either party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Termination of this Agreement shall not relieve any party of liability for any breach of this Agreement occurring prior to such termination.

(d) No Construction Against Drafter. The parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(e) Clawbacks. Employee hereby acknowledges and agrees that Employee will also be subject to any legally mandated policy relating to the recovery of compensation,

solely to the extent that the Company is required to implement such policy pursuant to applicable law, whether pursuant to the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or otherwise.

(f) Employee Representations and Acknowledgements. Employee represents, warrants and covenants that as of the date that the Company and Employee have executed this Agreement as set forth on the signature page hereto: (i) he has the full right, authority and capacity to enter into this Agreement, (ii) he is ready, willing and able to perform his obligations hereunder and, to his knowledge, no reason exists that would prevent him from performing his obligations hereunder, (iii) he is not bound by any agreement that conflicts with or prevents or restricts the full performance of his duties and obligations to the Company hereunder during or after the Term and (iv) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Employee is subject. Employee acknowledges that he has carefully read this Agreement and has given careful consideration to the restraints imposed upon Employee by this Agreement, and is in full accord as to the necessity of such restraints for the reasonable and proper protection of the Confidential Information, business strategies, employee and customer relationships and goodwill of the Company Entities now existing or to be developed in the future. Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, industry scope, time period and geographic area. Employee agrees to comply with each of the covenants contained in Sections 7 and 8 of this Agreement in accordance with their terms, and Employee shall not, and hereby agrees to waive and release any right or claim to, challenge the reasonableness, validity or enforceability of any of the covenants contained in Section 7 or 8 of this Agreement. Employee further acknowledges that although Employee's compliance with the covenants contained in Sections 7 and 8 of this Agreement may prevent Employee from earning a livelihood in a business similar to the business of the Company Entities, Employee's experience and capabilities are such that Employee has other opportunities to earn a livelihood and adequate means of support for Employee and Employee's dependents. Employee acknowledges that the Company has advised him that it is in his best interest to consult with an attorney prior to executing this Agreement.

(g) Survival. Employee's obligations under Sections 7 and 8 of this Agreement shall remain in full force and effect for the entire period provided therein notwithstanding any termination of employment or other expiration of the Term or termination of this Agreement. The terms and conditions of Sections 6, 7, 8, 9, 10 and 11 of this Agreement shall survive the Term and termination of Employee's employment.

(h) Assignment. This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. This Agreement is personal to Employee; and neither this Agreement nor any right or obligation hereunder may be assigned by Employee without the prior written consent of the Company (or except by will or the laws of descent and distribution), and any purported assignment in violation of this Section 11(h) shall be void.

(i) Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse; provided, however, that in the event of a final, non-reviewable, non-appealable determination that any provision of Section 7 or 8 of this Agreement (whether in whole or in part) is void or constitutes an unreasonable

restriction against Employee, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as may constitute a reasonable restriction under the circumstances. Subject to the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) Tax Withholding. The Company may withhold from any amounts payable to Employee hereunder all federal, state, city, foreign or other taxes that the Company may reasonably determine are required to be withheld pursuant to any applicable law or regulation (it being understood that Employee shall be responsible for payment of all taxes in respect of the payments and benefits provided herein).

(k) Cooperation Regarding Long-Term Incentive Compensation. Employee expressly agrees that he shall execute such other documents as reasonably requested by the Company to effect the terms of this Agreement and the issuance of the Long-Term Incentive Compensation as contemplated hereunder in compliance with applicable law.

(l) Governing Law; Arbitration; Consent to Jurisdiction; Waiver of Jury Trial. (i) This Agreement shall be governed by and construed in accordance with its express terms, and otherwise in accordance with the laws of the State of Delaware without reference to its principles of conflicts of law.

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

(iii) Except to the extent that the Company seeks injunctive relief pursuant to Section 10 of this Agreement, any claim initiated by the Company arising out of or relating to this Agreement, or the breach thereof, or Employee’s employment, or the termination thereof, shall, at the election of the Company be resolved in accordance with Section 11(l)(ii) or (iv) of this Agreement.

(iv) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 11(l) or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which he now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 11(l)(iv), and agrees that he shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 11(l)(iv) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH HEREOF, OR EMPLOYEE’S EMPLOYMENT, OR THE TERMINATION THEREOF, IS LITIGATED OR HEARD IN ANY COURT.

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

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

(ii) Neither Employee nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the "Company Plans") to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Employee or for Employee's benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Employee to the Company or any of its affiliates.

(iii) If, at the time of Employee's separation from service (within the meaning of Section 409A), (i) Employee shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Employee shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payment shall be due to Employee under this Agreement until Employee would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

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

(v) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii).

(vi) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Employee under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Employee under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Employee as soon as practicable following the date that the applicable expense is incurred, but in

no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

(n) Section 105(h). Notwithstanding any provision of this Agreement to the contrary, to the extent necessary to satisfy Section 105(h) of the Code, the Company will be permitted to alter the manner in which medical benefits are provided to Employee following termination of Employee's employment, provided that the after-tax cost to Employee of such benefits shall not be greater than the cost applicable to similarly situated executives of the Company who have not terminated employment.

(o) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes.

(p) Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

[Signature page follows.]

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

XPO Logistics, Inc.
by

/s/ Josephine Berisha
Josephine Berisha
Chief Human Resources Officer

EMPLOYEE

/s/ Mario A. Harik
Mario A. Harik

EXHIBIT A

MARIO A. HARIK

Promotion Date:	Earlier of the effective date of the spinoff of the Company's tech-enabled brokered transportation services business (the "Spinoff") and January 1, 2023. Until the Promotion Date, the terms of the employment agreement between the Employee and the Company, dated July 31, 2020, shall govern the terms of Employee's employment except that the Employee shall serve as President, LTL and report to the Chief Executive Officer of the Company.
Employee:	Mario A. Harik
Position:	As of the Promotion Date, Employee will serve as Chief Executive Officer of the Company. Additionally, effective as of the Promotion Date, Employee will be appointed to serve as a member of the Board of Directors of the Company.
Reporting Person:	Board of Directors of the Company
Base Salary:	$850,000
Target Bonus:	200% of Base Salary If the Promotion Date occurs during fiscal year 2022, the fiscal year 2022 bonus opportunity (i) with respect to the Employee's position as Chief Information Officer and President, LTL shall be prorated to reflect the period from January 1, 2022 until the Promotion Date and (ii) with respect to the Employee's position of Chief Executive Officer will be prorated to reflect the period from the Promotion Date until December 31, 2022.
2023 Annual LTI Opportunity:	Employee will be eligible to receive fiscal year 2023 annual long-term incentive awards from the Company with a total grant date value of $7,500,000. 80% of the award opportunity (corresponding to a grant date value of $6,000,000) is expected to be granted in the form of performance-based restricted stock units and 20% of the award opportunity (corresponding to a grant date value of $1,500,000) is expected to be granted in the form of time-based restricted stock units. The grant of the long-term incentive award and all terms and conditions thereof (including vesting terms and conditions) will be subject to the approval of the Compensation Committee.

EXHIBIT B

For a copy of the Performance-Based Restricted Stock Unit Award Agreement, see Exhibit 10.2 of the registrant's Form 10-Q for the quarter ended September 30, 2022.

Exhibit 10.2

PROMOTION PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC.
2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of
[DATE] (the "Grant Date") between XPO LOGISTICS, INC.,
a Delaware corporation (the "Company"), and [NAME]

This Promotion Performance-Based Restricted Stock Unit Award Agreement (this "Award Agreement") sets forth the terms and conditions of an award of performance-based restricted stock units with respect to a target number of shares (the "Target Amount") of the Company's Common Stock, $0.001 par value ("Share") equal to [TOTAL AWARDS] restricted stock units (this "Award"), that is subject to the terms and conditions specified herein (each such restricted stock unit, an "RSU") and that are granted to you under the XPO Logistics, Inc. 2016 Omnibus Incentive Compensation Plan (the "Plan"). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, Shares or cash, as set forth in Section 3 of this Award Agreement which in connection with the NAT Spinoff (as defined herein) shall be adjusted and concentrated solely into Shares of the Company pursuant to the terms of an employee matters agreement entered into by the Company in connection with such NAT Spinoff.

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

SECTION 1. The Plan. This Award is made pursuant to the Plan, all the terms of which are hereby incorporated in this Award Agreement, including the provisions of Section 6(e) of the Plan. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern.

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

"Cause" shall have the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

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

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

"Continuing Performance Goals" means the market-based performance goals applicable to the Award as set forth in Exhibit A.

"Determination Date" means the date following the completion of the Performance Period on which the Committee certifies the level of achievement of the

Continuing Performance Goals, which shall be no later than March 10 immediately following the Performance Period; provided, however, that in the event that the RSUs vest pursuant to the final sentence of Section 3(c), the Determination Date shall be deemed to be the date of the applicable Change in Control.

"Earned Amount" means the number of RSUs earned with respect to the Award based on the level of achievement of the Continuing Performance Goals or otherwise in accordance with this Award Agreement.

"Employment Agreement" means any individual employment agreement, change in control and severance agreement, or confidential information protection agreement between you and the Company or any of its Subsidiaries.

"Gating Performance Goal" means the completion of a distribution to shareholders of the Company of 80% or more of the common stock of a subsidiary of the Company that holds the Company's North America Transport business (which may include, at the discretion of the Board, all or any combination of the Company's Brokerage, Expedite, Managed Transportation, Global Forwarding, and Last Mile business lines) that occurs on or prior to March 31, 2023. Such distribution is referred to herein as the "NAT Spinoff".

"Good Reason" shall having the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

"Performance Period" means the period commencing on the Grant Date and ending on the Vesting Date.

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

"Settlement Date" means on, or as soon as reasonably practicable (and in any event no later than ten (10) calendar days) following the later of the date on which the Award becomes vested in accordance with Section 3 of this Award Agreement and the Determination Date; provided that with respect to any portion of the Award that becomes vested on your termination of employment pursuant to Section 3(b)(i) of this Award Agreement (due to your death) or Section 3(c), the Settlement Date shall not be later than the March 15 immediately following the calendar year during which your termination of employment occurred.

"Vesting Date" means the fourth anniversary of the Grant Date.

SECTION 3. Vesting and Settlement.

(a) Regularly Scheduled Vesting. Except as otherwise provided in this Award Agreement, the Earned Amount, determined based on the level of achievement of the Continuous Performance Goals at the completion of the Performance Period as certified by the Committee, shall vest on the Vesting Date contingent upon (i) the completion of the Gating Performance Goal by March 31, 2023 and (ii) your continued employment through the Vesting Date (except as otherwise provided in Sections 3(b) and 3(c)). Except as otherwise provided in this Award Agreement, no RSUs shall be earned and payable with respect to the Award unless the Committee has certified the level of achievement of the Continuous Performance Goals. The Committee shall have sole discretion to determine the level of achievement of the Continuous Performance Goals.

If the Gating Performance Goal is not achieved by March 31, 2023 then, effective immediately on March 31, 2023, 100% of the RSUs granted pursuant to this Award Agreement shall be forfeited regardless of the level of achievement of the Continuous Performance Goals.

(b) Termination of Employment. Notwithstanding anything in this Award Agreement or the Plan to the contrary but subject to Section 3(c), all unvested RSUs will be forfeited upon your termination of employment for any reason prior to the Vesting Date, except that:

i. *Death.* If your employment terminates by reason of your death, you shall vest in (A) if your termination of employment occurs prior to the Determination Date, the Target Amount of RSUs or (B) if your termination of employment occurs after the Determination Date, the Earned Amount of RSUs.

ii. *Involuntary Not for Cause Termination.* If your employment is involuntarily terminated by the Company without Cause (and other than due to your Disability), prior to the Vesting Date and the Gating Performance Goal is achieved by March 31, 2023, then you will be eligible to vest in a prorated portion of the Earned Amount of RSUs, if any (as determined on the Determination Date), with proration based on a fraction, the numerator of which is the number of days from the first day of the Performance Period through your termination of employment and the denominator of which is 1,461. Any RSUs that are outstanding on the date of your involuntary termination of employment without Cause (other than due to your Disability) that is covered by this Section 3(b)(ii) and that do not become vested pursuant to this Section 3(b)(ii) shall be forfeited.

(c) Change of Control. If a Change of Control occurs during the Performance Period and while the Award remains outstanding, then (i) if the Change in Control occurs prior to April 1, 2023, the Gating Performance Goal shall be deemed achieved upon the occurrence of the Change of Control and (ii) the Earned Amount of RSUs shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the amount of RSUs that would be earned based on the actual level of achievement of the Continuous Performance Goals through the latest practicable date prior to the date of the Change of Control as determined by the Committee. Upon a Change of Control that occurs prior to the Vesting Date, if you remain employed at the time of such Change of Control, the Earned Amount of the RSUs as determined pursuant to this Section 3(c) (including any RSUs replaced in compliance with Section 8(b) of the Plan) shall remain outstanding and unvested, and shall continue to vest in accordance with the time-based vesting conditions set forth in Section 3(a), subject to your continued employment through the Vesting Date, or shall vest upon your earlier termination of employment (1) due to your death, (2) due to an involuntary termination by the Company without Cause (and other than due to your Disability) that occurs during the two-year period commencing on the date of the Change in Control, or (3) solely during the two-year period commencing on the date of the Change in Control, due to your resignation for Good Reason. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan or, prior to the Change in Control, your employment was terminated without Cause (other than due to your Disability) , the Earned Amount of the RSUs as determined pursuant to this Section 3(c) shall vest immediately upon the completion of the Change of Control.

(d) Settlement of RSU Award. If RSUs vest pursuant to the foregoing provisions of this Section 3, then no later than the applicable Settlement Date, the Company shall deliver to you or your legal representative either (i) one Share or (ii) a cash payment equal to the Fair Market Value determined as of the Settlement Date of one Share, in each case, for each RSU that has been deemed earned and vested based on the Earned Amount in accordance with the terms of this Award Agreement; provided, that the Company shall have sole discretion to determine whether to settle such RSUs in Shares, cash or a combination thereof.

SECTION 4. Forfeiture of RSUs. If you (a) breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit, non-disparagement or confidentiality provisions) contained in any arrangements with the Company (including any Employment Documents and the confidentiality covenant contained in Section 10(c) hereof) to which you are subject or (b) engage in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to the RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto and, if the RSUs are vested and/or settled, the Company may require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs; provided, however, that, notwithstanding anything in the Employment Agreement to the contrary, (i) the Company may make such demand that you forfeit or remit any such amount at any time that is not later than six months after learning of the conduct described in this Section 4 and (ii) in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

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

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

SECTION 7. Withholding, Consents and Legends.

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

the Plan or shall have such other meaning as determined by the Company in accordance with applicable withholding requirements) equal to such withholding tax liability.

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

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

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

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

SECTION 10. Dispute Resolution.

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

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

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 10, except that you may disclose information concerning such dispute to the court that is

considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

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

If to the Company:	XPO Logistics, Inc. Five American Lane Greenwich, CT 06831 Attention: Chief Human Resources Officer
If to you:	To your address as most recently supplied to the Company and set forth in the Company's records

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

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

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

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

SECTION 15. Section 409A.

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

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

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Documents), on the first Business Day after such six-month period. For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulations Section 1.409A-2(b)(2)(iii).

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

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

SECTION 17. Securities Trade Monitoring Policy. You are required to maintain a securities brokerage account with the Company’s preferred broker in order to receive any Shares issuable under this Award, in accordance with the Company securities trade monitoring policy (the “Trade Monitoring Policy”). The Company’s preferred broker is currently Morgan Stanley. Any Shares issued to you pursuant to this Award Agreement shall be deposited in your account with the Company’s preferred broker in accordance with the terms set forth herein. You hereby acknowledge that you have reviewed, and agree to comply with, the terms of the Trade Monitoring Policy, and that this Award, and the value of any Shares issued pursuant to this Award Agreement, shall be subject to forfeiture or recoupment by the Company, as applicable, in the event of your noncompliance with the Trade Monitoring Policy, as it may be in effect from time to time.

SECTION 18. Lock-Up. All Shares received on settlement of the Award (net of Shares withheld to satisfy the applicable tax withholding) shall be subject to a one year lock-up from the Settlement Date on sales, offers, pledges, contracts to sell, grants of any option, right or warrant to purchase, or other transfers or dispositions, whether

directly or indirectly; provided, however, that such lock-up may be waived in the sole discretion of the Compensation Committee of the Board of Directors of the Company and shall not apply after a Change in Control or after your death.

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

XPO LOGISTICS, INC.

By

____

Josephine Berisha
Chief Human Resources Officer

Exhibit A

Continuous Performance Goals

(1) Performance Goals. The metrics for the Continuous Performance Goals shall be the Company's Relative Total Shareholder Return (Index) as multiplied by the Company's Relative Total Shareholder Return (LTL Peers). The Continuous Performance Goal for each metric is set forth below in this Section 1, unless the Committee shall determine in its discretion to reduce, or adjust the underlying elements of, the applicable Continuous Performance Goal in the event of an event described in Section 4(b) of the Plan, including in connection with the NAT Spinoff. The level of achievement of each Continuous Performance Goal shall be measured over the Performance Period as described below.

- Company's Relative Total Shareholder Return (Index) as multiplied by the Company's Relative Total Shareholder Return (LTL Peers) . The calculation of the number of Earned PSUs shall equal the product of (1) the percentage of shares earned as a percentage of target as computed based on the level of achievement of the Company's Relative Total Shareholder Return (Index) as set forth in clause (i) below *multiplied by* (2) the multiplier based on the level of achievement of the Company's Relative Total Shareholder Return (LTL Peers) as calculated in accordance with clause (ii) below.

  i. **Target Performance Goal:** The Company's TSR ranking in the Index is at the 67th percentile with each company in the Index, including the Company, ranked based on its multi-year TSR at the completion of the Performance Period (in the order of lowest to highest TSR).

Percentile Position vs. Index Companies	Shares Earned as a Percentage of Target*
Below 67th Percentile	0%
67th Percentile	100%
83rd Percentile and above	150%

*Linear interpolation shall be applied between 67th Percentile and 83rd Percentile

ii. **Multiplier**: The multi-year TSR of the Company during the Performance Period outperforms the multi-year LTL Peer Group TSR as calculated during the Performance Period by 200 basis points.

Annualized Basis Pt. Outperformance vs. Peers	Multiplier
200 bps and below	100%
500 bps and above	133%

*Linear interpolation shall be applied between 200 bps and 500bps

(2) Certain Definitions.

- "Beginning Price" shall mean the average of the closing prices of shares of the Company or each company in the Index or LTL Peer Group, as applicable, during the thirty (30) consecutive trading days beginning on and including the Grant Date. Upon completion of the NAT Spinoff, the Beginning Price of shares of the Company shall be adjusted using a methodology that is intended to result in equitable adjustment consistent with the terms of the Plan and approved by the Committee.

- "Index" means the S&P Midcap 400 Index. For the avoidance of doubt, only those companies with a Beginning Price and Ending Price shall be included in the Index.

- "Dividends Paid" shall mean all cash dividends paid by the applicable company with respect to an ex-dividend date that occurs during the Performance Period (whether or not the dividend payment date occurs during the Performance Period), which shall be deemed to have been reinvested in the underlying common shares and shall include cash dividends paid with respect to such reinvested dividends. As applied to the Index and LTL Peer Group, Dividends Paid shall relate to dividends of the constituent companies and shall assume that they are reinvested in the constituent companies of the Index and LTL Peer Group.

- "Ending Price" shall mean the average of the closing prices of the shares of the Company or each company in the Index or LTL Peer Group, as applicable, during the thirty (30) consecutive trading days leading up to and including the Vesting Date. In determining the Ending Price for the Company or a company in the Index or LTL Peer Group, the Committee shall make such adjustments as it deems appropriate to reflect stock splits, spin-offs, and similar transactions that occurred during the Performance Period.

- "LTL Peer Group" means the following companies with the corresponding weighted percentages:
  - Old Dominion Freight Line, Inc. ("ODFL") (weighted 66.7%);
  - Saia, Inc. (weighted 33.3%);

  provided that the Committee shall make adjustments to the weighting and composition if it determines that a company may no longer be included in the LTL Peer Group due to a sale, acquisition, divestiture, merger, delisting or other similar transaction.

- "LTL Peer Group TSR" shall mean the aggregate TSR of each member of the LTL Peer Group, as calculated on a weighted basis as prescribed under the definition of LTL Peer Group.
- "TSR" shall mean the quotient of (i) a company's Ending Price minus the company's Beginning Price plus the company's Dividends Paid, divided by (ii) the company's Beginning Price.

Exhibit 10.3

September 01, 2022

Troy A. Cooper
c/o XPO Logistics, Inc.
Five American Lane
Greenwich, CT 06831

Dear Troy,

This amendment letter (this "*Amendment Letter*") formalizes our discussions regarding the terms and conditions of the extension of the term of your consulting services engagement as provided in your separation agreement dated December 28, 2021 (the "*Separation Agreement*") with XPO Logistics, Inc. (the "*Company*"). All capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Separation Agreement.

1. Consulting Services Term Extension

You and the Company hereby agree that the Consulting Period, which was originally scheduled to end on June 30, 2022, is extended to cover the six-month period beginning on July 1, 2022 and ending on December 31, 2022 (the "*Consulting Extension Period*"). During the Consulting Extension Period you agree to continue serving as a special consultant to the corporate management team, furnishing advice, consultation and related services upon the request of the corporate management team, and shall be paid by the hour for any consulting services that you actually render at a rate of $250 per hour. In order to receive payment, you must deliver to the Company, not later than 45 days following the end of each month during the Consulting Extension Period (or, in the case of the month of June 2022, not later than 90 days following the end of such month), written documentation of your aggregate consulting hours performed during such month. Payment of the applicable consulting fees will occur within 30 days following your delivery of corresponding written documentation.

2. Additional Terms and Conditions

Other than with respect to the extension of the Consulting Period as specifically contemplated by this Amendment Letter, the Separation Agreement remains in full force and effect in accordance with its terms.

Please indicate your agreement with the terms set forth in this Amendment Letter by your signature below and return a signed copy to Josephine Berisha via e-mail at [redacted] or via mail at Five American Lane Greenwich, CT 06831 USA.

[Signature Page Follows.]

Sincerely yours,

XPO LOGISTICS, INC.

/s/ Josephine Berisha
Name: Josephine Berisha
Title: Chief Human Resources Officer

Agreed:

/s/ Troy A. Cooper
Troy A. Cooper

[Signature Page to Amendment Letter]

Exhibit 10.4

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), effective as of the date set forth on Exhibit A (the "Start Date"), by and between XPO Logistics, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and the individual named on Exhibit A ("Employee").

WHEREAS, the Company and Employee are currently party to the employment agreement in effect as of the date hereof (the "Existing Agreement");

WHEREAS, the Company is currently engaged in efforts to complete the spinoff (the "RXO Spinoff") of the Company's North American tech-enabled brokerage services business, consisting of brokerage, managed transportation, freight forwarding and last mile;

WHEREAS, the Company and Employee have agreed that Employee shall transition out of the Chief Executive Officer role into an Executive Chairman role;

WHEREAS, in connection with such transition, the Company and Employee have agreed to make certain modifications to Employee's duties and compensation arrangements; and

WHEREAS, the Company desires to continue to employ Employee and Employee desires to continue his employment with the Company, subject to the terms and conditions set forth herein.

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

1. Term. The term of Employee's employment hereunder (the "Term") shall begin on the Start Date and end on the fifth anniversary of the Start Date. Notwithstanding the foregoing, the Term may be earlier terminated by either party in accordance with the terms of Section 5 of this Agreement, and the Term shall automatically expire on the last day of the Term (the "Expiration Date") without notice required by any party to the other.

2. Employment Duties. During the Term, Employee shall serve in the position set forth on Exhibit A and, excluding any periods of approved sick leave to which Employee is entitled, Employee shall devote such portion of his working time, energy and attention to the extent necessary to perform his duties and responsibilities hereunder. Employee shall report directly to the Reporting Person as set forth on Exhibit A (the "Reporting Person"). Executive shall not be restricted from performing services or activities for another company, business or organization so long as any such services or activities do not compete with the business of the Company.

3. Compensation. (a) Base Salary. During the Term, the Company shall pay Employee, pursuant to the Company's normal and customary payroll procedures but not less frequently than monthly, a base salary at the rate per annum set forth on Exhibit A (the "Base Salary"). The Base Salary is subject to review annually throughout the Term by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company (the "Board") in its sole discretion; provided, that the Base Salary shall not be reduced during the Term, except in connection with an across-the-board equivalent percentage reduction (not to exceed 10%) of base salaries of C-suite and other senior executives of the Company.

(b) Annual Bonus. As additional compensation, Employee shall have the opportunity to earn a performance-based bonus (the "Annual Bonus") for each year during the Term of Employee's employment commencing in the 2023 fiscal year with a target as set forth on Exhibit A (the "Target Bonus") (for the avoidance of doubt, Employee's Target Bonus opportunity for the 2022 fiscal year shall be determined in accordance with the Existing Agreement as in effect immediately prior to the Start Date), based upon Employee's achievement of performance goals as determined by the Compensation Committee which are generally in line with those performance goals established for the Company's Chief Executive Officer. Notwithstanding anything to the contrary contained herein and without limiting any other rights and remedies of the Company (including as may be required by law), if Employee has engaged in fraud or other willful misconduct that contributes materially to any financial restatements or material loss to the Company or any of its affiliates, the Company may require repayment by Employee of any cash bonus or Annual Bonus (net of any taxes paid by Employee on such payments) previously paid to Employee, or cancel any earned but unpaid cash bonus or Annual Bonus or adjust the future compensation of Employee in order to recover the amount by which any compensation paid to Employee exceeded the lower amount that would have been payable after giving effect to the restated financial results or the material loss. In addition, Employee's Annual Bonus shall be subject to any other clawback or recoupment policy of the Company as may be in effect from time to time prior to a Change of Control (as defined in the Company's 2016 Omnibus Incentive Compensation Plan) ("Change of Control"), or any clawback or recoupment as may be required by applicable law.

(c) Benefits. During the Term, Employee shall be eligible to participate in the benefit plans and programs of the Company that are generally available to other members of the Company's senior executive team, subject to the terms and conditions of such plans and programs and applicable Company policies.

(d) Business Expenses. The Company shall provide Employee a Company-owned wireless smartphone and Company-owned laptop computer during the Term and shall pay or reimburse Employee for all reasonable and necessary business expenses incurred in the performance of his duties to the Company during the Term upon the presentation of appropriate statements of such expenses.

(e) Administrative Support/Office. During the Term, the Company shall provide Employee with his current office space and related facilities at the Company's headquarters in Greenwich, CT, or other suitable office space of equal convenience to Employee. In addition, during the Term, the Company shall provide continued appropriate office equipment and administrative support to Employee (including the retention of a chief of staff and two analysts).

4. Long-Term Incentive Awards. Employee shall be eligible to receive long-term incentive compensation awards, whether cash-based or equity-based or both, periodically throughout the Term (which may be subject to Employee's achievement of performance goals as determined by the Compensation Committee which are generally in line with those performance goals established for the Company's Chief Executive Officer), with an annual target value as set forth on Exhibit A. Employee's service as an employee of the Company or member of the Board shall count as service with the Company for purposes of vesting of his long-term incentive compensation awards (which shall also be subject to accelerated vesting as provided herein).

5. Termination. Employee's employment hereunder shall be terminated upon the earliest to occur of any one of the following events (in which case the Term shall terminate as of the applicable Date of Termination):

(a) Expiration of Term. Unless sooner terminated, Employee's employment hereunder shall terminate automatically in accordance with Section 1 of this Agreement on the Expiration Date, unless otherwise agreed by the parties in writing, in which case employment hereunder will continue on an at-will basis or pursuant to the terms of any subsequent agreement between Employee and the Company.

(b) Death. Employee's employment hereunder shall terminate upon his death.

(c) Cause. The Company may terminate Employee's employment hereunder for Cause by written notice at any time. For purposes of this Agreement, the term "Cause" shall mean Employee's (i) gross negligence or willful failure to perform his duties hereunder or willful refusal to follow any lawful directive of the Reporting Person; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects Employee's performance of duties hereunder; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) breach of any term of this Agreement, including, without limitation, by virtue of failing to provide at least 30 days' advanced written notice of resignation as required by Section 5(f), or any agreement governing any of the long-term incentive compensation or equity compensation awards granted to Employee by the Company, its affiliates or any of their respective predecessors (the "Long-Term Incentive Compensation"), in each case, prior to a Change of Control, or breach of his fiduciary duties to the Company; (v) any willful act, or failure to act, in bad faith to the detriment of the Company; (vi) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, managers, officers or employees, if the Company requests his cooperation; (vii) prior to a Change of Control, failure to follow the Company's code of conduct or ethics policy; and (viii) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company will provide Employee with written notice describing the facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, Employee shall first be provided a 30-day cure period. If, subsequent to Employee's termination of employment hereunder for any reason other than by the Company for Cause, it is determined in good faith by the Reporting Person that Employee's employment could have been terminated by the Company for Cause pursuant to this Section 5(c), Employee's employment shall, at the election of the Reporting Person at any time up to two years after Employee's termination of employment but in no event more than six months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred, provided that the Company's ability to deem an Employee's employment under this sentence to be terminated for Cause shall lapse upon a Change of Control.

(d) Without Cause. The Company may terminate Employee's employment hereunder without Cause by written notice at any time.

(e) Good Reason. Employee may terminate his employment hereunder for Good Reason in accordance with the terms of this Section 5(e). For purposes of this Agreement, "Good Reason" shall mean, without first obtaining Employee's written consent: (i) the Company materially breaches the terms of this Agreement; (ii) removal of Employee as a member of the Board other than by reason of (A) Employee's voluntary departure or (B) action by the Board as a result of the occurrence of Cause or (C) Employee's Disability; (iii) the Company requires that Employee be based in a location that is more than 35 miles from the location of Employee's employment immediately prior to a Change of Control; or (iv) Employee not reporting directly and exclusively to the board of directors of a publicly-traded company that is the direct or indirect parent of the Company (or of any successor or entity that succeeds to substantially all the business and assets of the Company); provided that, the Company shall first be provided a 30-day cure period (the "Cure Period"), following receipt of written notice setting

forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, Employee will be entitled to terminate employment for Good Reason during the 90-day period that follows the end of the Cure Period. If Employee does not terminate employment during such 90-day period, Employee will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

(f) Resignation. Employee may terminate his employment hereunder at any time upon at least 30 days' advance written notice to the Company. In such event, subject to the terms of the Company's organization documents (including its certificate of incorporation and by-laws), Employee shall have the right to determine in his discretion whether he will continue to serve as non-executive Chairman of the Board.

(g) Disability. Employee's employment hereunder shall terminate in the event of Employee's Disability. For purposes of this Agreement, "Disability" shall mean the inability of Employee, due to illness, accident or any other physical or mental incapacity, to perform Employee's duties for the Company for an aggregate of 180 days within any period of 12 consecutive months, which disability is confirmed by a board-certified physician mutually selected by the Company and Employee, and the determination of such physician shall be binding upon Employee and the Company.

(h) "Date of Termination" shall mean: (i) the scheduled expiration of the Term in the event of termination of Employee's employment pursuant to Section 5(a) of this Agreement; (ii) the date of Employee's death in the event of termination of Employee's employment pursuant to Section 5(b) of this Agreement; (iii) the date of the Company's delivery of a notice of termination to Employee or such later date as specified in such notice in the event of termination by the Company pursuant to Section 5(c) or 5(d) of this Agreement; (iv) the 30th day following delivery of Employee's notice to the Company of his resignation in accordance with Section 5(f) (or such earlier date as selected by the Company); (v) the date specified in accordance with Section 5(e) in the event of Employee's resignation for Good Reason; and (vi) the date of a determination of Employee's Disability in the event of a termination of Employee's employment pursuant to Section 5(g) of this Agreement.

6. Termination Payments. (a) General. Except as otherwise set forth in this Section 6, following any termination of Employee's employment hereunder, the obligations of the Company to pay or provide Employee with compensation and benefits under Section 3 of this Agreement shall cease, and the Company shall have no further obligations to provide compensation or benefits to Employee hereunder except for payment of (i) any unpaid Base Salary accrued through the Date of Termination; (ii) to the extent required by law, any unused vacation accrued through the Date of Termination, (iii) any vested accrued benefits or compensation due under the Company's plans and arrangements, and (iv) any unpaid or unreimbursed obligations and expenses under Section 3(d) of this Agreement accrued or incurred through the Date of Termination (collectively items 6(a)(i) through 6(a)(iv) above, the "Accrued Benefits"). The payments referred to in Sections 6(a)(i) and 6(a)(ii) of this Agreement shall be paid within 30 days following the Date of Termination, subject to compliance with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). The payments referred to in Section 6(a)(iv) of this Agreement shall be paid at the times such amounts would otherwise be paid had Employee's services hereunder not terminated. The payments and benefits to be provided to Employee under Sections 6(c), 6(d) and 6(e) of this Agreement, if any, shall in all events be subject to the satisfaction of the conditions of Section 6(f) of this Agreement. For the

sake of clarity, nothing in this Agreement is intended to affect any compensation or benefits that Employee may be eligible to receive as a member of the Board to the extent he remains on the Board (whether as Non-Executive Chairman or otherwise) following the cessation of his role with the Company as Executive Chairman.

(b) Automatic Expiration of the Term, Resignation, Cause, or Disability. If Employee's employment is terminated pursuant to Section 5(a), 5(c), 5(f) or 5(g) of this Agreement (excluding, for the avoidance of doubt, a resignation for Good Reason), the Company shall have no obligation to Employee other than with respect to the Accrued Benefits and, in the case of termination due to Disability, the amounts provided pursuant to Section 6(e) hereunder.

(c) Death, Without Cause or for Certain Good Reason Events. In the event of a termination by reason of Employee's death or in the event that, either prior to a Change of Control or more than two years following a Change of Control, the Company terminates Employee's employment hereunder without Cause or Employee resigns solely pursuant to either clause (i) or clause (ii) of the definition of Good Reason, Employee (or his estate) shall be entitled to:

(i) the Accrued Benefits;

(ii) solely in the case of a termination by the Company without Cause, by resignation of Employee solely pursuant to either clause (i) or (ii) of the definition of Good Reason or Employee's termination due to his death, any Annual Bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination, and, except in the case of a termination by reason of Employee's death, medical and dental coverage for a period of twelve months from the Date of Termination; provided that if Employee secures other employment, any medical or dental benefits provided under this Section 6(c)(ii) shall cease as of the commencement of the receipt by Employee of medical or dental benefits, as applicable, from such other employer; and

(iii) accelerated vesting of all equity-based or other long-term incentive compensation awards then outstanding.

(d) Without Cause or for Good Reason Following a Change of Control. In the event that, upon or within two years following a Change of Control, the Company terminates Employee's employment hereunder without Cause or Employee resigns for Good Reason, Employee shall be entitled to:

(i) the Accrued Benefits;

(ii) a cash payment equal to the product of (A) the Target Bonus set forth on Exhibit A, or, if greater, as in effect on the Date of Termination and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs through the Date of Termination and the denominator of which is 365;

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

(iv) medical and dental coverage for a period of 24 months from the Date of Termination; and

(v) accelerated vesting of all equity-based or other long-term incentive compensation awards then outstanding.

(e) Treatment of LTI Awards Upon Certain Events. In the event of the termination of Employee's employment hereunder by the Company without Cause, by resignation of the Employee under clause (i) or (ii) of the definition of Good Reason, due to mutual agreement by the Company and Employee, or due to the Employee's death, the Employee shall become fully vested in all outstanding equity-based or other long-term incentive compensation awards, subject to (except in the case of death) his continued compliance with the terms and conditions of this Agreement. In the event of the termination of Employee's employment hereunder by the Company due to Disability, the Employee shall become vested in a pro-rata portion (based on the service portion of the applicable vesting period elapsed through the Date of Termination) of all outstanding equity-based or other long-term incentive compensation awards granted on or after the Start Date, subject to his continued compliance with the terms and conditions of this Agreement.

(f) Conditions Precedent and Subsequent. The payments and benefits provided under Sections 6(c), 6(d) and 6(e) of this Agreement (other than the Accrued Benefits and other than in the event of termination by reason of Employee's death or Disability) are subject to and conditioned upon (i) Employee having provided, within 60 days after the Date of Termination (or such greater period as required by law), a mutual waiver and general release agreement in a form satisfactory to the Company, that has become effective and irrevocable in accordance with its terms, and which waiver and release (x) by the Employee shall be in favor of the Company and its affiliates, successors, predecessors, subsidiaries, and assigns, and each of their respective officers, directors, employees, representatives, agents, successors, and assigns, and all persons acting by, through, under, or in concert with any of them, in their capacities as such (but excluding any shareholders of the Company), and shall exclude (A) any claim or right that may first arise after the Date of Termination; (B) any right to payments or benefits pursuant to, or to enforce, this Agreement, (C) any claim or right to indemnification, advancement, defense or reimbursement that Employee may have under any applicable D&O policies or any similar insurance policies, the Company's charter or bylaws or equivalent constituting and other documents of the Company's subsidiaries and affiliates, as amended, or under applicable law; (D) any claim or right Employee may have to obtain contribution as permitted by applicable law in the event of an entry of judgment against Employee and the Company as a result of any act or failure to act for which the Company and Employee are held jointly liable; (E) any claim Employee may have in his capacity as a stockholder of the Company; and (F) any claim that cannot be released as a matter of law, and (y) by the Company shall exclude (A) any claim or right that may first arise after the Date of Termination; (B) any claim or right related to or in connection with fraud or unlawful or criminal act of Employee that results in a judgment or settlement of such claims brought by third parties against the Company; or (C) any claim or right the Company may have to obtain contribution as permitted by applicable law in the event of an entry of judgment against Employee and the Company as a result of any act or failure to act for which the Company and Employee are held jointly liable; and (D) any claim that cannot be released as a matter of law; provided, that the condition in this clause (i) shall not apply following a Change of Control, and (ii) Employee's compliance with Sections 7 and 8 of this Agreement. For the avoidance of doubt, such waiver and release shall be limited to a release of claims related to employment and termination from employment and shall not contain covenants broader in scope or duration than those to which he is then already subject.

(g) Forfeiture of Long-Term Incentive Compensation Awards. Notwithstanding anything to the contrary herein and without limiting any rights and remedies available to the Company under the terms of this Agreement or otherwise at law or in equity (including as may be required by law or pursuant to policies of the Company as may be in effect from time to time), in the event the Company terminates Employee's employment for Cause or if Employee violates the restrictive covenants set forth in Sections 7 and 8 of this Agreement or engages in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its affiliates, the Company may (i) in the case of a

termination for Cause, at any time up to six months after such termination, or (ii) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after Employee engages in such conduct, (x) terminate or cancel any Long-Term Incentive Compensation that are unvested or vested and unexercised, (y) require Employee to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by Employee, in respect of any Long-Term Incentive Compensation the vesting of which was accelerated upon termination of Employee's employment for any reason and (z) require Employee to forfeit or remit to the Company any shares (or the equivalent value in cash) that were issued to Employee (or cash that was paid to Employee) upon vesting, settlement or exercise, as applicable, of any Long-Term Incentive Compensation; provided, however, that, in cases where cure is possible, Employee shall first be provided a 30-day cure period to cease, and to cure, such conduct. In addition, Employee's Long-Term Incentive Compensation shall be subject to any other clawback or recoupment policy of the Company as may be in effect from time to time or any clawback or recoupment as may be required by applicable law.

(h) Post-Termination Non-Compete Payments. Without limiting the application of, or reducing any payments to which Employee is otherwise entitled under, Section 6(c) or Section 6(d), in the event that Employee's employment hereunder is terminated for any reason (including due to mutual agreement by the Company and Employee) other than (x) death or (y) by the Company for Cause or (z) by Employee's voluntary resignation (A) prior to a Change of Control or more than two years following a Change of Control, other than pursuant to clause (i) or (ii) of the definition of Good Reason, or (B) upon or during the two years following a Change of Control, other than for Good Reason, then Employee shall be entitled to receive, for each year of the Non-Compete Period, an additional payment (the "Non-Compete Payment") in an amount equal to one (1) times the sum of (i) the Base Salary set forth on Exhibit A, or, if greater, as in effect on the Date of Termination and (ii) the Target Bonus set forth on Exhibit A, or, if greater, as in effect on the Date of Termination. Each Non-Compete Payment shall be payable in substantially equal installments in accordance with the Company's normal payroll practices. Employee shall, upon request by the Company, be required to repay to the Company (net of any taxes paid by Employee on such payments), and the Company shall have no further obligation to pay, the Non-Compete Payments, as applicable, in the event Employee receives, within six months after the occurrence of the breach, written notice from the Company that, in the reasonable judgment of the Reporting Person, Employee has materially breached his obligations under Section 8(b) of this Agreement; provided, however, that, in cases where cure is possible, Employee shall first be provided a 30-day cure period to cease, and to cure, such conduct.

(i) Section 280G. In the event that any payments, distributions, benefits or entitlements of any type payable to Employee ("CIC Benefits") (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee's CIC Benefits shall be reduced to such lesser amount (the "Reduced Amount") that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of a nationally recognized accounting firm selected by the Company prior to a Change of Control (the "Accountants"), that without such reduction Employee would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that Employee would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and Employee otherwise agree in writing, any determination required under this Section 6(i) shall be made in writing in good faith by the Accountants. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable in cash under Section 6(d) and then by reducing or eliminating any

amounts that are payable with respect to long-term incentives including any equity-based or equity-related awards (whether payable in cash or in kind). For purposes of making the calculations required by this Section 6(i), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably require in order to make a determination under this Section 6(i), and the Company shall bear the cost of all fees the Accountants charge in connection with any calculations contemplated by this Section 6(i).

(j) Mitigation; Offset. Except as expressly provided hereunder, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right or action that the Company may have against the Employee or others. In no event shall the Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Employee under any of the provisions of this Agreement, and such amounts shall not be reduced whether or not the Employee obtains other employment.

7. Non-Solicitation. (a) During the Term and during the Restricted Period, Employee hereby agrees not to, directly or indirectly, solicit or assist any other person or entity in soliciting any employee of the Company, or any of its affiliates (the "Company Entities"), to perform services for any entity (other than a Company Entity) or attempt to induce any such employee to leave the service of a Company Entity, or solicit for employment on behalf of himself or any other person, any employee of a Company Entity, or anyone who was employed by a Company Entity, during the twelve-month period preceding such solicitation. "Restricted Period" means two years following termination of Employee's employment for any reason and, for the avoidance of doubt, regardless of whether such termination is before, upon or after expiration of the Term.

(b) During the Term and during the Restricted Period, Employee hereby agrees not to, directly or indirectly, discontinue or reduce the extent of the relationship between the Company Entities and the individuals, partnerships, corporations, professional associations or other business organizations that have a business relationship with any Company Entity (the "Company's Clients") and about which business relationship Employee was aware, or to obtain or seek products or services the same as or similar to those offered by the Company Entities from any source not affiliated with the Company Entities.

8. Confidentiality; Non-Compete; Non-Disclosure; Non-Disparagement; Cooperation. (a) Confidentiality. (i) Employee hereby agrees that, during the Term and thereafter, he will hold in strict confidence any Confidential Information related to any of the Company Entities. For purposes of this Agreement, "Confidential Information" shall mean all confidential or proprietary information of any of the Company Entities (in whatever form), whether or not that information rises to the level of a protectable trade secret, including, without limitation: any information, observations and data concerning the business or affairs or operation of the Company Entities developed or learned by Employee during the Term or which any Company Entity or any of their respective members, directors, officers, managers, partners, employees, agents, advisors, attorneys, accountants, consultants, investment bankers, investment advisors or financing sources at any time furnishes or has furnished to Employee in connection with the business of any of the Company Entities; the Company's (and any of its respective affiliates') investment methodologies or models, investment advisory contracts, fees and fee schedules or investment performance ("Track Records"); technical information or reports; brand names, trademarks, formulas; trade secrets; unwritten knowledge and "know-how"; operating instructions; training manuals; customer lists and related customer information; customer buying

records and habits; product sales records and documents, and product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; product cost; long- range plans; information relating to pricing, competitive strategies and new product development; information relating to any forms of compensation or other personnel-related information of the Company Entities; contracts and supplier lists and any information relating to financial data, strategic business plans; information about any third parties with which any Company Entity has a business relationship or owes a duty of confidentiality; and all notes, analyses, compilations, forecasts, studies or other documents prepared by Employee or obtained by Employee in the course of his work for a Company Entity that contain or reflect any such information and, in each case, which is not known to the public generally other than as a result of Employee's breach of this Agreement. Without limiting the foregoing, Employee acknowledges and agrees that the Track Records shall not be the work of any one individual (including Employee) and are the exclusive property of the Company and its affiliates, as applicable, and agrees that he shall in no event claim the Track Records as his own following termination of his employment with the Company. Nothing in this Agreement shall prohibit or restrict any person from (1) testifying truthfully to the extent required by applicable law or legal process, (2) communicating with any governmental, administrative or regulatory agency or authority, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Consumer Financial Protection Bureau, the U.S. Department of Justice, the U.S. Equal Employment Opportunity Commission and the U.S. National Labor Relations Board, (3) disclosing information in confidence to an attorney for the purpose of obtaining legal advice so long as such attorney agrees not to use or disclose such information, (4) disclosing information with the prior written consent of the Board so long as such consent specifically references this provision and/or (5) disclosing information that is publicly known other than by reason of Employee's violation of this Section 8(a). In the event Employee or his legal representative is requested or required to disclose any Confidential Information, Employee shall provide the Company with prompt notice of such request or requirement so that the Company may seek an appropriate protective order (in which Employee will cooperate). If the Company fails to obtain a protective order or provides a waiver hereunder, and Employee is, in the opinion of counsel, compelled to disclose Confidential Information, Employee may disclose only that portion of the Confidential Information that Employee's counsel advises is reasonably required by law to disclose.

(ii) Except as expressly set forth otherwise in this Agreement, Employee agrees that, prior to the date on which the Company publicly files this Agreement with the Securities and Exchange Commission, Employee shall not disclose the terms of this Agreement, except to his immediate family and his financial and legal advisors, or as may be required by law or ordered by a court. Employee further agrees that any disclosure to his financial and legal advisors will only be made after such advisors acknowledge and agree to maintain the confidentiality of this Agreement and its terms.

(iii) Employee further agrees that he will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employers of Employee or any other person to whom Employee has an obligation of confidentiality, and will not bring onto the premises of the Company or its affiliates any unpublished documents or any property belonging to any such former employer or other person to whom Employee has an obligation of confidentiality unless consented to in writing by the former employer or such other person.

(b) Non-Competition. Employee agrees that Employee will not, during the Term and during the Non-Compete Period, within the Restricted Area, directly or indirectly (whether or not for compensation) become employed by, engage in business with, serve as an agent or consultant to, become an employee, partner, member, principal, stockholder or other owner (other than a holder of less than 1% of the outstanding voting shares of any publicly held company) of, any Competitive Business. Nor shall Employee, during the Term and during the Non-Compete Period, within the Restricted Area, otherwise compete with, or perform services

relating to the business of, any of the Company Entities for any business other than a Company Entity, in any business in which the Company Entities participate, or businesses they are actively considering, at the time of termination of Employee's employment or during the one year prior to such termination (the "Business"). For purposes of this Agreement, "Competitive Business" shall mean any individual, corporation, limited liability company, partnership, unincorporated organization, trust, joint venture or other entity (i) that engages in or may engage in acquisition related or mergers and acquisition activities related to the transportation or third-party logistics industry, including, without limitation, researching, analyzing and evaluating companies for possible investment in or acquisition of, for itself or clients, (ii) that engages in or may engage in less-than-truckload transportation services either directly or through third-party provider(s), including asset-based, asset-light or non-asset services, including only by way of illustration, less-than truckload freight brokerage or freight transportation, or firms such as Amazon, ArcBest, Apollo Global Management, CEVA Logistics, Convoy, Coyote Logistics, Echo Global Logistics, Inc., Estes Express Lines, Fed Ex Corporation, Flexport, Hub Group, Old Dominion, R+L Carriers, Saia, TFI International, Inc., Uber/Transplace, United Parcel Service, Yellow Corporation, CMA CGM S.A., Maersk, Convoy, Transfix, and Knight-Swift or (iii) that otherwise competes with the Company Entities anywhere in which the Company Entities engage in or intend to engage in the Business or where any of the Company Entities' customers are located. For the avoidance of doubt, it shall not be a violation of this Section 8(b) for Employee to provide any services to or engage in discussions with any private equity firm, hedge fund or similar firm or fund that invests in a company engaged in any Competitive Business or any investment bank or similar firm that advises companies engaged in any Competitive Business, or any business intelligence or similar research or consulting organization that services private equity firms, hedge funds or similar firms or funds that invest in companies engaged in any Competitive Business (such as the Third Bridge Group, the Gerson Lehrman Group, Alphasights and Coleman Research), in each case, in the Restricted Area during the Term or the Non-Compete Period provided that Employee does not provide any services whatsoever for any entities within such organizations that are engaged in any Competitive Business in the Restricted Area and which are invested in by such private equity firm, hedge fund or similar firm. "Restricted Area" means Canada and any State of the United States and any other country in which the Company or any Company Entity does business or any other country in which any Company client is located during the Term or the Non-Compete Period. "Non-Compete Period" shall mean, subject to Section 8(c) below, three years following termination of Employee's employment for any reason and, for the avoidance of doubt, regardless of whether such termination is before, upon or after expiration of the Term.

(c) Extended Non-Competition. The Company shall have the right to extend the Non-Compete Period for up to an additional 12-month period (the "Extended Non-Compete Period") beyond the completion of the Non-Compete Period. If the Company elects to extend the Non-Compete Period, it will notify Employee in writing of such fact not later than the 90th day prior to the expiration of the Non-Compete Period. By signing this Agreement, Employee agrees to accept and abide by the Company's election. If the Company elects to extend the Non-Compete Period, Employee agrees that, during the Extended Non-Compete Period, Employee shall be bound by the restrictions set forth in Section 8(b) in the same manner applicable during the Non-Compete Period, and the Company agrees to pay Employee during each month of the Extended Non-Compete Period, in an amount equal to one-twelfth of the Non-Compete Payment. Payment for any partial month will be prorated. Payments under this Section 8(c) during the Extended Non-Compete Period will be made pursuant to the Company's normal and customary payroll procedures. If the Company elects to extend the Non-Compete Period, any monies Employee earns from any other work during such periods, whether as an employee or as an independent contractor, will reduce, dollar for dollar, the amount that the Company is obligated to pay Employee under this Section 8(c). Payments made by the Company under this Section 8(c) are made solely for the extension of the non-compete covenant and do not render Employee either an employee of, or a consultant to, the Company. Notwithstanding any

provision of this Agreement to the contrary, the right of the Company to extend the Non-Compete Period hereunder and any related payment under this Section 8(c) for the Extended Non-Compete Period hereunder shall lapse upon a Change of Control.

(d) Competitive Opportunity. If, at any time during the Term, Employee (i) acquires knowledge of a potential investment, investment opportunity or business venture that may be an appropriate investment by the Company given the scope of its then current business, or in which the Company would otherwise reasonably be expected to have an interest (a "Competitive Opportunity"), or (ii) otherwise is then exploiting any Competitive Opportunity, Employee shall promptly bring such Competitive Opportunity to the Company. In such event, Employee shall not have the right to hold any such Competitive Opportunity for his (and his agents', employees' or affiliates') own account and benefit or to recommend, assign or otherwise transfer or deal in such Competitive Opportunity with persons other than the Company.

(e) Return of Company Property. All documents, data, recordings, or other property, including, without limitation, smartphones, computers and other business equipment, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for Employee and utilized by Employee in the course of his employment with the Company shall remain the exclusive property of the Company and Employee shall return all copies of such property upon any termination of his employment and as otherwise requested by the Company during the Term. Notwithstanding the foregoing, Employee may retain his contacts lists (including investor lists), calendars, LinkedIn account (and related information), personal files and files needed to prepare and file his personal tax returns along with other documentation which does not constitute Confidential Information. Employee further agrees not to alter, delete or destroy any Company property, documents, records, data contained in any location, including but not limited to any information contained on any Company-provided computer or electronic device. Such devices shall not be wiped, scrubbed, or reset to original factory condition prior to surrender.

(f) Non-Disparagement. Employee hereby agrees not to defame or disparage any of the Company Entities or any of their respective officers, directors, members, partners or employees (collectively, the "Company Parties"), and to cooperate with the Company upon reasonable request, in refuting any defamatory or disparaging remarks by any third party made in respect of any of the Company Parties. Employee shall not, directly or indirectly, make (or cause to be made) any comment or statement, oral or written, including, without limitation, in the media or to the press or to any individual or entity, that could reasonably be expected to adversely affect the reputation of any of the Company Parties or the conduct of its, his or their business. The Company shall request that its directors and executive officers not defame or disparage Employee; provided, however, that the failure of any director, executive officer or employee of the Company to comply with such request shall in no way constitute a breach or violation of the Company's obligations hereunder or otherwise subject the Company to any liability.

(g) Cooperation. During the Term and thereafter (including, without limitation, following the Date of Termination), Employee shall, upon reasonable notice and without the necessity of any Company Entity obtaining a subpoena or court order, provide Employee's reasonable cooperation in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against any Company Entity that relates to events occurring during Employee's employment with any Company Entity as to which Employee may have relevant information (including furnishing relevant information and materials to the relevant Company Entity or its designee and/or providing testimony at depositions and at trial), provided that the Company shall reimburse Employee for expenses reasonably incurred in connection with any such cooperation occurring after the termination of Employee's employment and provided that any such

cooperation occurring after the Date of Termination shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with Employee's business or personal affairs.

9. Notification of Subsequent Employer. Employee hereby agrees that, prior to accepting employment with any other person during any period during which Employee remains subject to any of the covenants set forth in Section 7, 8(b) or 8(c) of this Agreement, Employee shall provide such prospective employer with written notice of such provisions of this Agreement, with a copy of such notice delivered simultaneously to the Company.

10. Injunctive Relief. Employee and the Company agree that Employee will occupy a high-level and unique position of trust and confidence with the Company Entities and will have access to their Confidential Information, and that the Company would likely suffer significant harm to its protectable confidential information and business goodwill from Employee's breach of any of the covenants set forth in Sections 7 and 8. Employee acknowledges that it is impossible to measure in money the damages that will accrue to the Company Parties in the event that Employee breaches any of the restrictive covenants provided in Sections 7 and 8 of this Agreement. In the event that Employee breaches any such restrictive covenant, the Company Parties shall be entitled to an injunction restraining Employee from violating such restrictive covenant (without posting any bond). If any of the Company Parties shall institute any action or proceeding to enforce any such restrictive covenant, Employee hereby waives the claim or defense that such Company Party has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that there is an adequate remedy at law. The foregoing shall not prejudice the Company's right to require Employee to account for and pay over to the Company, and Employee hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by Employee as a result of any transaction constituting a breach of any of the restrictive covenants provided in Sections 7 and 8 of this Agreement or to seek any other relief to which it may be entitled.

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

If to the Company, to:

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

If to Employee:

During the Term, to his principal residence as listed in the records of the Company

or to such other address as any party may designate by notice to the other.

(b) Entire Agreement. This Agreement shall constitute the entire agreement and understanding among the parties hereto with respect to Employee's employment hereunder and supersedes and is in full substitution for any and all prior understandings or agreements (whether written or oral) with respect to Employee's employment including without limitation the Existing Agreement, effective July 31, 2020. The Company does not make and has not

made, and Employee does not rely and has not relied on any statement, omission, representation or warranty, written or oral, of any kind or nature whatsoever, regarding the Company or the Long-Term Incentive Compensation, including, without limitation, its or their present, future, prospective or potential value, worth, prospects, performance, soundness, profit or loss potential, or any other matter or thing whatsoever relating to whether Employee should purchase or accept any Long-Term Incentive Compensation and/or the consideration therefor.

(c) Amendment; No Waiver. Except as expressly set forth otherwise in this Agreement (including, without limitation, pursuant to Sections 11(l)(iv) and 11(m) of this Agreement), this Agreement may be amended only by an instrument in writing signed by the parties, and the application of any provision hereof may be waived only by an instrument in writing that specifically identifies the provision whose application is being waived and that is signed by the party against whom or which enforcement of such waiver is sought. The failure of any party at any time to insist upon strict adherence to any provision hereof shall in no way affect the full right to insist upon strict adherence at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement. No failure or delay by either party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Termination of this Agreement shall not relieve any party of liability for any breach of this Agreement occurring prior to such termination.

(d) No Construction Against Drafter. The parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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

(f) Employee Representations and Acknowledgements. Employee represents, warrants and covenants that as of the date that the Company and Employee have executed this Agreement as set forth on the signature page hereto: (i) he has the full right, authority and capacity to enter into this Agreement, (ii) he is ready, willing and able to perform his obligations hereunder and, to his knowledge, no reason exists that would prevent him from performing his obligations hereunder, (iii) he is not bound by any agreement that conflicts with or prevents or restricts the full performance of his duties and obligations to the Company hereunder during or after the Term and (iv) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Employee is subject. Employee acknowledges and agrees that nothing in this Agreement shall (x) entitle Employee to any compensation or other interest in respect of any activity of Jacobs Private Equity, LLC, a Delaware limited liability company ("JPE") (or any other prospective company or business or entity that Employee may provide services to) other than with respect to the Company; (y) restrict or prohibit the Company, Employee or any of his affiliates from having business interests and engaging in business activities in addition to those relating to the Company; or (z) restrict the investments which the Company, Employee or JPE or any of his or its affiliates may make, regardless of whether such investment opportunity or

investment may be deemed to be a Competitive Opportunity. Employee acknowledges that he has carefully read this Agreement and has given careful consideration to the restraints imposed upon Employee by this Agreement, and is in full accord as to the necessity of such restraints for the reasonable and proper protection of the Confidential Information, business strategies, employee and customer relationships and goodwill of the Company Entities now existing or to be developed in the future. Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, industry scope, time period and geographic area. Employee agrees to comply with each of the covenants contained in Sections 7 and 8 of this Agreement in accordance with their terms, and Employee shall not, and hereby agrees to waive and release any right or claim to, challenge the reasonableness, validity or enforceability of any of the covenants contained in Section 7 or 8 of this Agreement. Employee further acknowledges that although Employee's compliance with the covenants contained in Sections 7 and 8 of this Agreement may prevent Employee from earning a livelihood in a business similar to the business of the Company Entities, Employee's experience and capabilities are such that Employee has other opportunities to earn a livelihood and adequate means of support for Employee and Employee's dependents. Employee acknowledges that the Company has advised him that it is in his best interest to consult with an attorney prior to executing this Agreement.

(g) Survival. Employee's obligations under Sections 7 and 8 of this Agreement shall remain in full force and effect for the entire period provided therein notwithstanding any termination of employment or other expiration of the Term or termination of this Agreement. The terms and conditions of Sections 6, 7, 8, 9, 10 and 11 of this Agreement shall survive the Term and termination of Employee's employment.

(h) Assignment. This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. This Agreement is personal to Employee; and neither this Agreement nor any right or obligation hereunder may be assigned by Employee without the prior written consent of the Company (or except by will or the laws of descent and distribution), and any purported assignment in violation of this Section 11(h) shall be void.

(i) Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse; provided, however, that in the event of a final, non-reviewable, non-appealable determination that any provision of Section 7 or 8 of this Agreement (whether in whole or in part) is void or constitutes an unreasonable restriction against Employee, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as may constitute a reasonable restriction under the circumstances. Subject to the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(j) Tax Withholding. The Company may withhold from any amounts payable to Employee hereunder all federal, state, city, foreign or other taxes that the Company may reasonably determine are required to be withheld pursuant to any applicable law or regulation

(it being understood that Employee shall be responsible for payment of all taxes in respect of the payments and benefits provided herein).

(k) Cooperation Regarding Long-Term Incentive Compensation. Employee expressly agrees that he shall execute such other documents as reasonably requested by the Company to effect the terms of this Agreement and the issuance of the Long-Term Incentive Compensation as contemplated hereunder in compliance with applicable law.

(l) Governing Law; Arbitration; Consent to Jurisdiction; Waiver of Jury Trial. (i) This Agreement shall be governed by and construed in accordance with its express terms, and otherwise in accordance with the laws of the State of Delaware without reference to its principles of conflicts of law.

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

(iii) Except to the extent that the Company seeks injunctive relief pursuant to Section 10 of this Agreement, any claim initiated by the Company arising out of or relating to this Agreement, or the breach thereof, or Employee's employment, or the termination thereof, shall, at the election of the Company be resolved in accordance with Section 11(l)(ii) or (iv) of this Agreement.

(iv) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 11(l) or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which he now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 11(l)(iv), and agrees that he shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 11(l)(iv) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH HEREOF, OR EMPLOYEE'S EMPLOYMENT, OR THE TERMINATION THEREOF, IS LITIGATED OR HEARD IN ANY COURT.

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

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

(ii) Neither Employee nor any of his creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A)

payable under this Agreement or under any other plan, policy, arrangement or agreement of or with the Company or any of its affiliates (this Agreement and such other plans, policies, arrangements and agreements, the "Company Plans") to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to Employee or for Employee's benefit under any Company Plan may not be reduced by, or offset against, any amount owing by Employee to the Company or any of its affiliates.

(iii) If, at the time of Employee's separation from service (within the meaning of Section 409A), (i) Employee shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable under a Company Plan constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company (or its affiliate, as applicable) shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Employee shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payment shall be due to Employee under this Agreement until Employee would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A.

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

(v) For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii).

(vi) Except as specifically permitted by Section 409A, any benefits and reimbursements provided to Employee under this Agreement during any calendar year shall not affect any benefits and reimbursements to be provided to Employee under this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit. Furthermore, reimbursement payments shall be made to Employee as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred.

(n) Section 105(h). Notwithstanding any provision of this Agreement to the contrary, to the extent necessary to satisfy Section 105(h) of the Code, the Company will be permitted to alter the manner in which medical benefits are provided to Employee following termination of Employee's employment, provided that the after-tax cost to Employee of such benefits shall not be greater than the cost applicable to similarly situated executives of the Company who have not terminated employment.

(o) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means (including by "pdf") shall be deemed effective for all purposes.

(p) Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

[Signature page follows.]

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

XPO LOGISTICS, INC.

by

/s/ Josephine Berisha
Josephine Berisha
Chief Human Resources Officer

/s/ Bradley S. Jacobs
Bradley S. Jacobs

<u>EXHIBIT A</u>

BRADLEY S. JACOBS

Start Date:	The earlier of (x) January 1, 2023 and (y) immediately following the completion of the RXO Spinoff
Employee:	Bradley S. Jacobs
Position:	Executive Chairman of the Board of Directors of the Company
Reporting Person:	Board of Directors of the Company
Annual Base Salary:	$600,000
Target Bonus:	150% of Base Salary
Target Annual Long-Term Incentive (“LTI”):	$5,000,000

Exhibit 10.5

XPOLogistics

October 6, 2022

Carl Anderson
By Email or Hand Delivery

Dear Carl,

On behalf of the leadership team of XPO Logistics, Inc. (the "Company"), I'm happy to offer you the position of chief financial officer, effective November 08, 2022 (the "Start Date"). I know I speak for the rest of our team when I say how pleased we are to make you this offer.

Reporting and Work Location: In this role, you'll report directly to the Company's chief executive officer, and you'll be based out of the Ann Arbor, Michigan office.

Full-Time Employment: During your employment, you will be required to devote your full time and attention to your duties and responsibilities for the Company. You may not take up any outside full or part-time employment without the prior written consent of the Company.

Your Salary and Compensation: Subject to the approval of the Compensation Committee of the Board of Directors (the "Compensation Committee"), we'd like to offer you the following compensation package:

- **Base Salary:** You'll receive an annualized salary of $625,000, paid on a weekly basis, less all applicable withholdings and deductions, and pro-rated for any partial period worked.

- **Annual Incentive:** You will be eligible to participate in the Company's annual incentive program, subject to the terms and conditions set forth in the applicable plan document, with a bonus target of 100% of your base salary and pro-rated for the 2022 fiscal year. The actual amount of the annual bonus, if any, may vary (from 0% to 200% of your bonus target) based on the annual financial performance of the Company and performance on key strategic initiatives for the Company, which will be determined in the sole discretion of the Compensation Committee.
  To be eligible for the annual cash bonus, you must be employed through the date on which the annual cash bonus, if any, is paid, and you must not have given notice of your resignation to the Company on or before the date on which the annual cash bonus, if any, is paid.

- **Long-term Incentive:** You will be eligible for an annual long-term incentive award with a target value of $1,750,000, with the form, structure, vesting conditions and schedule determined annually by the Compensation Committee. The underlying number of stock units will generally be determined based on XPO's closing stock price on date of grant (subject to variation from time-to-time), in the form generally as follows, with vesting to occur over a three-year schedule, or as otherwise determined annually by the Compensation Committee:

  - **Time-Based Restricted Stock Units (RSUs)**: $612,500 of target grant date value will be awarded to you in the form of RSUs, subject to your continuing employment with the Company through each applicable vest date.

  - **Performance-Based Restricted Stock Units (PRSUs)**: $1,137,500 of target grant date value will be awarded to you in the form of PRSUs, subject to achievement of the applicable performance goals and continued service through each applicable vest date.

If approved, these awards will be granted to you following the end of the performance year, generally in March of each fiscal year. Long-term incentive awards will be reflective of your individual performance and contributions, the Company and/or business unit performance, as applicable, and the scope and expectations of your position/role in the Company and/or your business unit. As an at will employee, long-term incentives are subject to change at the sole discretion of the Company.

- **Sign-on Long-Term Incentive:** You will be granted one-time awards having a combined value of $1,000,000 at the time of grant in the form of 50% PRSUs and 50% RSUs as soon as practicable after your Start Date, subject to the following vesting schedules and your continuing employment with the Company through the applicable vest dates.

  - **RSUs (50%):** $500,000 of grant date value will be awarded to you in the form of RSUs and will vest on the second anniversary of the grant date, subject to your continuing employment with the Company through the vest date.

  - **PRSUs (50%):** $500,000 of grant date value will be awarded to you in the form of PRSUs and will vest on the fourth anniversary of the grant date, subject to achievement of the applicable performance goals (as detailed in the respective award agreement) and continued service through the vest date:

    - **Performance Goals (two Relative TSR measures):**

      1. **Baseline achievement:** XPO's four-year TSR compared to the four-year TSR of companies that constitute the S&P Midcap 400 Index.
      2. **Multiplier:** XPO's four-year TSR compared to the four-year TSR of a weighted basket of select transportation companies.

    - *Sliding Payout Scale:* The award has a maximum payout of 200% of target (inclusive of the multiplier) and 0% payout below target.

Your Benefits: We offer a competitive benefits package—including healthcare coverage, personal time off, life insurance, disability insurance, retirement planning and more. Additional details related to XPO's benefits package will be provided to you following your Start Date. Please note that the Company reserves the right to modify, amend and/or terminate the employee benefits at any time in its sole and absolute discretion, with or without prior notice to you, consistent with applicable law.

- **Relocation Benefits:** As discussed, we're pleased to offer you our Executive Relocation Benefits Program. You'll find details and requirements in the attached relocation documents.

  - Relocation Benefits Summary – an overview of the executive relocation benefits offered
  - Relocation Repayment Agreement – the financial terms of the program
  - Relocation Information Form

Please review these documents, then complete and return the Relocation Information Form along with your signed Offer Letter and signed Relocation Repayment Agreement. For questions regarding the Relocation Benefits Program, please contact Brian Drake via e-mail at [redacted].

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

Your Representations and Conditions of Employment:

- **Representations.** In your work for the Company, you are not permitted to use or disclose any confidential information, including trade secrets, of any former employer or other person to

whom you have a confidentiality obligation. You are expected to use only generally known information used by persons with training and experience comparable to your own, which is common in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

  - You confirm that you have carefully reviewed your files (including emails, computer files and hard copies, whether personal or business) and deleted, and not retained copies of, any files prepared, generated or used during any prior employment that could contain confidential information or trade secrets of your current or former employer.

  - You agree not to bring onto the Company premises any unpublished documents or property belonging to any former employer or other person to whom you owe a confidentiality obligation.

  - By accepting this offer of employment, you affirm that you are not a party to any employment agreement, covenant not to compete, non-solicitation covenant, or other restrictive covenants that would preclude you from accepting employment with the Company.

  - During our discussions about your proposed job duties, you assured us that you would be able to perform those duties within the above-described guidelines.

- **Company Policies:** As a condition of your continued employment, you are required to abide by the Company's rules and policies as may be published from time to time.

- **Confidential Information Protection Agreement:** Your acceptance of this offer and continuing employment with the Company, is contingent upon you entering into the enclosed Confidential Information Protection Agreement ("CIPA"), which, among other things, prohibits unauthorized use or disclosure of the Company's confidential and proprietary information and includes non-competition and non-solicitation provisions during your employment with the Company and following the termination of your employment with the Company.

- **Pre-Hire Screening and Work Authorization:** This employment offer is contingent on the satisfactory conclusion of appropriate pre-employment background check and drug screen, as may be conducted by the Company in accordance with applicable law. As required by law, this offer is subject to satisfactory proof of your identity and authorization to work in the United States.

At-Will Employment: Your employment with the Company will be "at-will," meaning that either you or the Company may terminate the employment relationship at any time and for any reason, with or without cause. Per Company policy, we request that, in the event of resignation, you give the Company at least 30 days' advance notice. Neither this offer letter nor any other written material issued by the Company constitutes a contract between you and the Company for employment, express or implied, for any specific duration. The at-will employment relationship cannot be changed except in writing signed by the Company's chief executive officer.

Entire Offer: This offer letter, along with the CIPA, Severance Agreement and Relocation Repayment Agreement, states the entire understanding between you and the Company as to the terms and conditions of your employment, and supersedes all prior discussions, correspondence, and understandings by or on behalf of the Company (oral or written). This offer is not to be construed as a contract for employment in any particular position for any particular salary or time period.

Taking the Next Step: As you know, XPO has generated tremendous momentum, thanks to the efforts of our people. With you on our team, we're sure to continue along this trajectory and move forward to greater success.

Please make sure you've read the offer letter completely, including all enclosures. Then sign and return the offer letter, CIPA, Severance Agreement and Relocation Repayment Agreement by e-mail to [redacted] within ten (10) business days of the same being sent to you. This offer will terminate if it is not accepted, signed, and returned by that date, unless otherwise mutually agreed between the parties.

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

Best regards,

/s/ Josephine Berisha
Josephine Berisha
Chief Human Resources Officer
[redacted]

Enclosures: Confidential Information Protection Agreement; Severance Agreement; Relocation Benefits Summary; Relocation Repayment Agreement; Relocation Information Form

EMPLOYMENT ACCEPTANCE

I accept XPO's offer as stated above.

/s/ Carl Anderson____
Carl Anderson

10/9/22______
Date

Exhibit 10.6

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

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

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

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

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

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

1. Term of Agreement. Except to the extent renewed as set forth in this Section 1, this Agreement shall become effective as of November 8, 2022 (the "**Effective Date**") and terminate the earlier of: (a) the fourth (4th) anniversary of the Effective Date (the "**Expiration Date**"); (b) the Date of Termination of Employee's employment with the Company for a reason other than a Qualifying Termination or Qualifying CIC Termination; or (c) the date that all obligations of the parties hereto with respect to this Agreement have been satisfied. This Agreement shall renew automatically and continue in effect for one (1) year periods measured from the initial Expiration Date and each subsequent Expiration Date, unless the Company provides Employee notice of non-renewal at least ninety (90) days prior to the date on which this Agreement would otherwise renew. For the avoidance of doubt, and notwithstanding anything to the contrary in Section 3 or 4 hereof, the Company's non-renewal of this Agreement shall not constitute a Qualifying Termination or Qualifying CIC Termination, as applicable.

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

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

(a) the Accrued Benefits;

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

contractor, while Employee is receiving the Severance Payments shall reduce, on a dollar-for-dollar basis, the amount that the Company is obligated to pay Employee under this Section 3(b) and (B) Employee shall provide written notice to the Company, within two (2) business days from Employee's receipt of any monies Employee earns from any other work while Employee is receiving the Severance Payments by detailing the date of receipt, gross and net amount, and source of such monies, by U.S. Mail and e-mail to Josephine Berisha, Chief Human Resources Officer, XPO Logistics, Five American Lane, Greenwich, CT 06831; e-mail [redacted]. Any monies the Company may deduct from the Severance Payments shall not include monies Employee is entitled to from his previous employer nor any monies Employee may earn from future Director roles in any public or private company;

(c) a cash payment equal to the prorated bonus for the performance year, defined as the product of (A) the Target Bonus and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs (or from the Effective Date, if the Date of Termination occurs in 2022) through the Date of Termination and the denominator of which is 365;

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

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

(a) the Accrued Benefits;

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

(c) a cash payment equal to the product of (A) the Target Bonus and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs (or from the Effective Date, if the Date of Termination occurs in 2022) through the Date of Termination and the denominator of which is 365;

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

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

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

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

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

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

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

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

(c) “**Base Salary**” means Employee’s annual base salary in effect immediately prior to Employee’s termination.

(d) “**Cause**” means, as determined in the sole discretion of the Board, Employee’s (i) gross negligence or willful failure to perform Employee’s duties or willful refusal to follow any lawful directive of the Company’s Chief Executive Officer or the Board; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects Employee's performance of duties for the Company; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) breach of any term of the CIPA or any agreement governing any of the long-term incentive compensation or equity compensation awards granted to Employee by the Company, its Affiliates or any of their respective predecessors or successors, or breach of Employee’s fiduciary duties to the Company; (v) any willful act, or failure to act, in bad faith to the detriment of the Company; (vi) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, managers, officers or employees, if the Company requests Employee’s cooperation; (vii) failure to follow the Company's code of conduct or ethics policy; or (viii) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company

will provide Employee with written notice describing the facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, Employee shall first be provided a 15-day cure period. If, subsequent to Employee's termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Reporting Person that Employee's employment could have been terminated by the Company for Cause, Employee's employment shall, at the election of the Reporting Person at any time up to two (2) years after the Date of Termination but in no event more than six (6) months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred, provided that the Company's ability to deem an Employee's employment under this sentence to be terminated for Cause shall lapse upon a Change in Control. Employee shall, upon request by the Company, be required to immediately repay to the Company the net amount of the Severance Payments or CIC Severance Payment, as applicable, received by the Employee after all applicable minimum tax withholdings required by law, and the Company shall have no further obligation to pay, the Severance Payments or CIC Severance Payment, as applicable, in the event Employee receives, within six (6) months after the Reporting Person learns of the facts or events that could give rise to the termination for Cause, written notice from the Company that, in the reasonable judgment of the Company, Employee shall be deemed to have been retroactively terminated for Cause.

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

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

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

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

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

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

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

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

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

(j) "**Good Reason**" means, without first obtaining Employee's written consent: (i) the Company materially breaches the terms of this Agreement; (ii) the Company materially diminishes Employee's title, duties, authorities, reporting relationship(s), responsibilities or position from any of those in effect immediately preceding the Change in Control (including by virtue of Employee not having duties of a senior executive of a publicly-traded company) or as subsequently increased or enhanced; (iii) the Company materially reduces the Base Salary or Target Bonus; (iv) the Company requires that Employee be based in a location that is more than 35 miles from the location of Employee's employment immediately prior to a Change in Control; or (v) Employee not reporting directly and exclusively to the chief executive officer of a publicly traded company; provided that, the Company shall first be provided a 30-day cure period (the "**Cure Period**"), following receipt of written notice setting forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, Employee will be entitled to terminate employment for Good Reason during the 90-day period that follows the end of the Cure Period. If Employee does not terminate employment during such 90-day period, Employee will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

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

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

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

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

(o) "**Target Bonus**" means the performance-based bonus Employee will have the opportunity to earn for each year during Employee's employment commencing in the 2022 fiscal year with a target as set forth in the Offer Letter, based upon Employee's achievement of performance goals that will be determined in the sole discretion of the Company.

8. Miscellaneous.

(a) Notices.

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

If to the Company, to:

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

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

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

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

(c) Section 409A.

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

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

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

(d) Section 280G.

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

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

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

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

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

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

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

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

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

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

(iv) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 8 or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which Employee now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an

applicable court described in this Section 8(h)(iv), and agrees that Employee shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 8(h)(iv) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF IS LITIGATED OR HEARD IN ANY COURT.

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

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

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

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

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

Signature Page Follows.

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

XPO LOGISTICS, INC.

By: /s/ Josephine Berisha
Josephine Berisha
Chief Human Resources Officer

Date: 10/9/2022

EMPLOYEE

By: /s/ Carl Anderson
Carl Anderson

Date: 10-9-22

Signature page to Change in Control and Severance Agreement

Exhibit 10.7

SIGN-ON RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC. 2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of November 8, 2022 (the "Grant Date") between XPO LOGISTICS, INC., a Delaware corporation (the "Company" or "XPO"), and Carl Anderson.

This Sign On Restricted Stock Unit Award Agreement (this "Award Agreement") sets forth the terms and conditions of an award of [●] restricted stock units (this "Award") that are subject to the terms and conditions specified herein (each such restricted stock unit, an "RSU") and that are granted to you under the XPO Logistics, Inc. 2016 Omnibus Incentive Compensation Plan (the "Plan"). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, shares of the Company's Common Stock, $0.001 par value (each, a "Share"), or cash, as set forth in Section 3 of this Award Agreement.

You must affirmatively acknowledge and accept this Award Agreement within 120 days following the Grant Date. A failure to acknowledge and accept this Award Agreement within such 120 day period will result in forfeiture of this Award, effective as of the 121st day following the Grant Date. You must acknowledge and accept the terms and conditions of this Award Agreement electronically through the Morgan Stanley website.

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

SECTION 1. The Plan. This Award is made pursuant to the Plan, all the terms of which are hereby incorporated in this Award Agreement. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern.

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

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

"Cause" shall have the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

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

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

"Employment Agreement" means any individual employment agreement, change in control and severance agreement, or confidential information protection agreement between you and the Company or any of its Subsidiaries.

"Good Reason" shall having the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

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

"Settlement Date" means the tenth (10th) day following the date, if any, on which the RSUs vest pursuant to Section 3.

"Vesting Date" means the second anniversary of the Grant Date.

SECTION 3. Vesting and Settlement.

(a) Regularly Scheduled Vesting. Except as otherwise provided in this Award Agreement, the Award shall vest on the Vesting Date subject to your continued employment through the Vesting Date (except as otherwise provided in Sections 3(b) and 3(c)).

(b) Termination of Employment. Notwithstanding anything to the contrary in this Award Agreement or the Plan but subject to Section 3(c), all unvested RSUs will be forfeited upon your termination of employment for any reason prior to the Vesting Date, except that:

i. *Death*. If your employment terminates by reason of your death, all outstanding RSUs shall vest in full immediately; and

ii. *Involuntary Not for Cause*. If your employment is involuntarily terminated by the Company without Cause (and other than due to your Disability), prior to the Vesting Date, then you shall vest in a prorated portion of the Award, with proration based on a fraction, the numerator of which is the number of days from the Grant Date through your termination of employment and the denominator of which is the total number of days in the period commencing on and including the Grant Date and ending on and including the Vesting Date. Any RSUs that are outstanding on the date of your involuntary termination of employment without Cause (other than due to your Disability) that is covered by this Section 3(b)(ii) and that do not become vested pursuant to this Section 3(b)(ii) shall be forfeited.

(c) Change of Control. Upon a Change of Control that occurs prior to the Vesting Date, if you remain employed at the time of such Change of Control, then all outstanding RSUs (including any RSUs replaced in compliance with Section 8(b) of the Plan) shall remain outstanding and unvested, and shall continue to vest in accordance with the time-based vesting conditions set forth in Section 3(a), subject to your continued employment through the Vesting Date, or shall vest upon your earlier termination of employment (i) due to your death, (ii) due to an involuntary termination by the Company without Cause (and other than due to your Disability), or (iii) due to your resignation for Good Reason. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan the RSUs shall vest immediately upon the completion of the Change of Control.

(d) Settlement of RSU Award. If RSUs vest pursuant to the foregoing provisions of this Section 3, then no later than the applicable Settlement Date, the Company shall

deliver to you or your legal representative either (i) one Share or (ii) a cash payment equal to the Fair Market Value determined as of the Settlement Date of one Share, in each case, for each RSU that has been deemed earned and vested in accordance with the terms of this Award Agreement; provided, that the Company shall have sole discretion to determine whether to settle such RSUs in Shares, cash or a combination thereof.

SECTION 4. Forfeiture of RSUs. If you (a) breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit, non-disparagement or confidentiality provisions) contained in any arrangements with the Company (including any Employment Agreement and the confidentiality covenant contained in Section 10(c) hereof) to which you are subject or (b) engage in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to the RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto and, if the RSUs are vested and/or settled, the Company may require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs; provided, however, that, (i) the Company may make such demand that you forfeit or remit any such amount at any time that is not later than six months after learning of the conduct described in this Section 4 and (ii) in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

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

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

SECTION 7. Withholding, Consents and Legends.

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

(b) Consents. Your rights in respect of the RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company’s supplying to

any third-party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan).

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

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

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

SECTION 10. Dispute Resolution.

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

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

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

SECTION 11. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or

three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:	XPO Logistics, Inc. Five American Lane Greenwich, CT 06831 Attention: Chief Human Resources Officer
If to you:	To your address as most recently supplied to the Company and set forth in the Company's records

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

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

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

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

SECTION 15. Section 409A.

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

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

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and

using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Agreement), on the first Business Day after such six-month period. For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulations Section 1.409A-2(b)(2)(iii).

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

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

SECTION 17. Section 280G. Notwithstanding anything in this Award Agreement to the contrary and regardless of whether this Award Agreement has otherwise expired or terminated, unless otherwise provided in your Employment Agreement, in the event that any payments, distributions, benefits or entitlements of any type payable to you (“CIC Benefits”) (i) constitute “parachute payments” within the meaning of Section 280G of the Code, and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then your CIC Benefits shall be reduced to such lesser amount (the “Reduced Amount”) that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of Golden Parachute Tax Solutions LLC, or such other nationally recognized certified public accounting firm as may be designated by the Company (the “Accounting Firm”), that without such reduction you would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that you would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and you otherwise agree in writing, any determination required under this Section 17 shall be made in writing in good faith by the Accounting Firm. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable under this Award Agreement and then by reducing or eliminating the portion of the CIC Benefits that are payable in cash and then by reducing or eliminating the non-cash portion of the CIC Benefits, in each case, in reverse order beginning with payments or benefits which are to be paid the furthest in the future. For purposes of making the calculations required by this Section 17, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and you shall furnish to the Accounting Firm such information and documents as the Accounting Firm may reasonably require in order to make a determination under this Section 17, and the Company shall bear the

cost of all fees the Accounting Firm charges in connection with any calculations contemplated by this Section 17. In connection with making determinations under this Section 17, the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by you before or after the Change of Control, including any non-competition provisions that may apply to you and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

SECTION 18. Securities Trade Monitoring Policy. You are required to maintain a securities brokerage account with the Company's preferred broker in order to receive any Shares issuable under this Award, in accordance with the Company securities trade monitoring policy (the "Trade Monitoring Policy"). The Company's preferred broker is currently Morgan Stanley. Any Shares issued to you pursuant to this Award Agreement shall be deposited in your account with the Company's preferred broker in accordance with the terms set forth herein. You hereby acknowledge that you have reviewed, and agree to comply with, the terms of the Trade Monitoring Policy, and that this Award, and the value of any Shares issued pursuant to this Award Agreement, shall be subject to forfeiture or recoupment by the Company, as applicable, in the event of your noncompliance with the Trade Monitoring Policy, as it may be in effect from time to time.

SECTION 19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on this Award and on any Shares acquired upon settlement of this Award, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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

XPO LOGISTICS, INC.

By

Name: Josephine Berisha
Title: Chief Human Resources Officer

CARL ANDERSON

____

Exhibit 10.8

SIGN-ON PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC. 2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of November 8, 2022 (the "Grant Date") between XPO LOGISTICS, INC., a Delaware corporation (the "Company"), and Carl Anderson.

This Sign-On Performance-Based Restricted Stock Unit Award Agreement (this "Award Agreement") sets forth the terms and conditions of an award of performance-based restricted stock units with respect to a target number of shares (the "Target Amount") of the Company's Common Stock, $0.001 par value ("Share") equal to [●] restricted stock units (this "Award"), that is subject to the terms and conditions specified herein (each such restricted stock unit, an "RSU") and that are granted to you under the XPO Logistics, Inc. 2016 Omnibus Incentive Compensation Plan (the "Plan"). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, Shares or cash, as set forth in Section 3 of this Award Agreement.

You must affirmatively acknowledge and accept this Award Agreement within 120 days following the Grant Date. A failure to acknowledge and accept this Award Agreement within such 120 day period will result in forfeiture of this Award, effective as of the 121st day following the Grant Date. You must acknowledge and accept the terms and conditions of this Award Agreement electronically through the Morgan Stanley website.

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

SECTION 1. The Plan. This Award is made pursuant to the Plan, all the terms of which are hereby incorporated in this Award Agreement. In the event of any conflict between the terms of the Plan and the terms of this Award Agreement, the terms of the Plan shall govern.

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

"Cause" shall have the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

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

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

"Determination Date" means the date following the completion of the Performance Period on which the Committee certifies the level of achievement of the

Performance Goals, which shall be no later than March 10 immediately following the Performance Period; provided, however, that in the event that the RSUs vest pursuant to the final sentence of Section 3(c), the Determination Date shall be deemed to be the date of the applicable Change in Control.

"Earned Amount" means the number of RSUs earned with respect to the Award based on the level of achievement of the Performance Goals or otherwise in accordance with this Award Agreement.

"Employment Agreement" means any individual employment agreement, change in control and severance agreement, or confidential information protection agreement between you and the Company or any of its Subsidiaries.

"Good Reason" shall having the meaning given to such term in your Employment Agreement or, if there is no Employment Agreement in effect at the time of your termination, the meaning given to such term in the Plan.

"Performance Goals" means the market-based performance goals applicable to the Award as set forth in Exhibit A.

"Performance Period" means the period commencing on the Grant Date and ending on the Vesting Date.

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

"Settlement Date" means on, or as soon as reasonably practicable (and in any event no later than ten (10) calendar days) following the later of the date on which the Award becomes vested in accordance with Section 3 of this Award Agreement and the Determination Date; provided that with respect to any portion of the Award that becomes vested on your termination of employment pursuant to Section 3(b)(i) of this Award Agreement (due to your death) or Section 3(c), the Settlement Date shall not be later than the March 15 immediately following the calendar year during which your termination of employment occurred.

"Vesting Date" means the fourth anniversary of the Grant Date.

SECTION 3. Vesting and Settlement.

(a) Regularly Scheduled Vesting. Except as otherwise provided in this Award Agreement, the Earned Amount, determined based on the level of achievement of the Performance Goals at the completion of the Performance Period as certified by the Committee, shall vest on the Vesting Date contingent upon your continued employment through the Vesting Date (except as otherwise provided in Sections 3(b) and 3(c)). Except as otherwise provided in this Award Agreement, no RSUs shall be earned and payable with respect to the Award unless the Committee has certified the level of achievement of the Performance Goals. The Committee shall have sole discretion to determine the level of achievement of the Continuous Performance Goals.

(b) Termination of Employment. Notwithstanding anything in this Award Agreement or the Plan to the contrary but subject to Section 3(c), all unvested RSUs will be forfeited upon your termination of employment for any reason prior to the Vesting Date, except that:

i. *Death*. If your employment terminates by reason of your death, you shall vest in (A) if your termination of employment occurs prior to the Determination Date, the Target Amount of RSUs or (B) if your termination of employment occurs after the Determination Date, the Earned Amount of RSUs.

ii. *Involuntary Not for Cause Termination*. If your employment is involuntarily terminated by the Company without Cause (and other than due to your Disability), prior to the Vesting Date, then you will be eligible to vest in a prorated portion of the Earned Amount of RSUs, if any (as determined on the Determination Date), with proration based on a fraction, the numerator of which is the number of days from the first day of the Performance Period through your termination of employment and the denominator of which is 1,461. Any RSUs that are outstanding on the date of your involuntary termination of employment without Cause (other than due to your Disability) that is covered by this Section 3(b)(ii) and that do not become vested pursuant to this Section 3(b)(ii) shall be forfeited.

(c) Change of Control. If a Change of Control occurs during the Performance Period and while the Award remains outstanding, then the Earned Amount of RSUs shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the amount of RSUs that would be earned based on the actual level of achievement of the Performance Goals through the latest practicable date prior to the date of the Change of Control as determined by the Committee. Upon a Change of Control that occurs prior to the Vesting Date, if you remain employed at the time of such Change of Control, the Earned Amount of the RSUs as determined pursuant to this Section 3(c) (including any RSUs replaced in compliance with Section 8(b) of the Plan) shall remain outstanding and unvested, and shall continue to vest in accordance with the time-based vesting conditions set forth in Section 3(a), subject to your continued employment through the Vesting Date, or shall vest upon your earlier termination of employment (1) due to your death, (2) due to an involuntary termination by the Company without Cause (and other than due to your Disability) that occurs during the two-year period commencing on the date of the Change in Control, or (3) solely during the two-year period commencing on the date of the Change in Control, due to your resignation for Good Reason. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan or, prior to the Change in Control, your employment was terminated without Cause (other than due to your Disability), the Earned Amount of the RSUs as determined pursuant to this Section 3(c) shall vest immediately upon the completion of the Change of Control.

(d) Settlement of RSU Award. If RSUs vest pursuant to the foregoing provisions of this Section 3, then no later than the applicable Settlement Date, the Company shall deliver to you or your legal representative either (i) one Share or (ii) a cash payment equal to the Fair Market Value determined as of the Settlement Date of one Share, in each case, for each RSU that has been deemed earned and vested based on the Earned Amount in accordance with the terms of this Award Agreement; provided, that the Company shall have sole discretion to determine whether to settle such RSUs in Shares, cash or a combination thereof.

SECTION 4. Forfeiture of RSUs. If you (a) breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit, non-disparagement or confidentiality provisions) contained in any arrangements with the Company (including any Employment Agreement and the confidentiality covenant contained in Section 10(c) hereof) to which you are subject or (b) engage in fraud or

willful misconduct that contributes materially to any financial restatement or material loss to the Company or any of its Subsidiaries, your rights with respect to the RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto and, if the RSUs are vested and/or settled, the Company may require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs; provided, however, that, (i) the Company may make such demand that you forfeit or remit any such amount at any time that is not later than six months after learning of the conduct described in this Section 4 and (ii) in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

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

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

SECTION 7. Withholding, Consents and Legends.

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

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

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

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

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

SECTION 10. Dispute Resolution.

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

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

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

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

If to the Company:	XPO Logistics, Inc. Five American Lane Greenwich, CT 06831 Attention: Chief Human Resources Officer
If to you:	To your address as most recently supplied to the Company and set forth in the Company's records

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

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

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

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

SECTION 15. Section 409A.

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

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

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to

time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Agreement), on the first Business Day after such six-month period. For purposes of Section 409A, each payment hereunder will be deemed to be a separate payment as permitted under Treasury Regulations Section 1.409A-2(b)(2)(iii).

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

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

SECTION 17. Section 280G. Notwithstanding anything in this Award Agreement to the contrary and regardless of whether this Award Agreement has otherwise expired or terminated, unless otherwise provided in your Employment Agreement, in the event that any payments, distributions, benefits or entitlements of any type payable to you ("CIC Benefits") (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then your CIC Benefits shall be reduced to such lesser amount (the "Reduced Amount") that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of Golden Parachute Tax Solutions LLC, or such other nationally recognized certified public accounting firm as may be designated by the Company (the "Accounting Firm"), that without such reduction you would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that you would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and you otherwise agree in writing, any determination required under this Section 17 shall be made in writing in good faith by the Accounting Firm. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable under this Award Agreement and then by reducing or eliminating the portion of the CIC Benefits that are payable in cash and then by reducing or eliminating the non-cash portion of the CIC Benefits, in each case, in reverse order beginning with payments or benefits which are to be paid the furthest in the future. For purposes of making the calculations required by this Section 17, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and you shall furnish to the Accounting Firm such information and documents as the Accounting Firm may

reasonably require in order to make a determination under this Section 17, and the Company shall bear the cost of all fees the Accounting Firm charges in connection with any calculations contemplated by this Section 17. In connection with making determinations under this Section 17, the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by you before or after the Change of Control, including any non-competition provisions that may apply to you and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

SECTION 18. Securities Trade Monitoring Policy. You are required to maintain a securities brokerage account with the Company's preferred broker in order to receive any Shares issuable under this Award, in accordance with the Company securities trade monitoring policy (the "Trade Monitoring Policy"). The Company's preferred broker is currently Morgan Stanley. Any Shares issued to you pursuant to this Award Agreement shall be deposited in your account with the Company's preferred broker in accordance with the terms set forth herein. You hereby acknowledge that you have reviewed, and agree to comply with, the terms of the Trade Monitoring Policy, and that this Award, and the value of any Shares issued pursuant to this Award Agreement, shall be subject to forfeiture or recoupment by the Company, as applicable, in the event of your noncompliance with the Trade Monitoring Policy, as it may be in effect from time to time.

SECTION 19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on this Award and on any Shares acquired upon settlement of this Award, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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

XPO LOGISTICS, INC.

By

____

Name: Josephine Berisha

Title: Chief Human Resources Officer

CARL ANDERSON

____

Exhibit A

Performance Goals

(1) Performance Goals. The metrics for the Performance Goals shall be the Company's Relative Total Shareholder Return (Index) as multiplied by the Company's Relative Total Shareholder Return (LTL Peers). The Performance Goal for each metric is set forth below in this Section 1, unless the Committee shall determine in its discretion to reduce, or adjust the underlying elements of, the applicable Performance Goal in the event of an event described in Section 4(b) of the Plan. The level of achievement of each Performance Goal shall be measured over the Performance Period as described below.

- Company's Relative Total Shareholder Return (Index) as multiplied by the Company's Relative Total Shareholder Return (LTL Peers). The calculation of the number of Earned PSUs shall equal the product of (1) the percentage of shares earned as a percentage of target as computed based on the level of achievement of the Company's Relative Total Shareholder Return (Index) as set forth in clause (i) below *multiplied by* (2) the multiplier based on the level of achievement of the Company's Relative Total Shareholder Return (LTL Peers) as calculated in accordance with clause (ii) below.

  i. **Target Performance Goal –** The Company's TSR ranking in the Index is at the 67th percentile with each company in the Index, including the Company, ranked based on its multi-year TSR at the completion of the Performance Period (in the order of lowest to highest TSR).

Percentile Position vs. Index Companies	Shares Earned as a Percentage of Target*
Below 67th Percentile	0%
67th Percentile	100%
83rd Percentile and above	150%

*Linear interpolation shall be applied between 67th Percentile and 83rd Percentile.

  ii. **Multiplier**: The multi-year TSR of the Company during the Performance Period outperforms the multi-year LTL Peer Group TSR as calculated during the Performance Period by 200 basis points.

Annualized Basis Pt. Outperformance vs. Peers	Multiplier
200 bps and below	100%
500 bps and above	133%

*Linear interpolation shall be applied between 200 bps and 500 bps.

(2) Certain Definitions.

- "Beginning Price" shall mean the average of the closing prices of shares of the Company or each company in the Index or LTL Peer Group, as applicable, during the thirty (30) consecutive trading days beginning on and including the Grant Date.

- "Index" means the S&P Midcap 400 Index. For the avoidance of doubt, only those companies with a Beginning Price and Ending Price shall be included in the Index.

- "Dividends Paid" shall mean all cash dividends paid by the applicable company with respect to an ex-dividend date that occurs during the Performance Period (whether or not the dividend payment date occurs during the Performance Period), which shall be deemed to have been reinvested in the underlying common shares and shall include cash dividends paid with respect to such reinvested dividends. As applied to the Index and LTL Peer Group, Dividends Paid shall relate to dividends of the constituent companies and shall assume that they are reinvested in the constituent companies of the Index and LTL Peer Group.

- "Ending Price" shall mean the average of the closing prices of the shares of the Company or each company in the Index or LTL Peer Group, as applicable, during the thirty (30) consecutive trading days leading up to and including the Vesting Date. In determining the Ending Price for the Company or a company in the Index or LTL Peer Group, the Committee shall make such adjustments as it deems appropriate to reflect stock splits, spin-offs, and similar transactions that occurred during the Performance Period.

- "LTL Peer Group" means the following companies with the corresponding weighted percentages:

    - Old Dominion Freight Line, Inc. ("ODFL") (weighted 66.7%);

    - Saia, Inc. (weighted 33.3%);

  provided that the Committee shall make adjustments to the weighting and composition if it determines that a company may no longer be included in the LTL Peer Group due to a sale, acquisition, divestiture, merger, delisting or other similar transaction.

- "LTL Peer Group TSR" shall mean the aggregate TSR of each member of the LTL Peer Group, as calculated on a weighted basis as prescribed under the definition of LTL Peer Group.

- "TSR" shall mean the quotient of (i) a company's Ending Price minus the company's Beginning Price plus the company's Dividends Paid, divided by (ii) the company's Beginning Price.

Exhibit 10.9

TRANSITION AGREEMENT

This TRANSITION AGREEMENT (this "Agreement") is made and entered into by and between XPO LOGISTICS, INC., a Delaware corporation (the "Company"), and Ravi Tulsyan ("Employee"). Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the Severance Agreement (as defined herein).

WHEREAS, Employee and the Company previously entered into an offer letter (the "Offer Letter"), Confidential Information Protection Agreement ("CIPA"), and Change in Control and Severance Agreement ("Severance Agreement"), each dated September 14, 2021 (collectively, the "Prior Agreements");

WHEREAS, in connection with the anticipated spin-off of the Company's North American Transportation business, RXO, Inc. ("RXO"), Employee will transition from Employee's current role as Chief Financial Officer ("CFO") of the Company to Senior Advisor, Finance, effective November 8, 2022 (the "Transition Date"); and

WHEREAS, the Company believes that it is imperative for Employee to remain employed by the Company following the Transition Date to provide certain Transition Services, and desires to provide Employee with an incentive to remain employed through the Separation Date and provide the Transition Services, contingent on the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, the mutual agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company agree as follows:

1. Separation Date. The Company expects Employee's employment with the Company will terminate on June 30, 2023, or at such earlier date determined by the Company in its sole discretion (in either event, the "Separation Date"). The Company agrees to provide Employee with 30 days' advance notice in the event the Separation Date is advanced to an earlier date than June 30, 2023, unless Employee's employment is involuntarily terminated by the Company for Cause.

2. Separation Benefits. If Employee remains an employee of the Company in good standing through the Separation Date and circumstances constituting Cause do not exist as of the Separation Date, then Employee's termination of employment on the Separation Date will be treated as a termination by the Company without Cause for purposes of the Award Agreements (as defined below) and as a Qualifying Termination for purposes of the Severance Agreement. A termination of employment described in the immediately preceding sentence is referred to herein as an "Eligible Termination." Upon an Eligible Termination, Employee will receive accelerated vesting of certain RSUs (as defined below) under the terms of the Award Agreements (the "Existing Acceleration Benefit"), and further, if Employee complies with the conditions precedent and subsequent set forth in Section 3 and Section 6 of the Severance Agreement, Employee will be offered the following separation benefits, which includes the benefits Employee is eligible to receive under the Severance Agreement, as well as enhanced benefits set forth in Section 2(e) and Section 2(f) hereof (the "Enhanced Benefits") to which Employee otherwise would not be eligible to receive under the Severance Agreement (collectively, the "Separation Benefits"); however, this Agreement is not a guarantee of any monies or benefits of any particular nature or amount:

(a) the Accrued Benefits (as defined in the Severance Agreement);

(b) the Severance Payments (as defined in the Severance Agreement);

(c) a cash payment equal to the prorated bonus for the performance year, in which the Qualifying Termination occurs, defined as the product of (A) the Target Bonus and (B) a fraction, the numerator of which is the number of days from January 1 in the year in which the Date of Termination occurs through the Date of Termination and the denominator of which is 365;

(d) subject to the terms and conditions of Section 3(d) of the Severance Agreement, the Company shall pay Employee's COBRA premiums for medical and dental coverage as in effect on the Date of Termination for a period of up to six (6) months from the Date of Termination;

(e) in the event that an Eligible Termination occurs after the Transition Date but earlier than June 30, 2023, the Company will accelerate the vesting of certain Restricted Stock Units ("RSUs") that Employee was given during Employee's employment with the Company pursuant to the XPO Logistics, Inc. 2016 Omnibus Incentive Compensation Plan (the "2016 Equity Plan") and the terms of the Restricted Stock Unit Award Agreements granted under the 2016 Equity Plan between Employee and the Company ("Award Agreements"), which RSUs would, after giving effect to the Existing Acceleration Benefit, otherwise forfeit upon Employee's involuntary termination from the Company without Cause before June 30, 2023 under the terms of the Award Agreements; and

(f) nine (9) months of outplacement services through Lee Hecht Harrison.

3. Transition Services; Cessation from Executive Officer Role. Beginning on the Transition Date and ending on the Separation Date (such period, the "Transition Period"), Employee agrees to continue to work for the Company in a full-time capacity as Senior Advisor, Finance, reporting to the Executive Chairman of the Company. In such position, Employee shall transition Employee's duties and responsibilities as CFO to the successor CFO, support outstanding strategic alternatives of the Company, and perform other duties and responsibilities as reasonably requested by the Company's Executive Chairman or the Executive Chairman's designee (collectively, the "Transition Services"). Employee's roles as an executive officer of the Company and its subsidiaries shall cease effective as of the Transition Date and Employee shall take all actions requested by the Company to effect such cessation.

4. Transition Payment.

(a) Employee will be eligible to receive a cash lump sum payment of $480,000 (the "Transition Payment"), provided the following conditions are met by Employee:

(i) The spin-off of RXO is completed, meaning the Company has completed distribution to the Company's stockholders of all of the outstanding shares of RXO, by no later than December 31, 2022;

(ii) Employee remains employed by the Company through the Separation Date; and

(iii)During the Transition Period, Employee abides by all of the Company's policies and procedures in effect from time to time, acts professionally and in accordance with the Company's values, and devotes Employee's full time, attention, and skill to the satisfactory performance of Employee's job duties and the Transition Services, as determined in the sole,

absolute and unfettered discretion of the Company. This includes, but is not limited to, responding in a timely manner to all emails and work requests, delivering satisfactory work product and meeting deadlines, being available to the successor CFO, assisting in the transition of work, providing a detailed summary of job responsibilities and duties upon request, as well as maintaining acceptable attendance (collectively, the "Performance Expectations").

(b) Failure to comply with the Performance Expectations during the Transition Period, as determined by the Company in its sole, absolute and unfettered discretion, will result in termination of Employee's employment with the Company, forfeiture of the Enhanced Benefits, and payment of a prorated amount of the Transition Payment.

(c) If payable, the Transition Payment will be made to Employee in one lump sum, less applicable taxes and withholdings, on or about July 7, 2023.

5. Compensation; Benefits. During the Transition Period, Employee will continue to receive the base salary in effect as of the Transition Date, subject to required withholdings and deductions, on the Company's customary payroll dates. Employee will continue to be eligible to participate in all benefit plans the Company makes generally available to its employees, on the terms and conditions governing those plans.

6. Termination; Forfeiture of Transition Payment and Enhanced Benefits. During the Transition Period, Employee will remain employed "at will," which means that either Employee or the Company can terminate the employment relationship at any time, with or without cause or advance notice. This Agreement does not constitute a contract of employment for any length of time. If Employee resigns, or Employee's employment is terminated by the Company for Cause prior to the Separation Date, Employee will not be eligible for the Separation Benefits (other than the Accrued Benefits) or the Transition Payment that would have been offered to Employee upon separation of employment on the Separation Date. If, prior to the Separation Date, Employee's employment is terminated for failure to comply with the Performance Expectations, as determined in the sole, absolute and unfettered discretion of the Company, then Employee will be eligible to receive a prorated amount of the Transition Payment and will forfeit the Enhanced Benefits. The prorated amount of the Transition Payment shall be calculated based on the number of days of active service from the Transition Date to Employee's date of termination of employment divided by the number of days between the Transition Date and June 30, 2023. If Employee's employment terminates for any reason, Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the Prior Agreements, pursuant to the terms of any incentive award agreement or employee benefit plan, or required under applicable law.

7. Section 409A.

(a) General. The obligations under this Agreement are intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and shall in all respects be administered in accordance with Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception to the maximum extent possible. For purposes of nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Employee

pursuant to Section 409A of the Code. In no event may Employee, directly or indirectly, designate the calendar year of any payment under this Agreement.

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

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

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

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

11. Governing Law; Arbitration; Consent to Jurisdiction; and Waiver of Jury Trial.

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

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

(c) Any claim initiated by the Company arising out of or relating to this Agreement, or breach thereof, shall, at the election of the Company, be resolved in in accordance with Section 11(b) or Section 11(d) of this Agreement.

(d) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 11 or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which Employee now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 11(d), and agrees that Employee shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 11(d) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF IS LITIGATED OR HEARD IN ANY COURT.

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

12. Entire Agreement. This Agreement together with the Prior Agreements and the Award Agreements constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior arrangements and understandings regarding same.

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

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

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

[*Signature Page Follows.*]

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

XPO LOGISTICS, INC.

By: /s/ Josephine Berisha
Josephine Berisha
Chief Human Resources Officer

Date: 10/10/22

EMPLOYEE

By: /s/ Ravi Tulsyan
Ravi Tulsyan

Date: 10/10/22

[*Signature Page to Transition Agreement.*]

Exhibit 31.1

CERTIFICATION

I, Mario Harik, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2022 of XPO Logistics, 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: November 2, 2022

Exhibit 31.2

CERTIFICATION

I, Ravi Tulsyan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2022 of XPO Logistics, 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/ Ravi Tulsyan

Ravi Tulsyan
Chief Financial Officer
(Principal Financial Officer)

Date: November 2, 2022

Exhibit 32.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Executive Officer of XPO Logistics, Inc. (the "Company"), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2022 (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: November 2, 2022

Exhibit 32.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Financial Officer of XPO Logistics, Inc. (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2022 (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/ Ravi Tulsyan
Ravi Tulsyan
Chief Financial Officer
(Principal Financial Officer)

Date: November 2, 2022