

REFINITIV

## DELTA REPORT

### 10-Q

XPO, INC.

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 2928

 CHANGES 248

 DELETIONS 1551

 ADDITIONS 1129

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

Form 10-Q

(Mark One)

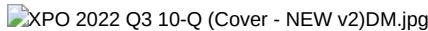
QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2023** **March 31, 2024**  
or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-32172



**XPO, 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 23, 2023** **April 26, 2024**, there were **115,973,170** **116,330,522** shares of the registrant's common stock, par value \$0.001 per share, outstanding.

XPO, Inc.  
**Quarterly Report on Form 10-Q**  
For the Quarterly Period Ended **September 30, 2023** **March 31, 2024**

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**Part I—Financial Information**

**Item 1. Financial Statements.**

XPO, Inc.

**Condensed Consolidated Balance Sheets**  
(Unclassified)

December				March				March 31,		December 31,	
September 30, 31,				31,				2024		2023	
(In millions, except per share data)		(In millions, except per share data)		(In millions, except per share data)							
ASSETS	ASSETS	Current assets	Current assets	Current assets	Current assets						
Current assets	Current assets										
Current assets	Current assets										
Current assets	Current assets										

Cash and cash equivalents	Cash and cash equivalents	\$ 355	\$ 460
Accounts receivable, net of allowances of \$45 and \$43, respectively		1,059	954
Cash and cash equivalents			
Accounts receivable, net of allowances of \$44 and \$45, respectively			
Other current assets	Other current assets	199	199
Current assets of discontinued operations		—	17
<b>Total current assets</b>			
<b>Total current assets</b>			
<b>Total current assets</b>	<b>Total current assets</b>	<hr/>	<hr/>
<b>Long-term assets</b>	<b>Long-term assets</b>		
Property and equipment, net of \$1,767 and \$1,679 in accumulated depreciation, respectively		2,072	1,832
Property and equipment, net of \$1,892 and \$1,853 in accumulated depreciation, respectively			
Property and equipment, net of \$1,892 and \$1,853 in accumulated depreciation, respectively			
Property and equipment, net of \$1,892 and \$1,853 in accumulated depreciation, respectively			
Operating lease assets	Operating lease assets	695	719
Goodwill	Goodwill	1,465	1,472
Identifiable intangible assets, net of \$431 and \$392 in accumulated amortization, respectively		366	407
Identifiable intangible assets, net of \$463 and \$452 in accumulated amortization, respectively			
Other long-term assets	Other long-term assets	217	209
<b>Total long-term assets</b>			
<b>Total long-term assets</b>			
<b>Total long-term assets</b>	<b>Total long-term assets</b>	<hr/>	<hr/>
<b>Total assets</b>	<b>Total assets</b>	<hr/>	<hr/>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current liabilities</b>	<b>Current liabilities</b>		
Current liabilities			
Current liabilities			
Accounts payable			

Accounts payable					
Accounts payable	Accounts payable	\$ 473	\$ 521		
Accrued expenses	Accrued expenses	827	774		
Short-term borrowings and current maturities of long-term debt	Short-term borrowings and current maturities of long-term debt	66	59		
Short-term operating lease liabilities	Short-term operating lease liabilities	111	107		
Other current liabilities	Other current liabilities	45	30		
Current liabilities of discontinued operations		—	16		
Total current liabilities					
Total current liabilities					
Total current liabilities	Total current liabilities	1,522	1,507		
Long-term liabilities	Long-term liabilities				
Long-term debt	Long-term debt	2,447	2,473		
Deferred tax liability	Deferred tax liability	326	319		
Employee benefit obligations	Employee benefit obligations	90	93		
Long-term operating lease liabilities	Long-term operating lease liabilities	584	606		
Other long-term liabilities	Other long-term liabilities	262	259		
Total long-term liabilities	Total long-term liabilities	3,709	3,750		
Total long-term liabilities					
Total long-term liabilities					
Stockholders' equity	Stockholders' equity				
Common stock, \$0.001 par value; 300 shares authorized; 116 and 115 shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively		—	—		
Common stock, \$0.001 par value; 300 shares authorized; 116 shares issued and outstanding as of March 31, 2024 and December 31, 2023					
Common stock, \$0.001 par value; 300 shares authorized; 116 shares issued and outstanding as of March 31, 2024 and December 31, 2023					

Common stock, \$0.001 par value; 300 shares authorized; 116 shares issued and outstanding as of March 31, 2024 and December 31, 2023			
Additional paid-in capital	Additional paid-in capital	1,284	1,238
Retained earnings (accumulated deficit)		127	(4)
Retained earnings			
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(214)	(222)
<b>Total equity</b>	<b>Total equity</b>	1,197	1,012
<b>Total equity</b>			
<b>Total equity</b>			
Total liabilities and equity	Total liabilities and equity	\$ 6,428	\$ 6,269

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

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XPO, Inc.

### Condensed Consolidated Statements of Income

**(Unaudited)**

		Three Months		Nine Months			
		Ended September 30,		Ended September 30,			
		Three Months		Three Months			
		Ended March 31,		Ended March 31,			
		Three Months		Three Months			
		Ended March 31,		Ended March 31,			
		Three Months		Three Months			
		Ended March 31,		Ended March 31,			
(In millions, except per share data)		(In millions, except per share data)		2023		2022	
<b>Revenue</b>		<b>Revenue</b>		\$1,980	\$1,946	\$5,804	\$5,887
Salaries, wages and employee benefits	Salaries, wages and employee benefits		809		739	2,354	2,216
	Purchased transportation		437		480	1,338	1,515
Fuel, operating expenses and supplies	Fuel, operating expenses and supplies		406		425	1,223	1,277
	Operating taxes and licenses		15		15	45	44
Insurance and claims	Insurance and claims		39		41	129	145
						(In millions, except per share data)	
						2024	
						2023	

(Gains) losses on sales of property and equipment	1	(1)	(4)	(3)
Gains on sales of property and equipment				
Depreciation and amortization expense	Depreciation and amortization expense	110	99	318
				289
Transaction and integration costs	Transaction and integration costs	8	2	47
Transaction and integration costs				16
Restructuring costs	Restructuring costs	1	7	35
				15
<b>Operating income</b>	<b>Operating income</b>	<b>154</b>	<b>139</b>	<b>319</b>
Other income	Other income	(4)	(15)	(12)
				(42)
Debt extinguishment loss		—	—	23
				26
Interest expense	Interest expense	41	35	126
Interest expense				103
<b>Income from continuing operations before income tax provision</b>	<b>Income from continuing operations before income tax provision</b>	<b>117</b>	<b>119</b>	<b>182</b>
Income tax provision	Income tax provision	31	27	48
				66
<b>Income from continuing operations</b>	<b>Income from continuing operations</b>	<b>86</b>	<b>92</b>	<b>134</b>
Income (loss) from discontinued operations, net of taxes		(2)	39	(3)
				540
Loss from discontinued operations, net of taxes				
<b>Net income attributable to XPO</b>	<b>\$ 84</b>	<b>\$ 131</b>	<b>\$ 131</b>	<b>\$ 760</b>
<b>Net income</b>				
<b>Net income (loss) attributable to common shareholders</b>				
<b>Net income</b>				
<b>Net income</b>				
<b>Net income (loss)</b>				
<b>Net income (loss)</b>				
Continuing operations	Continuing operations			
Continuing operations				
Continuing operations	Continuing operations	\$ 86	\$ 92	\$ 134
				\$ 220

Discontinued operations	Discontinued operations	(2)	39	(3)	540
Net income attributable to common shareholders		\$ 84	\$ 131	\$ 131	\$ 760
Net income					
<b>Earnings (loss) per share data</b>	<b>Earnings (loss) per share data</b>				
<b>Earnings (loss) per share data</b>	<b>Earnings (loss) per share data</b>				
Basic earnings per share from continuing operations					
Basic earnings per share from continuing operations	Basic earnings per share from continuing operations	\$ 0.74	\$ 0.80	\$ 1.16	\$ 1.92
Basic earnings (loss) per share from discontinued operations	Basic earnings (loss) per share from discontinued operations	(0.01)	0.34	(0.02)	4.69
Basic earnings per share attributable to common shareholders		\$ 0.73	\$ 1.14	\$ 1.14	\$ 6.61
Basic earnings per share					
Diluted earnings per share from continuing operations	Diluted earnings per share from continuing operations	\$ 0.72	\$ 0.79	\$ 1.14	\$ 1.91
Diluted earnings (loss) per share from discontinued operations	Diluted earnings (loss) per share from discontinued operations	(0.01)	0.34	(0.02)	4.66
Diluted earnings per share attributable to common shareholders		\$ 0.71	\$ 1.13	\$ 1.12	\$ 6.57
Diluted earnings per share					
Weighted-average common shares outstanding	Weighted-average common shares outstanding				
Weighted-average common shares outstanding	Weighted-average common shares outstanding				
Basic weighted-average common shares outstanding	Basic weighted-average common shares outstanding				
Basic weighted-average common shares outstanding	Basic weighted-average common shares outstanding				

Basic weighted-average common shares outstanding	Basic weighted-average common shares outstanding	116	115	116	115
Diluted weighted-average common shares outstanding	Diluted weighted-average common shares outstanding	119	116	118	116

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

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XPO, Inc.

## Condensed Consolidated Statements of Comprehensive Income

**(Unaudited)**

Foreign currency translation gain (loss), net of tax effect of \$(3) and \$8	
Foreign currency translation gain (loss), net of tax effect of \$(3) and \$8	
Unrealized gain on financial assets/liabilities designated as hedging instruments, net of tax effect of \$— and \$1	
<b>Other comprehensive income (loss)</b>	
<b>Other comprehensive income (loss)</b>	
<b>Other comprehensive income (loss)</b>	<b>Other comprehensive income (loss)</b>
	(22) (60) 8 (128)
<b>Comprehensive income attributable to XPO</b>	<b>\$ 62 \$ 71 \$139 \$ 632</b>
<b>Comprehensive income</b>	
<b>Comprehensive income</b>	
<b>Comprehensive income</b>	

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

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

<i>(in millions)</i>	Nine Months Ended September 30,	
	2023	2022
<b>Cash flows from operating activities of continuing operations</b>		
Net income	\$ 131	\$ 760
Income (loss) from discontinued operations, net of taxes	(3)	540
Income from continuing operations	134	220
<b>Adjustments to reconcile income from continuing operations to net cash from operating activities</b>		
Depreciation, amortization and net lease activity	318	289
Stock compensation expense	58	21
Accretion of debt	8	12
Deferred tax expense	16	30
Gains on sales of property and equipment	(4)	(3)
Other	46	46
<b>Changes in assets and liabilities</b>		
Accounts receivable	(141)	(199)
Other assets	(24)	72
Accounts payable	(38)	13
Accrued expenses and other liabilities	70	127
<b>Net cash provided by operating activities from continuing operations</b>	443	628
<b>Cash flows from investing activities of continuing operations</b>		
Payment for purchases of property and equipment	(494)	(354)

Proceeds from sale of property and equipment	19	10
Proceeds from settlement of cross-currency swaps	2	29
<b>Net cash used in investing activities from continuing operations</b>	<b>(473)</b>	<b>(315)</b>
<b>Cash flows from financing activities of continuing operations</b>		
Proceeds from issuance of debt	1,977	—
Repurchase of debt	(2,003)	(651)
Proceeds from borrowings on ABL facility	—	275
Repayment of borrowings on ABL facility	—	(275)
Repayment of debt and finance leases	(50)	(46)
Payment for debt issuance costs	(15)	—
Change in bank overdrafts	30	5
Payment for tax withholdings for restricted shares	(12)	(13)
Other	1	(1)
<b>Net cash used in financing activities from continuing operations</b>	<b>(72)</b>	<b>(706)</b>
<b>Cash flows from discontinued operations</b>		
Operating activities of discontinued operations	(11)	31
Investing activities of discontinued operations	2	668
<b>Net cash provided by (used in) discontinued operations</b>	<b>(9)</b>	<b>699</b>
Effect of exchange rates on cash, cash equivalents and restricted cash	2	(25)
<b>Net increase (decrease) in cash, cash equivalents and restricted cash</b>	<b>(109)</b>	<b>281</b>
<b>Cash, cash equivalents and restricted cash, beginning of period</b>	<b>470</b>	<b>273</b>
<b>Cash, cash equivalents and restricted cash, end of period</b>	<b>361</b>	<b>554</b>
<b>Less: Cash, cash equivalents and restricted cash of discontinued operations, end of period</b>	<b>—</b>	<b>187</b>
<b>Cash, cash equivalents and restricted cash of continued operations, end of period</b>	<b>\$ 361</b>	<b>\$ 367</b>
<b>Supplemental disclosure of cash flow information</b>		
Leased assets obtained in exchange for new operating lease liabilities	\$ 80	\$ 114
Leased assets obtained in exchange for new finance lease liabilities	52	15
Cash paid for interest	109	94
Cash paid for income taxes	36	64

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Cash flows from operating activities of continuing operations</b>		
Net income	\$ 67	\$ 14
Loss from discontinued operations, net of taxes	—	(3)
Income from continuing operations	67	17
<b>Adjustments to reconcile income from continuing operations to net cash from operating activities</b>		
Depreciation and amortization	117	101
Stock compensation expense	19	22
Accretion of debt	3	3
Deferred tax expense (benefit)	8	(2)
Gains on sales of property and equipment	(2)	(3)
Other	1	17
<b>Changes in assets and liabilities</b>		
Accounts receivable	(117)	(69)
Other assets	(20)	(24)
Accounts payable	48	(8)
Accrued expenses and other liabilities	21	22
<b>Net cash provided by operating activities from continuing operations</b>	<b>145</b>	<b>76</b>
<b>Cash flows from investing activities of continuing operations</b>		
Payment for purchases of property and equipment	(306)	(224)
Proceeds from sale of property and equipment	7	8
<b>Net cash used in investing activities from continuing operations</b>	<b>(299)</b>	<b>(216)</b>

<b>Cash flows from financing activities of continuing operations</b>						
Repayment of debt and finance leases				(21)		(16)
Payment for debt issuance costs				(4)		—
Change in bank overdrafts				11		19
Payment for tax withholdings for restricted shares				(15)		(12)
Other				—		(1)
<b>Net cash used in financing activities from continuing operations</b>				(29)		(10)
<b>Cash flows from discontinued operations</b>						
Operating activities of discontinued operations				—		(8)
Investing activities of discontinued operations				—		1
<b>Net cash used in discontinued operations</b>				—		(7)
Effect of exchange rates on cash, cash equivalents and restricted cash				—		2
<b>Net decrease in cash, cash equivalents and restricted cash</b>				(183)		(155)
<b>Cash, cash equivalents and restricted cash, beginning of period</b>				419		470
<b>Cash, cash equivalents and restricted cash, end of period</b>				\$ 235		\$ 315
<b>Supplemental disclosure of cash flow information</b>						
Leased assets obtained in exchange for new operating lease liabilities				\$ 69		\$ 28
Leased assets obtained in exchange for new finance lease liabilities				5		19
Cash paid for interest				25		39
Cash paid for income taxes				3		3

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

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

(Shares in thousands, dollars in millions)	Common Stock				Accumulated Other		
	Shares	Amount	Capital	Retained Earnings	Comprehensive		Total Equity
					Additional Paid-In	Loss	
<b>Balance as of June 30, 2023</b>	115,939	\$ —	\$ 1,268	\$ 43	\$ (192)	\$ —	\$ 1,119
Net income	—	—	—	84	—	—	84
Other comprehensive loss	—	—	—	—	—	(22)	(22)
Exercise and vesting of stock compensation awards	33	—	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(2)	—	—	—	(2)
Stock compensation expense	—	—	17	—	—	—	17
Other	—	—	1	—	—	—	1
<b>Balance as of September 30, 2023</b>	115,972	\$ —	\$ 1,284	\$ 127	\$ (214)	\$ —	\$ 1,197

(Shares in thousands, dollars in millions)	Common Stock				Accumulated Other		
	Shares	Amount	Capital	Retained Earnings	Accumulated Other		Total Equity
					Additional Paid-In	(Accumulated Deficit)	
<b>Balance as of December 31, 2022</b>	115,435	\$ —	\$ 1,238	\$ (4)	\$ (222)	\$ —	\$ 1,012
Net income	—	—	—	131	—	—	131
Other comprehensive income	—	—	—	—	—	8	8
Exercise and vesting of stock compensation awards	537	—	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(14)	—	—	—	(14)
Stock compensation expense	—	—	58	—	—	—	58
Other	—	—	2	—	—	—	2
<b>Balance as of September 30, 2023</b>	115,972	\$ —	\$ 1,284	\$ 127	\$ (214)	\$ —	\$ 1,197

(Shares in thousands, dollars in millions)	Common Stock				Accumulated Other		
	Additional Paid-In			Comprehensive			
	Shares	Amount	Capital	Retained Earnings	Loss	Total Equity	
<b>Balance as of December 31, 2023</b>	<b>116,073</b>	<b>\$ —</b>	<b>\$ 1,298</b>	<b>\$ 185</b>	<b>\$ (217)</b>	<b>\$ 1,266</b>	
Net income	—	—	—	67	—	—	67
Other comprehensive loss	—	—	—	—	(5)	—	(5)
Exercise and vesting of stock compensation awards	239	—	—	—	—	—	—
Tax withholdings related to vesting of stock compensation awards	—	—	(15)	—	—	—	(15)
Stock compensation expense	—	—	19	—	—	—	19
<b>Balance as of March 31, 2024</b>	<b>116,312</b>	<b>\$ —</b>	<b>\$ 1,302</b>	<b>\$ 252</b>	<b>\$ (222)</b>	<b>\$ 1,332</b>	

(Shares in thousands, dollars in millions)	Common Stock				Accumulated Other			
	Additional Paid-In			Retained Earnings	Comprehensive			
	Shares	Amount	Capital	(Accumulated Deficit)	Loss	Total Equity		
<b>Balance as of December 31, 2022</b>	<b>115,435</b>	<b>\$ —</b>	<b>\$ 1,238</b>	<b>\$ (4)</b>	<b>\$ (222)</b>	<b>\$ 1,012</b>		
Net income	—	—	—	14	—	—	14	
Other comprehensive income	—	—	—	—	—	15	15	
Exercise and vesting of stock compensation awards	315	—	—	—	—	—	—	
Tax withholdings related to vesting of stock compensation awards	—	—	(8)	—	—	—	(8)	
Stock compensation expense	—	—	22	—	—	—	22	
<b>Balance as of March 31, 2023</b>	<b>115,750</b>	<b>\$ —</b>	<b>\$ 1,252</b>	<b>\$ 10</b>	<b>\$ (207)</b>	<b>\$ 1,055</b>		

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

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

Amounts may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

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XPO, Inc.

**Notes to Condensed Consolidated Financial Statements**

(Unaudited)

**1. Organization, Description of Business and Basis of Presentation**

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

**2022 RXO Spin-Off Strategic Developments**

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

On November 1, 2022, we completed Our Board of Directors has previously authorized the spin-off divestiture of RXO, Inc. ("RXO"), our tech-enabled brokered transportation platform as European business. There can be no assurance that the divestiture will occur, or of the terms or timing of a publicly traded company (the "RXO spin-off"). The historical results of operations and the financial positions of RXO and our intermodal operation, which was sold in March 2022, are presented as discontinued operations in our Condensed Consolidated Financial Statements. For information on our discontinued operations, see Note 2—Discontinued Operations, transaction.

**Basis of Presentation**

We prepared our Condensed Consolidated Financial Statements in accordance with U.S. generally accepted accounting principles ("GAAP") and on the same basis as the accounting policies described in our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023** (the "2022/2023 Form 10-K"). The interim reporting requirements of Form 10-Q allow certain information and note disclosures normally included in annual consolidated financial statements to be condensed or omitted. These Condensed Consolidated Financial Statements should be read in conjunction with the **2022/2023 Form 10-K**.

The Condensed Consolidated Financial Statements are not audited but reflect all adjustments that are of a normal recurring nature and are necessary for a fair presentation of the financial condition, operating results and cash flows for the interim periods presented. Operating results for the three and nine months ended **September 30, 2023** **March 31, 2024** are not necessarily indicative of the results that may be expected for the year ending **December 31, 2023** **December 31, 2024**.

In the first quarter The historical results of 2023, we made certain changes to operations and financial positions of RXO, Inc., GXO Logistics, Inc. and our financial reporting to increase transparency intermodal operation are presented as discontinued operations and, improve comparability. Specifically, we changed the expense captions within Operating income in as such, have been excluded from both continuing operations and segment results for all periods presented.

Within the Condensed Consolidated Financial Statements of Income to reflect the nature of the expense. The change to natural expense classification had no impact on consolidated Revenues or Operating income. We have recast prior period and associated notes, certain amounts to conform may not add due to the current year's presentation, use of rounded numbers. Percentages presented are calculated from the underlying numbers in millions.

**Restricted Cash**

As of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, our restricted cash included in Other long-term assets on our Condensed Consolidated Balance Sheets was **\$6 million** and **\$10 million**, respectively. **\$7 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 a securitization program for our European transportation business. We use trade receivables securitization and factoring programs to help manage our cash flows and offset the impact of extended payment terms for some of our customers.

The maximum amount of net cash proceeds available at any one time under our securitization program, inclusive of any unsecured borrowings, is €200 million (approximately **\$211 million** **\$216 million** as of **September 30, 2023** **March 31, 2024**). As of **September 30, 2023** **March 31, 2024**, **€15 million** (approximately **\$16 million**) was the maximum amount available under the **program**. The weighted average interest rate was **5.07%** **5.41%** as of **September 30, 2023** **March 31, 2024**. The program expires in July 2026.

Information related to the trade receivables sold was as follows:

		Three Months		Nine Months			
		Ended	Ended September	Ended	Ended September		
		September 30,	30,	September 30,	30,		
(In millions)	(In millions)	2023	2022	2023	2022	(In millions)	
<b>Securitization programs</b>	<b>Securitization programs</b>						
Receivables sold in period	Receivables sold in period						
Receivables sold in period	Receivables sold in period	\$452	\$418	\$1,362	\$1,323		
Cash consideration	Cash consideration	452	418	1,362	1,323		
<b>Factoring programs</b>	<b>Factoring programs</b>						
Receivables sold in period	Receivables sold in period						
Receivables sold in period	Receivables sold in period	23	31	81	75		
Cash consideration	Cash consideration	23	31	81	75		

#### 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, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023** due to their short-term nature and/or being receivable or payable on demand. The Level 1 cash equivalents include money market funds valued using quoted prices in active markets and a cash deposit for the securitization program. For information on the fair value hierarchy of our derivative instruments, see Note 6—5—Derivative Instruments; Instruments and for further information on financial liabilities, see Note 7—6—Debt.

The fair value hierarchy of cash equivalents was as follows:

(in millions)	Carrying Value	Fair Value	Level 1
September 30, 2023	\$ 305	\$ 305	\$ 305
December 31, 2022	402	402	402

(in millions)	Carrying Value	Fair Value	Level 1
March 31, 2024	\$ 186	\$ 186	\$ 186
December 31, 2023	369	369	369

#### **Adoption of New Accounting Pronouncements Issued but Not Yet Effective**

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

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In March 2020, November 2023, the FASB issued ASU 2020-04, "Reference rate reform" 2023-07, "Segment Reporting (Topic 848) 280): Facilitation Improvements to Reportable Segment Disclosures." The amendments in the ASU increase reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify circumstances in which an entity can disclose multiple segment measures of profit and loss, and provide new segment disclosure requirements for entities with a single reportable segment, among other disclosure requirements. This ASU is effective on a retrospective basis for annual periods beginning in 2024, and for interim periods beginning January 1, 2025. Early adoption is permitted. We are currently evaluating the impact of the effects of reference rate reform on new standard, which is limited to financial reporting." The ASU provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform. The amendments apply only to contracts and hedging relationships that reference London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued due to reference rate reform. The amendments are elective and are effective upon issuance. In December 2022, the FASB issued ASU 2022-06, "Reference rate reform (Topic 848): Deferral of the sunset date of Topic 848" which defers the expiration date for Topic 848 from December 31, 2022 until December 31, 2024. At December 31, 2022, our revolving loan credit agreement (the "ABL Facility") and senior secured term loan credit agreement, as amended (the "Existing Term Loan Facility"), provided for an interest rate based on LIBOR. In 2023, we amended the terms of our ABL Facility and Existing Term Loan Facility, including transitioning the interest rate from LIBOR to other base rates. See Note 7—Debt for further information. We do not expect the modifications of these facilities to have a material impact on our consolidated financial statements, statement disclosures.

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#### **2. Discontinued Operations**

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

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

Discontinued Operations	2023	2022
Revenue	\$ 1,234	\$ 1,234

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2022	2022	2022
<b>Revenue</b>				
Salaries, wages and employee benefits		\$ 1,137		\$ 4,009
Purchased transportation		140		455
Fuel, operating expenses and supplies		826		2,926
Operating taxes and licenses		76		267
Insurance and claims		1		3
Depreciation and amortization expense		5		18
(Gain) loss on sale of business		19		60
Transaction and other operating costs		—		(434)
		24		47
<b>Operating income</b>		46		667
Income tax provision		7		127
<b>Net income from discontinued operations</b>	<b>\$ 39</b>		<b>\$ 540</b>	

For the three and nine months ended September 30, 2023, we incurred approximately \$9 million and \$49 million, respectively, of costs related to the RXO spin-off, of which \$1 million and \$5 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income. For the three and nine months ended September 30, 2022, we incurred approximately \$22 million and \$43 million, respectively, of costs related to the RXO spin-off, of which \$20 million and \$40 million, respectively, are reflected within income (loss) from discontinued operations in our Condensed Consolidated Statements of Income.

The supplemental disclosure of cash paid for income taxes on our Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2022 excludes \$67 million of cash taxes paid primarily related to the gain on the sale of our intermodal operation.

### 3. Segment Reporting

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

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

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

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

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

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Selected financial data for our segments is as follows:

		Three Months Ended September 30,	Nine Months Ended September 30,		
		Three Months Ended March 31,	Three Months Ended March 31,		
		Three Months Ended March 31,	Three Months Ended March 31,		
(in millions)	(in millions)	2023	2022	2023	2022
		(in millions)			
Revenue	Revenue				
North American LTL	North American LTL				
North American LTL	North American LTL				
North American LTL	American LTL	\$1,228	\$1,205	\$3,484	\$3,552
European Transportation	European Transportation	752	741	2,320	2,335
Total	Total	\$1,980	\$1,946	\$5,804	\$5,887
Adjusted EBITDA	Adjusted EBITDA				
Adjusted EBITDA	Adjusted EBITDA				
Adjusted EBITDA	Adjusted EBITDA				
North American LTL	North American LTL				
North American LTL	American LTL	\$ 241	\$ 240	\$ 631	\$ 700
European Transportation	European Transportation	44	43	127	130
Corporate	Corporate	(7)	(21)	(26)	(95)
Total Adjusted EBITDA	Total Adjusted EBITDA	278	262	732	735
Less:	Less:				
Debt extinguishment loss	Debt extinguishment loss	—	—	23	26
Interest expense	Interest expense				
Interest expense	Interest expense	41	35	126	103
Income tax provision	Income tax provision	31	27	48	66
Depreciation and amortization expense	Depreciation and amortization expense	110	99	318	289
Transaction and integration costs <sup>(1)</sup>	Transaction and integration costs <sup>(1)</sup>	8	2	47	16
Transaction and integration costs	Transaction and integration costs				
(1)	(1)				
Transaction and integration costs	Transaction and integration costs				
(1)	(1)				
Restructuring costs <sup>(2)</sup>	Restructuring costs <sup>(2)</sup>	1	7	35	15
Other	Other	1	—	1	—

Income from continuing operations						
Income from continuing operations						
Income from continuing operations	Income from continuing operations	\$ 86	\$ 92	\$ 134	\$ 220	
Depreciation and amortization expense	Depreciation and amortization expense					
Depreciation and amortization expense						
Depreciation and amortization expense						
North American LTL						
North American LTL						
North American LTL	North American LTL	\$ 75	\$ 60	\$ 214	\$ 175	
European Transportation	European Transportation	35	31	100	96	
Corporate	Corporate	—	8	4	18	
Total	Total	\$ 110	\$ 99	\$ 318	\$ 289	

(1) Transaction and integration costs for the periods ended September 30, 2023 first quarter of 2024 and 2023 are primarily comprised of stock-based compensation and retention awards for certain employees related to strategic initiatives. Transaction and integration costs for the periods ended September 30, 2022 are primarily comprised of third-party professional fees related to strategic initiatives as well as retention awards paid to certain employees. Transaction and integration costs for the three months ended September 30, 2023 March 31, 2024 and 2022 2023 include \$1 million and \$2 \$1 million, respectively, related to our European Transportation segment, and \$7 \$13 million and \$0 \$21 million, respectively, related to Corporate. Transaction and integration

(2) Restructuring costs for the nine three months ended September 30, 2023 March 31, 2024 and 2022 2023 include \$0 million and \$2 \$6 million, respectively, related to our North American LTL segment, \$2 \$8 million and \$5 \$7 million, respectively, related to our European Transportation segment, and \$45 \$0 million and \$9 \$11 million, respectively, related to Corporate.

(2) See Note 5—4— Restructuring Charges for further information on our restructuring actions.

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#### 4.3. Revenue Recognition

##### Disaggregation of Revenues

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

(in millions)	Three Months Ended September 30, 2023		
	North American LTL	European Transportation	Total
<b>Revenue</b>			
United States	\$ 1,202	\$ —	\$ 1,202
North America (excluding United States)	26	—	26
France	—	309	309
United Kingdom	—	232	232
Europe (excluding France and United Kingdom)	—	211	211
<b>Total</b>	<b>\$ 1,228</b>	<b>\$ 752</b>	<b>\$ 1,980</b>
Three Months Ended September 30, 2022			
(in millions)	North American LTL	European Transportation	Total
Revenue			
United States	\$ 1,179	\$ —	\$ 1,179

North America (excluding United States)	26	—	26
France	—	313	313
United Kingdom	—	217	217
Europe (excluding France and United Kingdom)	—	211	211
<b>Total</b>	<b>\$ 1,205</b>	<b>\$ 741</b>	<b>\$ 1,946</b>

Nine Months Ended September 30, 2023				Three Months Ended March 31, 2024				Three Months Ended March 31, 2024				Three Months Ended March 31, 2024			
		North American		European		(In millions)		North American LTL		European Transportation		Total			
(In millions)	(In millions)	LTL	Transportation	Total	(In millions)										
Revenue	Revenue														
<b>United States</b>															
United States	United States	\$ 3,411	\$ —	\$ 3,411											
North America (excluding United States)	North America (excluding United States)	73	—	73											
France	France	—	980	980											
United Kingdom	United Kingdom	—	682	682											
Europe (excluding France and United Kingdom)	Europe (excluding France and United Kingdom)	—	658	658											
<b>Total</b>	<b>Total</b>	<b>\$ 3,484</b>	<b>\$ 2,320</b>	<b>\$ 5,804</b>											
<b>Total</b>															
<b>Total</b>															

Nine Months Ended September 30, 2022			
(In millions)	North American LTL	European Transportation	Total
Revenue			
United States	\$ 3,476	\$ —	\$ 3,476
North America (excluding United States)	76	—	76
France	—	1,017	1,017
United Kingdom	—	666	666
Europe (excluding France and United Kingdom)	—	652	652
<b>Total</b>	<b>\$ 3,552</b>	<b>\$ 2,335</b>	<b>\$ 5,887</b>

11	Three Months Ended March 31, 2023
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(In millions)		North American LTL	European Transportation	Total
<b>5.4. Restructuring Charges</b>				
Revenue				
We engage in restructuring actions as part of our ongoing efforts to best use our resources and infrastructure, including actions in connection with spin-offs and other divestment activities. These actions generally include severance and facility-related costs, including impairment of lease assets, as well as contract termination costs, and are intended to improve our efficiency and profitability.		\$ 1,097	\$ 1,097	\$ 1,097
Intended to improve our efficiency and profitability.		23	—	23
Outflow		—	340	340
Manufacturing-related activity was as follows:				
United Kingdom		Nine Months Ended September 30, 2023		224
Europe (excluding France and United Kingdom)	Reserve Balance			224
Total	as of	\$ 1,120	\$ 787	\$ 1,907
(In millions)	December 31, 2022	Charges Incurred	Payments	Reserve Balance as of September 30, 2023
<b>Severance</b>				
North American LTL	\$ 2	\$ 4	\$ (4)	\$ 2
European Transportation	1	9	(8)	2
Corporate	19	16	(24)	10
<b>Total</b>	<b>\$ 22</b>	<b>\$ 29</b>	<b>\$ (36)</b>	<b>\$ 14</b>

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

		Three Months Ended March 31, 2024				
		Reserve Balance as of December 31, 2023	Charges Incurred	Payments	Reserve Balance as of March 31, 2024	
(In millions)		December 31, 2023				
<b>Severance</b>						
North American LTL	\$ 2	\$ —	\$ —	\$ (1)	\$ 1	
European Transportation	1	8	8	(4)	5	
Corporate	8	—	—	(3)	5	
<b>Total</b>	<b>\$ 11</b>	<b>\$ 8</b>	<b>\$ 8</b>	<b>\$ (8)</b>	<b>\$ 11</b>	

We expect that the majority of the cash outlays related to the severance charges incurred in the first **nine** three months of **2023** **2024** will be completed within 12 months.

**6.10**

## 5. Derivative Instruments

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

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

		September 30, 2023			
		Derivative Assets		Derivative Liabilities	
(In millions)	Notional Amount	Balance Sheet Caption	Fair Value	Balance Sheet Caption	Fair Value
<b>Derivatives designated as hedges</b>					
Cross-currency swap agreements	\$ 652	Other current assets	\$ 3	Other current liabilities	\$ (9)
Interest rate swaps	700	Other current assets	1	Other current liabilities	—
<b>Total</b>			<b>\$ 4</b>		<b>\$ (9)</b>

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		March 31, 2024													
		Derivative Assets				Derivative Liabilities									
		Notional	Amount	Balance Sheet Caption	Fair Value	Balance Sheet Caption	Fair Value								
(In millions)															
Derivatives designated as hedges															
Cross-currency swap agreements		\$	249	Other current assets	\$ —	Other current liabilities	\$ (9)								
Cross-currency swap agreements			403	Other long-term assets	—	Other long-term liabilities	(11)								
Interest rate swaps			550	Other current assets	1	Other current liabilities	—								
Total					\$ 1		\$ (21)								
December 31, 2022															
		Derivative	Derivative												
		Assets	Liabilities												
December 31, 2023															
Derivative															
		Assets				Derivative Assets		Derivative Liabilities							
(In millions)		Notional	Balance	Sheet	Fair	Notional	Amount	Balance Sheet Caption	Fair Value						
(In millions)		Amount	Caption	Value	Caption	(In millions)	Notional	Balance Sheet Caption	Fair Value						
Derivatives	Derivatives														
designated	designated														
as hedges	as hedges														
Cross-	Cross-														
currency	currency														
swap	swap	\$ 332	Other current assets	\$ —	Other current liabilities										
agreements	agreements														
Cross-	Cross-														
currency	currency														
swap	swap	68	long-term assets	3	long-term liabilities										
agreements	agreements														
Cross-currency swap agreements															
Interest	Interest														
rate swaps	rate swaps	1,882	Other current assets	—	Other current liabilities										
Interest	Interest														
rate swaps	rate swaps														
Interest	Interest														
rate swaps	rate swaps														
Total	Total	\$ 3			\$ (12)										

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

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



Cross-currency swap agreements							
Total	Total	\$ 8	\$ 67	\$ 2	\$ —	\$ 6	\$ 5
		<u>      </u>					

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#### 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.

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During the term of the swap contracts, we will receive interest on a quarterly basis from the counterparties based on USD fixed interest rates, and we will pay interest, also on a quarterly basis, to the counterparties based on EUR fixed interest rates. At maturity, we will repay the original principal amount in EUR and receive the principal amount in USD. These agreements expire at various dates through 2024, 2027.

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

***During the first nine months of 2023 and 2022, we received approximately \$2 million and \$29 million, respectively, related to cross-currency swaps that were settled during the period. The proceeds were included in Cash flows from investing activities of continuing operations on our Condensed Consolidated Statements of Cash Flows.***

#### Interest Rate Hedging

We execute short-term interest rate swaps to mitigate variability in forecasted interest payments on our Senior Secured Term Loan Credit Agreement (the "Term Loan Credit Agreement"). The interest rate swaps convert floating-rate interest payments into fixed rate interest payments. We designated the interest rate swaps as qualifying hedging instruments and account for these derivatives as cash flow hedges. The outstanding interest rate swap matures swaps mature on various dates in the fourth quarter of 2023, 2024 and 2025.

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

#### 7.6. Debt

		September 30,					
		2023	2022				
		March 31,					
		2024					
		Principal (in millions)	Carrying (in millions)	Principal (in millions)	Carrying (in millions)	Principal Balance	Carrying Value
Term loan facility	Term loan facility	\$ 700	\$ 692	\$ 2,003	\$ 1,981		
6.25% senior notes due 2025		112	112	112	111		

Term loan facility					
Term loan facility					
6.25% senior secured notes due 2028					
6.25% senior secured notes due 2028					
6.25% senior secured notes due 2028	6.25% senior secured notes due 2028	830	821	—	—
7.125% senior notes due 2031	7.125% senior notes due 2031	450	445	—	—
7.125% senior notes due 2032					
6.70% senior debentures due 2034	6.70% senior debentures due 2034	300	220	300	217
Finance leases, asset financing and other					
Finance leases, asset financing and other					
Finance leases, asset financing and other	Finance leases, asset financing and other	223	223	223	223
Total debt	Total debt	2,615	2,513	2,638	2,532
Short-term borrowings and current maturities of long-term debt	Short-term borrowings and current maturities of long-term debt	66	66	59	59
Long-term debt	Long-term debt	\$2,549	\$2,447	\$2,579	\$2,473

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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, 2023	\$ 2,574	\$ 1,655	\$ 919
December 31, 2022	2,601	392	2,209
March 31, 2024	\$ 3,553	\$ 2,226	\$ 1,327

December 31, 2023	3,583	2,235	1,348
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We valued Level 1 debt using quoted prices in active markets. We valued Level 2 debt using bid evaluation pricing models or quoted prices of securities with similar characteristics.

#### **ABL Facility**

As of **September 30, 2023** **March 31, 2024**, our borrowing base was **\$590 million** **\$565 million** and our availability under our **revolving loan credit agreement** **Second Amended and Restated Revolving Credit Agreement**, as amended (the "ABL Facility") was **\$589 million** **\$564 million** after considering outstanding letters of credit of less than \$1 million. As of **September 30, 2023** **March 31, 2024**, we were in compliance with the ABL Facility's financial covenants.

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

#### **Letters of Credit Facility**

As of **September 30, 2023** **March 31, 2024**, we had issued **\$139 million** **\$138 million** in aggregate face amount of letters of credit under our \$200 million uncommitted secured evergreen letter of credit facility.

#### **Term Loan Facility**

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

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

The New Term Loan Facility will bear interest at a rate per annum equal to, at our option, either (a) a Term Secured Overnight Financing ("SOFR") rate (subject to a 0.00% floor) or (b) a base rate (subject to a 0.00% floor), in each case, plus an applicable margin of 2.00% for Term SOFR loans or 1.00% for base rate loans. The interest rate was term loan facility approximated 7.32% as of **September 30, 2023** **March 31, 2024**.

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

#### **Senior Notes Due 2028 and 2031**

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

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

The Senior Secured Notes due 2028 and the guarantees thereof are secured by substantially all of our assets and our guarantors equally and ratably with the indebtedness under the Term Loan Credit Agreement (subject to permitted

liens and certain other exceptions). The Senior Notes due 2031 and the guarantees thereof are unsecured, unsubordinated indebtedness for us and our guarantors.

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

#### **Senior Notes Due 2025**

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

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

#### **8.7. Earnings (Loss) per Share**

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

	Three Months Ended September 30,	Nine Months Ended September 30,		
(In millions, except per share data)	(In millions, except per share data)	2023	2022	(In millions, except per share data)
Net income from continuing operations attributable to common shares	\$ 86	\$ 92	\$ 134	\$ 220
Net income from continuing operations				
Net income (loss) from discontinued operations, net of amounts attributable to noncontrolling interest	(2)	39	(3)	540
Net income from continuing operations				
Net income attributable to common shares, basic	\$ 84	\$ 131	\$ 131	\$ 760
Net income from continuing operations				
Net loss from discontinued operations				
Net loss from discontinued operations				
Net loss from discontinued operations				
Net income				
Net income				
Net income				

Basic weighted-average common shares	Basic weighted-average common shares	116	115	116	115
Dilutive effect of stock-based awards	Dilutive effect of stock-based awards	3	1	2	1
Basic weighted-average common shares					
Basic weighted-average common shares					
Diluted weighted-average common shares	Diluted weighted-average common shares	119	116	118	116
Basic earnings from continuing operations per share					
Basic earnings from continuing operations per share					
Basic earnings from continuing operations per share	Basic earnings from continuing operations per share	\$0.74	\$0.80	\$1.16	\$1.92
Basic earnings (loss) from discontinued operations per share	Basic earnings (loss) from discontinued operations per share	(0.01)	0.34	(0.02)	4.69
Basic earnings per share					
Diluted earnings from continuing operations per share	Diluted earnings from continuing operations per share	\$0.73	\$1.14	\$1.14	\$6.61
Diluted earnings from continuing operations per share	Diluted earnings from continuing operations per share	\$0.72	\$0.79	\$1.14	\$1.91
Diluted earnings from continuing operations per share					
Diluted earnings from continuing operations per share					

Diluted earnings (loss) from discontinued operations per share	Diluted earnings (loss) from discontinued operations per share	(0.01)	0.34	(0.02)	4.66
Diluted earnings per share	Diluted earnings per share	\$0.71	\$1.13	\$1.12	\$6.57

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## 8. 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

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

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

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

### *Insurance Contribution Litigation*

In April 2012, Allianz Global Risks US Insurance Company sued eighteen insurance companies in a case captioned Allianz Global Risks US Ins. Co. v. ACE Property & Casualty Ins. Co., et al., Multnomah County Circuit Court (Case No. 1204-04552). Allianz Global Risks US Ins. Co. ("Allianz") sought contribution on environmental and product liability claims that Allianz agreed to defend and indemnify on behalf of its insured, Daimler Trucks North America ("DTNA"). Defendants had insured Freightliner's assets, which DTNA acquired in 1981. Con-way, Freightliner's former parent company, intervened. We acquired Con-way in 2015. Con-way and Freightliner had self-insured under fronting agreements with defendant insurers ACE, Westport, and General. Under those agreements, Con-way agreed to indemnify the fronting carriers for damages assessed under the fronting policies. Con-way's captive insurer, Centron, was also a named defendant. After a seven-week jury trial in 2014, the jury found that Con-way and the fronting insurers never intended that the insurers defend or indemnify any claims against Freightliner. In June 2015, Allianz appealed to the Oregon Court of Appeals. In May 2019, the Oregon Court of Appeals upheld the jury verdict. In September 2019, Allianz appealed to the Oregon Supreme Court. In March 2021, the Oregon Supreme Court reversed the jury verdict, holding that it was an error to allow the jury to decide how the parties intended the fronting policies to operate, and also holding that the trial court improperly instructed the jury concerning one of the pollution exclusions at issue. In July 2021, the matter was remanded to the trial court for further proceedings consistent with the Oregon Supreme Court's decision. In June 2023, the trial court decided the parties' cross-motions for summary judgment, leaving open the pollution exclusion and allocation issues. The trial on the pollution exclusion issue is scheduled to

take place in the **spring** **fall** of 2024, and the trial on allocation of defense costs among the applicable insurance policies is **set for the fall of 2024** to take place in early 2025. We have accrued an immaterial amount for the potential exposure associated with **Centron** in **ultimate allocation** to the **bench trial** regarding allocation. As relevant policies; however, any losses that may arise in connection with the fronting policies issued by defendant insurers ACE, Westport, and General are not reasonably estimable at this time, 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 (the "County"), written in cooperation with certain other California District Attorneys and the Los Angeles City Attorney, notifying the Company of an investigation into alleged violations with respect to underground storage tanks, hazardous materials, and hazardous waste in California, and offering a meeting. **The following meetings between the Company has met with the and County attorneys and the Los Angeles City Attorney on multiple occasions. We are assessing and an assessment of the allegations and the underlying facts, and continue to engage the Company engaged in negotiations with the County and Los Angeles City Attorneys to address settlement of the alleged violations. No discussion of potential monetary sanctions or settlement amount has occurred to date, nor can we reasonably estimate potential costs at The Company previously accrued for this time.** matter, and it was resolved for \$7.9 million in April 2024.

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

##### Cautionary Statement Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q and other written reports and oral statements we make from time to time contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. In some cases, forward-looking statements can be identified by the use of forward-looking terms such as "anticipate," "estimate," "believe," "continue," "could," "intend," "may," "plan," "potential," "predict," "should," "will," "expect," "objective," "projection," "forecast," "goal," "guidance," "outlook," "effort," "target," "trajectory" or the negative of these terms or other comparable terms. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements are based on certain assumptions and analyses made by the Company in light of its experience and its perception of historical trends, current conditions and expected future developments, as well as other factors it believes are appropriate in the circumstances. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual future results, levels of activity, performance or achievements to be materially different from our expected future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include those discussed below and the risks discussed in the Company's other filings with the Securities and Exchange Commission (the "SEC"). All forward-looking statements set forth in this Quarterly Report on Form 10-Q are qualified by these cautionary statements, and there can be no assurance that the actual results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequence to or effects on the Company or its business or operations. The following discussion should be read in conjunction with the Company's unaudited Condensed Consolidated Financial Statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q, and with the audited consolidated financial statements and related notes thereto included in the Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023** (the **2022** **2023** Form 10-K"). Forward-looking statements set forth in this Quarterly Report on Form 10-Q speak only as of the date hereof, and we do not undertake any obligation to update forward-looking statements to reflect subsequent events or circumstances, changes in expectations or the occurrence of unanticipated events, except to the extent required by law.

##### Executive Summary

XPO, Inc., together with its subsidiaries ("XPO," "we" or the "Company"), is a leading provider of freight transportation services, with company-specific avenues for value creation. We use our proprietary technology to move goods efficiently through our customers' supply chains in North America and Europe. As of **September 30, 2023** **March 31, 2024**, we had approximately **39,000** **39,000** employees and **563,610** locations in 17 countries serving approximately **50,000** **52,000** customers.

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

**In** **Within** the **first quarter of 2023**, we **made** **tables presented**, certain **changes** to our **financial reporting** to **increase transparency and improve comparability**. Specifically, we **changed** the **expense captions** within **Operating income** in the **Condensed Consolidated Statements of Income** to reflect the **nature of the expense**. The **change to natural expense classification** had **no impact** on **consolidated Revenues** or **Operating income**. We **have recast** prior period amounts to conform **may not add** due to the **current year's presentation**. **use of rounded numbers**. Percentages presented are calculated from the underlying numbers in millions.

#### North American Less-Than-Truckload LTL Segment

LTL in North America is a bedrock industry providing a critical service to the economy, with favorable pricing dynamics and a stable an established competitive landscape. We have XPO is one of the largest LTL networks in North America, with approximately 8% 9% share of the \$59 billion U.S. market, estimated to be \$52 billion as of December 31, 2022 December 31, 2023.

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During the third quarter of 2023, one of our LTL competitors ceased operations and filed for bankruptcy. This caused a disruption between supply and demand in the industry, leading to more freight volume and shipments going to the remaining market participants, including XPO.

Our LTL sales and service professionals and network of drivers, tractors, trailers and terminals serve We provide approximately 30,000 customers 33,000 shippers in North America. We provide shippers America with critical geographic density and day-definite domestic and cross-border services to approximately 99% of U.S. zip codes, as well as Mexico, Canada and the Caribbean. Together, our Our capacity and reach give us the ability to manage large freight volumes efficiently and balance our network to leverage fixed costs. For the trailing 12 months ended September 30, 2023 March 31, 2024, we delivered our customer-focused organization of truck drivers, service center teams and sales professionals worked together to move approximately 18 billion pounds of freight freight through our network to its destinations.

Importantly, our LTL business historically has generated a high return on invested capital and robust free cash flow. This supports our ongoing investments in the expansion of our people, network capacity and the enhancement of our proprietary technology. We are managing manage the business to specific objectives, such as high customer service scores for on-time delivery and damage-free freight, the optimal sourcing of linehaul transportation, and the addition expansion of 900 net new doors to our terminal service center footprint by the first half of 2024 from an October 2021 baseline, in strategic markets with long-term demand. Since implementing our LTL 2.0 growth plan in the fourth quarter of 2021, we have added 531 net new doors to our network, including six terminals, over 4,000 tractors and 12,300 trailers.

Additionally, In 2023, we are continuing to execute a host of initiatives that are specific to XPO and largely independent of the macroeconomic environment. We produced 4,705 over 6,400 trailers at our in-house trailer manufacturing facility, in 2022, nearly doubling the 2021 output. Our surpassing our goal is to produce of more than 6,000 trailers in 2023. We are also investing in expanding the number of drivers trained at our 130 commercial driver schools, trailers. Our in-house trailer manufacturing and driver schools are examples is an example of idiosyncratic, a self-reliant capabilities capability that are is competitively advantageous to XPO, us, particularly when industry constraints on equipment or drivers exist. conditions make it difficult to source equipment.

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

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

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

#### European Transportation Segment

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

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

#### Technology and Sustainability

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

We have built a highly scalable ecosystem on the cloud that deploys our software consistently across our operating footprint. In our North American LTL business, the caliber of our technology is mission-critical to our success; it optimizes linehaul, pickup-and-delivery and pricing — the main components of the service we provide. An LTL network of our scale has hundreds of thousands of activities underway at any given time, all managed on our technology. For the trailing 12 months ended September 30, 2023 March 31, 2024, we moved approximately 18 billion pounds of freight 790 million 813 million miles, including moving linehaul freight an average of 2.6 million miles a day.

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With intelligent route-building, we can reduce empty miles in our linehaul network, improve load factor and mitigate cargo damage. Our proprietary bypass models make recommendations to enhance trailer utilization, assimilating massive amounts of data and taking volume, density, and freight dimensions into account. We use our

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real-time visualization tools to reduce costs with pickups and deliveries and developed a robust pricing platform for contractual account management and automated, dynamic pricing for local accounts.

Importantly, our technology also helps our company meet its environmental social and governance ("ESG") goals such as a reduction in our carbon footprint, and can help our customers meet their own goals. For a detailed discussion of our philosophy relating to innovation and ESG environmental matters, see the Company Overview included refer to "Business" in our [2022 2023 Form 10-K](#), as well as our current Sustainability Report at [sustainability.xpo.com](#).

#### Consolidated Summary Financial Table

		Three Months			Nine Months						
		Ended	Percent of	Ended	Percent of						
	September 30,	Revenue	Change	September 30,	Revenue	Change					
<b>Three Months</b>											
<b>Ended March</b>											
31,											
<b>Three Months</b>											
<b>Ended March</b>											
31,											
<b>Three Months</b>											
<b>Ended March</b>											
31,											

Depreciation and amortization expense	Depreciation and amortization expense	110	99	5.6 %	5.1 %	11.1 %	318	289	5.5 %	4.9 %	10.0 %	Depreciation and amortization expense	117	101	101	5.8
Transaction and integration costs																
Transaction and integration costs																
Transaction and integration costs																
Transaction and integration costs	Transaction and integration costs	8	2	0.4 %	0.1 %	300.0 %	47	16	0.8 %	0.3 %	193.8 %	Restructuring costs	14	22	22	0.7
Restructuring costs	Restructuring costs	1	7	0.1 %	0.4 %	(85.7)%	35	15	0.6 %	0.3 %	133.3 %	Operating income	8	24	24	0.4
Operating income	Operating income	154	139	7.8 %	7.1 %	10.8 %	319	373	5.5 %	6.3 %	(14.5)%	Other income	138	58	58	6.8
Other income	Other income	(4)	(15)	(0.2)%	(0.8)%	(73.3)%	(12)	(42)	(0.2)%	(0.7)%	(71.4)%	Debt extinguishment loss	(10)	(5)	(5)	(0.5)
Interest expense																
Interest expense																
Interest expense	Interest expense	41	35	2.1 %	1.8 %	17.1 %	126	103	2.2 %	1.7 %	22.3 %	Income from continuing operations before income tax provision	58	42	42	2.9
Income from continuing operations before income tax provision	Income from continuing operations before income tax provision	117	119	5.9 %	6.1 %	(1.7)%	182	286	3.1 %	4.9 %	(36.4)%	Income tax provision	90	21	21	4.5
Income tax provision	Income tax provision	31	27	1.6 %	1.4 %	14.8 %	48	66	0.8 %	1.1 %	(27.3)%	Income from continuing operations	23	4	4	1.1
Income from continuing operations	Income from continuing operations	86	92	4.3 %	4.7 %	(6.5)%	134	220	2.3 %	3.7 %	(39.1)%	Income (loss) from discontinued operations, net of taxes	67	17	17	3.3
Income (loss) from discontinued operations, net of taxes	Income (loss) from discontinued operations, net of taxes	(2)	39	(0.1)%	2.0 %	(105.1)%	(3)	540	(0.1)%	9.2 %	(100.6)%	Loss from discontinued operations, net of taxes	—	—	(3)	—
Net income	Net income	\$ 84	\$ 131	4.2 %	6.7 %	(35.9)%	\$ 131	\$ 760	2.3 %	12.9 %	(82.8)%	Net income	\$ 67	\$ 14	\$ 3.3	—

Three and Nine Months Ended September 30, 2023 March 31, 2024 Compared with Three and Nine Months Ended September 30, 2022 March 31, 2023

Our consolidated revenue for the third first quarter of 2023 2024 increased 1.7% 5.8% to \$2.0 billion, compared with the same quarter in 2022. Our consolidated revenue for the first nine months of 2023 decreased 1.4% to \$5.8 billion, compared with the same period in 2022 2023. The increase in revenue in the third first quarter of 2023 2024 compared to the same period in 2022 2023 primarily reflects the dynamics growth in the our North American LTL industry described in the segment results below, partially offset by a decline in fuel surcharge revenue. The decrease in revenue in the first nine months of 2023 compared to the same period in 2022 reflects a decline in fuel surcharge revenue, due primarily to lower diesel

prices segment. Foreign currency movement increased revenue by approximately 2.9 1.0 percentage points in the third quarter of 2023 and by approximately 0.3 percentage points point in the first nine months quarter of 2023, 2024.

Salaries, wages and employee benefits includes compensation-related costs for our employees, including salaries, wages, incentive compensation, healthcare-related costs and payroll taxes, and covers drivers and dockworkers, operations and facility workers and employees in support roles and other positions. Salaries, wages and employee benefits for the third first quarter of 2023 2024 was \$809 million \$834 million, or 40.9% 41.3% of revenue, compared with \$739 million \$762 million, or 38.0% of revenue, for the same quarter in 2022. Salaries, wages and employee benefits for the first nine months of 2023 was \$2.4 billion, or 40.6% of revenue, compared with \$2.2 billion, or 37.6% 40.0% of revenue, for the same period in 2022, 2023. The year-over-year increase as a percentage of revenue in both periods primarily reflects the impact of higher incentive compensation related to our operating performance, inflation on our cost base, foreign currency impacts, and the insourcing of a greater proportion of linehaul from third-party transportation providers, partially offset by improvements and higher incentive compensation related to our operating performance. The increase in productivity, salaries, wages and employee benefits also reflects higher volumes in both of our segments.

Purchased transportation includes costs of procuring third-party freight transportation. Purchased transportation for the third first quarter of 2023 2024 was \$437 million \$438 million, or 22.1% 21.7% of revenue, compared with \$480 million \$457 million, or 24.7% of revenue, for the same quarter in 2022. Purchased transportation for the first nine months of 2023 was \$1.3 billion, or 23.1% of revenue, compared with \$1.5 billion, or 25.7% 24.0% of revenue, for the same period in 2022, 2023. The year-over-year decrease as a percentage of revenue in both periods primarily reflects lower rates paid to third-party providers for purchased transportation miles and the insourcing of a greater proportion of linehaul from third-party transportation providers, providers and lower rates paid to third-party providers for purchased transportation miles.

Fuel, operating expenses and supplies includes the cost of fuel purchased for use in our vehicles as well as related taxes, maintenance and lease costs for our equipment, including tractors and trailers, costs related to operating our owned and leased facilities, bad debt expense, third-party professional fees, information technology expenses and supplies expense. Fuel, operating expenses and supplies for the third first quarter of 2023 2024 was \$406 million \$413 million, or 20.5% of revenue, compared with \$425 million \$427 million, or 21.8% of revenue, for the same quarter in 2022. Fuel, operating expenses and supplies for the first nine months of 2023 was \$1.2 billion, or 21.1% of revenue, compared with \$1.3 billion, or 21.7% 22.4% of revenue, for the same period in 2022, 2023. The year-over-year decrease in both periods primarily reflects lower fuel costs and temporary labor costs, as well as lower purchased services during the nine-month period, partially offset by higher lease and facility costs, bad debt expense.

Operating taxes and licenses includes tax expenses related to our vehicles and our owned and leased facilities as well as license expenses to operate our vehicles. Operating taxes and licenses for the third first quarter of 2023 2024 was \$15 million \$19 million, compared with \$15 million for the same quarter in 2022. Operating taxes and licenses for the first nine months of 2023 was \$45 million, compared with \$44 million for the same period in 2022, 2023. The year-over-year increase primarily reflects property taxes on newly acquired service centers and lower tax incentives in Illinois.

Insurance and claims includes costs related to vehicular and cargo claims for both purchased insurance and self-insurance programs. Insurance and claims for the third first quarter of 2023 2024 was \$39 million \$38 million, compared with \$41 million for the same quarter in 2022. Insurance and claims for the first nine months of 2023 was \$129 million, compared with \$145 million \$44 million for the same period in 2022, 2023. The year-over-year decrease in both periods reflects lower expense due to improved operating performance related to damaged shipments, shipments, partially offset by higher vehicular claims.

Gains on sales of property and equipment for the first quarter of 2024 was \$2 million, compared with \$3 million for the same period in 2023.

Depreciation and amortization expense for the third first quarter of 2023 2024 was \$110 million \$117 million, compared with \$99 million for the same quarter in 2022. Depreciation and amortization expense for the first nine months of 2023 was \$318 million, compared with \$289 million \$101 million for the same period in 2022, 2023. The year-over-year increase in both periods reflects the impact of capital investments, in particular tractors and trailers.

Transaction and integration costs for the third first quarter of 2023 2024 were \$8 million \$14 million, compared with \$2 million \$22 million for the same quarter period in 2022, 2023. Transaction and integration costs for the first nine months quarter of 2023 were \$47 million, compared with \$16 million for the same period in 2022. Transaction 2024 and integration costs for the third quarter and first nine months of 2023 are primarily comprised of stock-based compensation and retention awards for certain employees related to strategic initiatives. Transaction and integration costs for the third quarter and first nine months of 2022 are primarily comprised of third-party professional fees related to strategic initiatives as well as retention awards paid to certain employees. We expect to incur additional transaction and integration stock-based compensation costs related to stock-based compensation our previously announced strategic initiatives to conclude in 2023 and 2024.

Restructuring costs for the **third first quarter of 2023** were **\$1 million**, compared with **\$7 million** for the same quarter in 2022. Restructuring costs for the first nine months of 2023 were **\$35 million**, compared with **\$15 million** for the same period in **2022, 2023**. 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. **infrastructure**. For more information, see Note 5—4—Restructuring Charges to our Condensed Consolidated Financial Statements.

Other income **primarily consists of pension income**. Other income for the **third first quarter of 2023** was **\$4 million**, compared with **\$15 million** for the same quarter period in **2022, 2023**. The year-over-year increase reflects **\$3 million** in investment income and a **\$2 million** increase in net periodic pension income.

Interest expense increased to **\$58 million** for the first nine months quarter of 2023 was **\$12 million**, compared with **\$42 million** for the same period in **2022, 2023**. The year-over-year decrease in both periods reflects lower net periodic pension income in 2023 primarily due to a rise in interest rates and a lower expected return on plan assets.

Debt extinguishment loss was **\$23 million** for the first nine months of 2023, compared with **\$26 million** for the same period in 2022. There was no debt extinguishment loss in the third quarter of 2023 and 2022. In the second quarter of 2023, we refinanced our Existing Term Loan Facility (as defined below) and wrote-off **\$12 million** of debt issuance costs related to debt extinguished. Additionally, in the second quarter of 2023, we expensed **\$11 million** of new debt issuance costs related to the portion of the New Term Loan Facility and Senior Notes (both as defined below) accounted for as a modification. In the second quarter of 2022, we redeemed a portion of our outstanding 6.25% senior notes due 2025 ("Senior Notes due 2025") and wrote-off related debt issuance costs.

Interest expense increased to **\$41 million** for the third quarter of 2023 from **\$35 million** for the third quarter of 2022. Interest expense increased to **\$126 million** for the first nine months of 2023 from **\$103 million** for the first nine months of 2022. The increase in both periods is primarily due to the debt issuance in the fourth quarter of 2023 to finance the Yellow Asset Acquisition and higher prevailing interest rates partially offset by the impact of the retirement of **\$1.1 billion** of our Senior Notes due 2025 in 2022 as well as higher interest income. 2024.

Our effective income tax rates were **27.0% 25.2%** and **22.5%** for the third quarter of 2023 and 2022, respectively, and **26.4%** and **23.0% 18.3%** for the first nine months quarter of **2023, 2024** and **2022, 2023**, respectively. The effective tax rates for the **third first quarter of 2024** and nine-month periods of 2023 and 2022 were based on forecasted full-year effective tax rates, adjusted for discrete items that occurred within the periods presented. The increase in our effective income tax rate for the **third first quarter of 2023, 2024** compared to the same quarter of 2022 period in 2023 was primarily driven by higher pre-tax book income which reduced the impact of discrete tax items. In the first quarter of 2024, the effective tax rate was impacted by losses for which no tax benefit can be recognized and forecasted non-deductible executive compensation expense, partially offset by a discrete tax benefit of **\$1 million** from return to provision adjustments. The primary items impacting stock-based compensation. In the first quarter of 2023, the effective tax rate for the third quarter was impacted by **\$2 million** of 2022 were discrete tax benefits of **\$1 million** from revaluing deferred state taxes, and **\$1 million** from state tax initiatives.

The increase in our effective income tax rate for the first nine months of 2023 compared to the same period in 2022 was primarily driven partially offset by forecasted non-deductible executive compensation expense as well as tax expense of **\$1 million** from uncertain tax positions, partially offset by tax benefits of **\$3 million** from revaluing deferred state taxes and **\$2 million** from return to provision adjustments. The primary items impacting the effective tax rate for the first nine months of 2022 were tax benefits of **\$3 million** from stock-based compensation, **\$1 million** from revaluing deferred state taxes and **\$1 million** from state tax initiatives. expense.

## Segment Financial Results

Our chief operating decision maker ("CODM") regularly reviews financial information at the operating segment level to allocate resources to the segments and to assess their performance. Our CODM evaluates segment profit (loss) based on adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"), which we define as income from continuing operations before debt extinguishment loss, interest expense, income tax, depreciation and amortization expense, transaction and integration costs, restructuring costs and other adjustments. Segment Adjusted EBITDA has historically reflected includes an allocation of corporate costs. In the first quarter of 2023, we began allocating incremental corporate costs from Corporate to North American LTL. Prior periods have been recast to reflect these incremental allocations, which approximate \$80 million annually. See Note 3—2—Segment Reporting to our Condensed Consolidated Financial Statements for further information and a reconciliation of Adjusted EBITDA to Income from continuing operations.

## North American Less-Than-Truckload Segment

	Three Months Ended September 30,			Nine Months Ended September 30,			Percent of Revenue Change	
	Revenue	Percent of Revenue Change	Ended September 30,	Revenue	Percent of Revenue Change	Ended September 30,		
Three Months Ended March 31,								
Three Months Ended March 31,								
Three Months Ended March 31,								
(Dollars in millions)	(Dollars in millions)	2023	2022	2023	2022	2023	2022	
vs. vs.								
Revenue	Revenue	\$1,228	\$1,205	100.0 %	100.0 %	1.9 %	\$3,484	
Adjusted EBITDA	Adjusted EBITDA	241	240	19.6 %	19.9 %	0.4 %	631	
Depreciation and amortization	Depreciation and amortization	75	60	6.1 %	5.0 %	25.0 %	214	
		2023	2022	2023	2022	2023	2022	
		vs.	vs.	vs.	vs.	vs.	vs.	
		2024	2023	2024	2023	2024	2023	
		\$1,221	\$1,120	100.0 %	100.0 %	100.0 %	100.0 %	
		255	182	182	20.9	20.9 %	16.3 %	
		82	68	68	6.7	6.7 %	6.1 %	

Revenue in our North American LTL segment increased 1.9% 9.0% to \$1.23 billion for the third quarter of 2023, compared with \$1.21 billion for the same quarter in 2022. Revenue decreased 1.9% to \$3.48 billion \$1.2 billion for the first nine months quarter of 2023, 2024, compared with \$3.55 billion \$1.1 billion for the same period in 2022, 2023. Revenue included fuel surcharge revenue of \$223 million \$210 million and \$274 million, respectively, for the third quarters of 2023 and 2022, and \$636 million and \$772 million \$217 million, respectively, for the first nine months quarters of 2023, 2024 and 2022, 2023. The decrease in fuel surcharge revenue for both periods was primarily driven by lower diesel prices.

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

	Three Months Ended September 30,			Nine Months Ended September 30,			Change	
			Change			Change		
	2023	2022	%	2023	2022	%		
Three Months Ended March 31,								
Three Months Ended March 31,								
Three Months Ended March 31,								
Pounds per day (thousands)	Pounds per day (thousands)	72,257	70,063	3.1 %	70,465	70,854	(0.5) % (thousands)	
Shipments per day	Shipments per day	53,637	49,744	7.8 %	51,303	49,459	3.7 %	
Shipments per day	Shipments per day							
Average weight per shipment (in pounds)	Average weight per shipment (in pounds)							
Average weight per shipment (in pounds)	Average weight per shipment (in pounds)	1,347	1,408	(4.3) %	1,374	1,433	(4.1) %	
Gross revenue per hundredweight, excluding fuel surcharges	Gross revenue per hundredweight, excluding fuel surcharges	\$ 22.81	\$ 21.43	6.4 %	\$ 21.84	\$ 21.18	3.1 %	
		2024			2023		%	
		70,709			68,889		2.6	
		51,392			49,107		4.7	

Gross revenue per hundredweight, excluding fuel surcharges	\$23.13	\$ 21.06	9.8	%
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The year-over-year increase in revenue, excluding fuel surcharge revenue, in the **third** first quarter of **2023** **2024** reflects higher volume and gross revenue per hundredweight, primarily related to our improvements in service quality and investments in capacity, as well as the impact of a competitor ceasing operations during the **third** quarter of **2023**. capacity. The increase in volume per day for the **third** first quarter of **2023** **2024** reflects higher shipments per day, partially offset by lower average weight per shipment. The increase in yield in the **third** first quarter of **2023** **2024** reflects the benefit of numerous pricing initiatives underway. We expect to further accelerate yield growth in the fourth quarter.

The year-over-year increase in revenue, excluding fuel surcharge revenue, for the first nine months of 2023 reflects higher gross revenue per hundredweight partially offset by slightly lower volume. The decline in volume per day for the first nine months of 2023 reflects lower average weight per shipment, partially offset by higher shipments per day. initiatives.

In the month of **October 2023** **April 2024** weight per day increased **2.5%** **3.1%**, as compared with **October 2022**, **April 2023**, attributable to a year-over-year increase of **6.0%** **4.7%** in shipments per day and a decrease of **3.5%** **1.5%** in weight per shipment. These **October 2023** North American LTL segment **April 2024** operating metrics are preliminary and actual results may vary.

Adjusted EBITDA was **\$241 million** **\$255 million**, or **19.6%** of revenue, for the third quarter of 2023, compared with **\$240 million**, or **19.9%** of revenue, for the same quarter in 2022. Adjusted EBITDA was **\$631 million**, or **18.1%** **20.9%** of revenue, for the first nine months quarter of **2023**, **2024**, compared with **\$700 million** **\$182 million**, or **19.7%** **16.3%** of revenue, for the same period in **2022**, **2023**. The decrease increase in Adjusted EBITDA as a percentage of revenue in both the third quarter and first nine months of 2023 reflected lower fuel surcharge revenue, higher salaries, wages and employee benefits primarily due to higher incentive compensation and cost inflation, and, to a lesser extent, lower pension income. These items were partially offset by reflects higher revenue, excluding fuel surcharge revenue, driven by the pricing and volume dynamics explained above, improvements

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in productivity, lower purchased transportation, primarily due to lower rates paid to third-party providers for purchased transportation miles bad debt expense, and the insourcing of a greater proportion of linehaul from third-party transportation providers, lower damage claims. These items were partially offset by higher salaries, wages and employee benefits and lower fuel costs, and lower insurance and claims due to improved service, surcharge revenue.

Depreciation and amortization expense increased to **\$75 million** in the third quarter of 2023 compared with **\$60 million** for the same quarter in 2022. Depreciation and amortization expense increased to **\$214 million** **\$82 million** in the first nine months quarter of **2023** **2024** compared with **\$175 million** **\$68 million** for the same period in **2022**, **2023**. The increase in both the third quarter and first nine months of 2023 was due to the impact of capital investments, in particular tractors and trailers.

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#### European Transportation Segment

September 30,	Three Months Ended		Nine Months Ended		
	Revenue	Percent of Change	September 30,	Revenue	Percent of Change
Three Months Ended March 31,					

Three Months Ended March 31,										Percent of Revenue Change	
Three Months Ended March 31,											
(Dollars in millions)	(Dollars in millions)	2023 vs. 2022					2023 vs. 2022				
		2023	2022	2023	2022	vs.	2023	2022	2023	2022	(Dollars in millions)
Revenue	Revenue	\$752	\$741	100.0 %	100.0 %	1.5 %	\$2,320	\$2,335	100.0 %	100.0 %	(0.6) % Revenue
Adjusted EBITDA	Adjusted EBITDA	44	43	5.8 %	5.9 %	2.3 %	127	130	5.5 %	5.6 %	(2.3) % Adjusted EBITDA
Depreciation and amortization	Depreciation and amortization	35	31	4.7 %	4.2 %	12.9 %	100	96	4.3 %	4.1 %	4.2 % Depreciation and amortization

2024 vs. 2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023
\$797	\$787	100.0	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %	1.3 %	1.3 %
38	37	37	4.8	4.8 %	4.7 %	2.7 %	4.3	4.3 %	4.1 %	6.3 %
34	32	32	4.3	4.3 %	4.1 %	6.3 %				

Revenue in our European Transportation segment increased **1.5%** **1.3%** to \$752 million for the third quarter of 2023, compared with \$741 million for the same quarter in 2022. Revenue decreased 0.6% to \$2.32 billion **\$797 million** for the first nine months quarter of **2023, 2024**, compared with **\$2.34 billion** **\$787 million** for the same period in **2022, 2023**. Foreign currency movement increased revenue by approximately 7.6 percentage points in the third quarter of 2023 and by approximately 0.9 2.5 percentage points in the first nine months of 2023. The decrease in revenue for the third quarter of 2023 and 2024. Revenue was essentially flat during the first nine months quarter of **2023, 2024**, compared to the same periods period in **2022, 2023**, after taking into effect the impact of foreign currency movement, primarily reflects lower volumes in a soft industry environment for freight transportation movement.

Adjusted EBITDA was **\$44 million** **\$38 million**, or 5.8% of revenue, for the third quarter of 2023, compared with \$43 million, or 5.9% of revenue, for the same quarter in 2022. Adjusted EBITDA was \$127 million, or 5.5% 4.8% of revenue, for the first nine months quarter of **2023, 2024**, compared with **\$130 million** **\$37 million**, or **5.6%** **4.7%** of revenue, for the same period in 2022. The change in Adjusted EBITDA in both periods was primarily driven by the decrease in revenue after taking into effect the impact of foreign currency movement, described above, higher salaries, wages and employee benefits due to the impact of cost inflation and foreign currency impacts, and higher lease and facility costs. These items were partially offset by lower purchased transportation, fuel and temporary labor costs. **2023**.

#### Liquidity and Capital Resources

Our cash and cash equivalents balance was **\$355 million** **\$229 million** as of **September 30, 2023** **March 31, 2024**, compared to **\$460 million** **\$412 million** as of **December 31, 2022** **December 31, 2023**. Our principal existing sources of cash are: (i) cash generated from operations; (ii) borrowings available under our Second Amended and Restated Revolving Loan Credit Agreement, as amended (the "ABL Facility"); and (iii) proceeds from the issuance of other debt; and (iv) proceeds from divestiture activities. As of **September 30, 2023** **March 31, 2024**, we have **\$589 million** **\$564 million** available to draw under our ABL Facility, based on a borrowing base of **\$590 million** **\$565 million** and outstanding letters of credit of less than \$1 million. Additionally, we have a \$200 million uncommitted secured evergreen letter of credit facility, under which we had issued **\$139 million** **\$138 million** in aggregate face amount of letters of credit as of **September 30, 2023** **March 31, 2024**.

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

As of **September 30, 2023** **March 31, 2024**, we had approximately **\$944 million** **\$793 million** of total liquidity. We continually evaluate our liquidity requirements in light of our operating needs, growth initiatives and capital resources. We believe that our existing liquidity and sources of capital are sufficient to support our operations over the next 12 months.

#### Trade Receivables Securitization and Factoring Programs

We sell certain of our trade accounts receivable on a non-recourse basis to third-party financial institutions under factoring agreements. We also sell trade accounts receivable under a securitization program for our European

transportation business. We use trade receivables securitization and factoring programs to help manage our cash flows and offset the impact of extended payment terms for some of our customers. For more information, see Note 1—Organization, Description of Business and Basis of Presentation to our Condensed Consolidated Financial Statements.

The maximum amount of net cash proceeds available at any one time under our securitization program, inclusive of any unsecured borrowings, is €200 million (approximately **\$211 million** **\$216 million** as of **September 30, 2023** **March 31, 2024**). As of **September 30, 2023** **March 31, 2024**, €15 million (approximately **\$16 million**) was the maximum amount available under the program. program was utilized. Under the securitization program, we service the receivables we sell on behalf of the purchasers. The program expires in July 2026.

#### Term Loan Facility

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

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

The New Term Loan Facility will bear interest at a rate per annum equal to, at our option, either (a) a Term Secured Overnight Financing ("SOFR") rate (subject to a 0.00% floor) or (b) a base rate (subject to a 0.00% floor), in each case, plus an applicable margin of 2.00% for Term SOFR loans or 1.00% for base rate loans. The interest rate was term loan facility approximated 7.32% as of **September 30, 2023** **March 31, 2024**.

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

#### Senior Notes Due 2028 and 2031

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

#### Senior Notes Due 2025

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

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

#### Loan Covenants and Compliance

As of **September 30, 2023** **March 31, 2024**, we were in compliance with the covenants and other provisions of our debt agreements. Any failure to comply with any material provision or covenant of these agreements could have a material adverse effect on our liquidity and operations.

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#### Sources and Uses of Cash

		Nine Months Ended September 30,		Three Months Ended March 31,	
(In millions)	(In millions)	2023	2022	(In millions)	2024
Net cash provided by operating activities from continuing operations	Net cash provided by operating activities from continuing operations	\$443	\$628		

Net cash used in investing activities from continuing operations	Net cash used in investing activities from continuing operations	(473)	(315)
Net cash used in financing activities from continuing operations	Net cash used in financing activities from continuing operations	(72)	(706)

During the **nine** three months ended September 30, 2023, we: (i) generated cash from operating activities from continuing operations of \$443 million; and (ii) received net proceeds of \$2.0 billion from the issuance of debt. We used cash during this period primarily to: (i) purchase property and equipment of \$494 million; and (ii) repay our Existing Term Loan Facility for \$2.0 billion.

During the **nine** months ended September 30, 2022 **March 31, 2024**, we generated cash from operating activities from continuing operations of \$628 million \$145 million. We used cash during the period primarily to: (i) purchase property and equipment of \$306 million; (ii) make payments on debt and finance leases of \$21 million; and (iii) make payments of \$15 million related to tax withholding obligations in connection with the vesting of restricted shares.

During the **three** months ended March 31, 2023, we generated cash from operating activities from continuing operations of \$76 million. We used cash during this period primarily to: (i) purchase property and equipment of \$354 million \$224 million; (ii) make payments on debt and finance leases of \$16 million; and (ii) redeem a portion (iii) make payments of our Senior Notes due 2025 for \$651 million. \$12 million related to tax withholding obligations in connection with the vesting of restricted shares.

Cash flows from operating activities from continuing operations for the **nine** three months ended September 30, 2023 decreased March 31, 2024 increased by \$185 million \$69 million, compared with the same period in 2022, 2023. The decrease reflects increase primarily reflects: (i) higher income from continuing operations of \$50 million and (ii) the impact of operating assets and liabilities utilizing \$133 million \$68 million of cash in the first **nine** three months of 2023, 2024, compared with generating \$13 million utilizing \$79 million during the same period in 2022, primarily driven by timing of payments and lower sequential increase in revenues, and \$86 million of lower income from continuing operations for the **nine** months ended September 30, 2023, compared with the same period in 2022, 2023.

Investing activities from continuing operations used \$473 million \$299 million of cash in the **nine** three months ended September 30, 2023 March 31, 2024 and \$315 million \$216 million of cash in the **nine** three months ended September 30, 2022 March 31, 2023. During the **nine** three months ended September 30, 2023 March 31, 2024, we used \$494 million \$306 million to purchase property and equipment, as compared to a \$354 million \$224 million usage of cash in the same period in 2022, 2023. The increase reflects our continued investment primarily in tractors and trailers, to support our long-term growth targets.

Financing activities from continuing operations used \$72 million \$29 million of cash in the **nine** three months ended September 30, 2023 March 31, 2024 and \$706 million \$10 million of cash in the **nine** three months ended September 30, 2022 March 31, 2023. The primary uses of cash from financing activities in each of the first **nine** three months of 2024 and 2023 were \$21 million and 2022 were \$2.0 billion and \$651 million \$16 million, respectively, used to repay our Existing Term Loan Facility borrowings, primarily related to finance lease obligations, and redeem a portion of our Senior Notes due 2025. \$15 million and \$12 million, respectively, to make payments for tax withholdings on restricted shares. The primary source of cash from financing activities during the first **nine** three months of 2023 2024 was \$2.0 billion \$11 million of net proceeds from bank overdrafts, as compared to \$19 million in the issuance same period of debt.

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

There were no other material changes to our December 31, 2022 December 31, 2023 contractual obligations during the **nine** three months ended September 30, 2023 March 31, 2024. We anticipate full year gross capital expenditures to be between \$675 \$700 million and \$725 \$800 million in 2023, 2024, funded by cash on hand and available liquidity.

#### New Accounting Standards

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

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

We are exposed to market risk related to changes in interest rates, foreign currency exchange rates and commodity prices. As a result of the debt transactions that occurred during the second quarter of 2023, exposure to changes in interest rates on our term loan facility and fixed rate debt are as follows:

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

**Fixed Rate Debt.** As of September 30, 2023, we had \$1.6 billion of fair value of indebtedness (excluding finance leases and asset financings) that bears interest at fixed rates. A 1% decrease in market interest rates as of September 30, 2023 would increase the fair value of our fixed-rate indebtedness by approximately 5%. For additional information concerning our debt, see Note 7—Debt to our Condensed Consolidated Financial Statements.

There have been no other material changes to our quantitative and qualitative disclosures about market risk related to our continuing operations during the nine three months ended September 30, 2023 March 31, 2024, as compared with the quantitative and qualitative disclosures about market risk described in our 2022 2023 Form 10-K.

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

##### **Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended, as of September 30, 2023 March 31, 2024. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of September 30, 2023 March 31, 2024, such that the information required to be included in our Securities and Exchange Commission ("SEC") reports is: (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to the Company, including our consolidated subsidiaries; and (ii) accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

##### **Changes in Internal Control Over Financial Reporting**

There have not been any changes in our internal control over financial reporting during the quarter ended September 30, 2023 March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Part II—Other Information**

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

For information related to our legal proceedings, refer to "Legal Proceedings" in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023 and Note 9—8—Commitments and Contingencies of Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q.

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

There are no material changes to the risk factors previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023.

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

None.

##### **Item 3. Defaults Upon Senior Securities.**

None.

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

Not applicable.

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

XPO, Inc. Profit-Sharing Cash Incentive Plan and Profit-Sharing Cash Incentive Plan Award Agreement None.

On October 26, 2023, the Company's Compensation and Human Capital Committee (the "Committee") approved and adopted the XPO, Inc. Profit-Sharing Cash Incentive Plan (the "Plan") and a form of Profit-Sharing Cash Incentive Plan Award Agreement (the "Award Agreement"). The Plan became effective on October

26, 2023, and permits eligible employees to earn awards in the form of cash-based incentive payments based upon the attainment of pre-established, objective performance goals relating to the performance of the Company. The Plan shall be administered by the Committee or its duly authorized delegate.

Currently, the only employee receiving awards under the Plan is the Company's Chief Operating Officer, David Bates.

This summary is not intended to be complete and is qualified in its entirety by reference to the Plan and Form of Award Agreement, copies of which are attached hereto as Exhibit 10.9 and 10.10, respectively, and are incorporated herein by reference. Award will be paid, levels of performance at which specified percentages of the award will be paid and may also include a maximum level of performance above which no additional award amount will be paid. Employees of the Company who the Committee designates from time to time as eligible and who are actively employed by the Company, both on the last day of the performance period and on the date that a Plan award is scheduled to be paid, are eligible to participate in the Plan. Any compensation payable to a participant under the Plan will be subject to any recoupment, "clawback" or similar Company policy or arrangement.<sup>23</sup>

#### Item 6. Exhibits.

Exhibit Number	Description
3.1	<a href="#">4th Amended and Restated Bylaws of the registrant, dated February 5, 2024 (incorporated herein by reference to Exhibit 3.8 to the registrant's Annual Report on Form 10-K filed with the SEC on February 8, 2024).</a>
10.1+* 10.1 +	<a href="#">Form of Restricted Stock Unit Award Agreement for Non-Employee Directors (2016 Omnibus Incentive Compensation Plan) (incorporated herein by reference to Exhibit 10.29 to the registrant's Annual Report on Form 10-K filed with the SEC on February 8, 2024).</a>
10.2 +*	<a href="#">Form of Restricted Stock Unit Award Agreement for executive chairman and CEO (2016 Omnibus Incentive Compensation Plan).</a>
10.3 +*	<a href="#">Form of Restricted Stock Unit Award Agreement (2016 Omnibus Incentive Compensation Plan).</a>
10.2+* 10.4 +*	<a href="#">Form of Performance-Based Restricted Stock Unit Award Agreement dated April 21, 2023, between the registrant for executive chairman and David Bates CEO (2016 Omnibus Incentive Compensation Plan).</a>
10.3+* 10.5 +*	<a href="#">Form of Performance-Based Restricted Stock Unit Award Agreement dated April 21, 2023, between the registrant and David Bates (2016 Omnibus Incentive Compensation Plan).</a>
10.4+	<a href="#">Offer Letter, dated July 19, 2023, between the registrant and Kyle Wismans (incorporated herein by reference to Exhibit 10.4 to the registrant's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2023).</a>
10.5+	<a href="#">Change in Control and Severance Agreement, dated July 19, 2023, between the registrant and Kyle Wismans (incorporated herein by reference to Exhibit 10.5 to the registrant's Quarterly Report on Form 10-Q filed with the SEC on August 4, 2023).</a>
10.6+*	<a href="#">Promotion Restricted Stock Unit Award Agreement, dated August 15, 2023, between the registrant and Kyle Wismans (2016 Omnibus Incentive Compensation Plan).</a>
10.7+*	<a href="#">Performance-Based Restricted Stock Unit Award Agreement, dated August 15, 2023, between the registrant and Kyle Wismans (2016 Omnibus Incentive Compensation Plan).</a>

Exhibit Number	Description
10.8+*	<a href="#">XPO, Inc. Clawback Policy, effective as of October 2, 2023.</a>
10.9+*	<a href="#">XPO, Inc. Profit Sharing Incentive Plan, effective as of October 26, 2023.</a>
10.10+*	<a href="#">Form of XPO, Inc. Profit Sharing Incentive Plan Award Agreement.</a>
31.1*	<a href="#">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 March 31 30, 2023, 2024.</a>
31.2*	<a href="#">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 March 31 30, 2023, 2024.</a>
32.1**	<a href="#">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 March 31 30, 2023, 2024.</a>
32.2**	<a href="#">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 March 31 30, 2023, 2024.</a>
101.INS *	<i>XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.</i>
101.SCH *	<i>XBRL Taxonomy Extension Schema.</i>
101.CAL *	<i>XBRL Taxonomy Extension Calculation Linkbase.</i>
101.DEF *	<i>XBRL Taxonomy Extension Definition Linkbase.</i>
101.LAB *	<i>XBRL Taxonomy Extension Label Linkbase.</i>
101.PRE *	<i>XBRL Taxonomy Extension Presentation Linkbase.</i>
104 *	<i>Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).</i>
* Filed herewith.	
** Furnished herewith.	
+ This exhibit is a management contract or compensatory plan or arrangement.	

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#### SIGNATURES

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

XPO, INC.

By:	<u>/s/ Mario Harik</u>
	Mario Harik
	Chief Executive Officer
	(Principal Executive Officer)
By:	<u>/s/ Kyle Wismans</u>
	Kyle Wismans
	Chief Financial Officer
	(Principal Financial Officer)

RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC.  
2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of **###GRANT\_DATE###** **###GRANT\_DATE###**, (the "Grant Date"),  
between  
XPO, INC., a Delaware corporation (the "Company" or "XPO"), and **###PARTICIPANT\_NAME###**

This Restricted Stock Unit Award Agreement including any additional terms and conditions for your country set forth in the appendix attached thereto (the "Appendix", together with this Restricted Stock Unit Award Agreement, this (this "Award Agreement") sets forth the terms and conditions of an award of restricted stock units equal to **###TOTAL\_AWARDS###** 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, as amended (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 121<sup>st</sup> 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, 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. 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:

"**Board**" shall mean the Board of Directors of the Company.

"**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**" means: (i) your dereliction of duties or gross negligence or failure shall have the meaning given to perform your duties or refusal to follow any lawful directive of the officer to whom you report; (ii) your abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects your performance of duties for the Company; (iii) your commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) your breach of any fiduciary duties to the Company or any agreement with the Company; (v) any act, or failure to act, by you in bad faith to the detriment of the Company; (vi) your failure to provide the Company with at least 30 days' advanced written notice of your intention to resign; (vii) your 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 your cooperation; (viii) your failure to follow Company policies, including the Company's code of conduct and/or ethics policy, as may be in effect from time to time, and (ix) your conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that in cases where cure is possible, you shall first be provided a 15-day cure period. If, subsequent to your termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Chief Executive Officer of the Company that your employment could have been terminated by the Company for Cause, your employment shall, at the election of the Chief Executive Officer of the Company at any time up to two years after your termination of employment but in no event more than six months after the Chief Executive Officer of the Company 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.

Change of Control" means:

(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 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 your Employment Agreement or, if there is no Employment Agreement in Rule 13d-3 under the Exchange Act (or a successor rule thereto)) 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 Stockholders) 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 your termination, the execution of the definitive agreement providing for meaning given to such Reorganization or, term 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 paragraph (ii) above that does not otherwise constitute a Change of 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 of 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 pledge

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 or Sale that does not constitute a Change of Control for purposes of subparagraph (ii) above of this definition. Plan.

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

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

"Disability" shall have the meaning set forth in your Employment 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 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.

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

"Separation from Service" means, at such time you cease to be both an employee of the Company and cease to serve on the Board as a non-employee director.

"Settlement Date" means the tenth (10th) day on, or as soon as reasonably practicable (and in any event no later than ten (10) calendar days) following the date, if Determination Date; provided that with respect to any portion of the Award that becomes vested on which the RSUs vest your termination of employment pursuant to Section 3.3(b) or a Change of Control pursuant to Section 3(c), the Settlement Date shall mean the effective date of such termination of employment or Change of Control.

"Termination Without Cause as a Non-Employee Director" means, at any time after you cease to be an employee of the Company but continue to serve on the Board as a non-employee director, your cessation of service on the Board, if (i) you are removed from the Board without Cause or (ii) you are not nominated for election to the Board despite your willingness to continue to serve as a non-employee director, or (iii) you are nominated for election but not re-elected to the Board.

### SECTION 3. Vesting and Settlement. Settlement.

(a) Regularly Scheduled Settlement. Vesting. Except as otherwise provided in this Award Agreement, you will vest in the number of RSUs that corresponds to such Vesting Date, as specified in the table below, subject to contingent upon your continued employment through each such Vesting Date (except as otherwise provided in Sections 3(b)(i) and 3(b)(ii)).

###VEST\_SCHEDULE\_TABLE###

(a) (b) Termination of Employment Separation from Service. Notwithstanding anything to the contrary in this Award Agreement or the Plan: Plan to the contrary but subject to Section 3(c), all

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unvested RSUs will be forfeited upon your Separation from Service for any reason prior to the Vesting Date, except that:

(i) if your employment terminates Separation from Service occurs by reason of your death, all outstanding death[, an involuntary termination by the Company without Cause, you incur a Termination Without Cause as a Non-Employee Director or you resign pursuant to clause (i) or clause (ii) of the definition of Good Reason set forth in your Employment Agreement] prior to the Vesting Date, then 100% of the RSUs shall vest in full immediately; and

(ii) if your employment is terminated by the Company for Separation from Service occurs as a result of your [Disability]<sup>1</sup> [Termination Without Cause or if you resign for any reason, all unvested RSUs shall be immediately forfeited; as a Non-Employee Director

if your employment terminates for any reason not described in clauses (i) or (ii)<sup>2</sup>, (A) you shall vest in a number of RSUs, solely with respect to the RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination, equal to the product of (x) the number of such RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination and (y) a fraction, the numerator of which is the number of days from the Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date but prior to the first Vesting Date, the Grant Date) through the date of termination of your employment and the denominator of which is the number of days from the Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date but prior to the first Vesting Date, the Grant Date) through the Vesting Date immediately following the date of termination, and (B) the remainder of the RSUs shall be forfeited.

(b) Change of Control. In the event that your employment is terminated by the Company without Cause or by you for Good Reason at any time following a Change of Control, all outstanding RSUs shall vest in full immediately.

(c) Settlement of RSU Award. On the 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 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 shall make such demand that you forfeit or remit any such amount no 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 includable 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.

(a) 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).

(b) 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.

(a) 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.

(b) 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, cancellation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

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

(a) 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.

(b) 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 Regulation Section 1.409A-2(b)(2)(iii).

(c) 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.** 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.** Condition of Grant. By accepting this Award, you acknowledge and agree that the terms of each award, if any, previously granted to you under the Plan and each award, if any, previously granted to you under the XPO Logistics, Inc. Cash Long-Term Incentive Plan (the "Cash LTIP"), in each case, that remains outstanding on the Grant Date (each, a "Prior Award") are hereby amended so that the definition of "Change of Control" applicable to each Prior Award is superseded and replaced in its entirety by the definition of "Change of Control" set forth in this Award Agreement. Accordingly, and notwithstanding anything to the contrary in the Plan, the Cash LTIP, or any award agreement governing any Prior Award, or otherwise, from and after the Grant Date, an event or transactions shall be considered a "Change of Control" with respect to your Prior Awards only if it constitutes a "Change of Control" within the meaning of the definition of such term set forth in this Award Agreement. The grant of this Award is expressly conditioned upon your acknowledgement and agreement to the amendment of the terms of your Prior Awards, if any, as set forth in this Section 19. For the avoidance of doubt, this Section 19 is applicable to you only if you have a Prior Award and does not provide for, or result in, a granting of a Prior Award.

**SECTION 20.** Appendix. Notwithstanding any provisions in this Restricted Stock Unit Award Agreement, the grant of this Award shall be subject to any additional terms and conditions set forth in the Appendix to this Award Agreement for your country. Moreover, if you relocate to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of the Award Agreement.

**SECTION 21.** 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.

The parties have duly executed this Award Agreement as of the date first written above.

XPO, INC.

By

/s/ Josephine Berisha

Josephine Berisha

Chief Human Resources Officer

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Exhibit 10.2

**RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC.  
2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of April 21, 2023 (the "Grant Date"), between  
XPO, INC., a Delaware corporation (the "Company" or "XPO"), and David Bates**

This Restricted Stock Unit Award Agreement, including any additional terms and conditions for your country set forth in the appendix attached thereto (the "Appendix", together with this Restricted Stock Unit Award Agreement, this "Award Agreement") sets forth the terms and conditions of an award of **60,200** 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 121<sup>st</sup> 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, 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"** means: (i) your dereliction of duties or gross negligence or failure to perform your duties or refusal to follow any lawful directive of the officer to whom you report; (ii) your abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects your performance of duties for the Company; (iii) your commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) your breach of any fiduciary duties to the Company or any agreement with the Company; (v) any act, or failure to act, by you in bad faith to the detriment of the Company; (vi) your failure to provide the Company with at least 30 days' advanced written notice of your intention to resign; (vii) your failure to

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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 your cooperation; (viii) your failure to follow Company policies, including the Company's code of conduct and/or ethics policy, as may be in effect from time to time, and (ix) your conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that in cases where cure is possible, you shall first be provided a 15-day cure period. If, subsequent to your termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Chief Executive Officer of the Company that your employment could have been terminated by the Company for Cause, your employment shall, at the election of the Chief Executive Officer of the Company at any time up to two years after your termination of employment but in no event more than six months after the Chief Executive Officer of the Company 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.

**Change of Control**" means:

(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 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 Exchange Act (or a successor rule thereto)) 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 Stockholders) 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 paragraph (ii) above that does not otherwise constitute a Change of 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 of 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 pledge 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 or Sale that does not constitute a Change of Control for purposes of subparagraph (ii) above of this definition.

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

"Employment Agreement" means any individual employment agreement between you and the Company or any of its Subsidiaries.

"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.

(a) **Vesting and Settlement.** (a) **Regularly Scheduled Settlement.** Except as otherwise provided in this Award Agreement, you will vest in the number of RSUs that corresponds to such Vesting Date, as specified in the table below, subject to your continued employment through each such Vesting Date.

Vest Schedule – XPO Share Units (RSU)	
Vest Date	Vest Quantity
4/21/2024	30,100
4/21/2025	30,100
	<b>60,200</b>

(b) **Termination of Employment.** Notwithstanding anything to the contrary in this Award Agreement or the Plan:

(i) if your employment terminates by reason of your death, all outstanding RSUs shall vest in full immediately;

(ii) if your employment is terminated by the Company for Cause or if you resign for any reason, all unvested RSUs shall be immediately forfeited;

if your employment terminates for any reason not described in clauses (i) or (ii), (A) you shall vest in a number of RSUs, solely with respect to the RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination, equal to the product of (x) the number of such RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination and (y) a fraction, the numerator of which is the number of days from the Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date but prior to the first Vesting Date, the Grant Date) through the date of termination of your employment and the denominator of which is the number of days from the Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date but prior to the first Vesting Date, the Grant Date) through the Vesting Date immediately following the date of termination, and (B) the remainder of the RSUs shall be forfeited.

(c) **Change of Control.** In the event that your employment is terminated by the Company without Cause or by you for Good Reason at any time following a Change of Control, all outstanding RSUs shall vest in full immediately.

(d) **Settlement of RSU Award.** On the 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 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 3. 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 shall make such demand that you forfeit or remit any such amount no 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 4. 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 5. 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 6. 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.

(a) **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).

(b) **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 7. 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 8. 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 9. 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.

(a) **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.

(b) **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 10. 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 11.** 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 12.** 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 13.** Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that, except as set forth in Section 15(d) of this Award Agreement, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

**SECTION 14.** 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.

(a) 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.

(b) 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 Regulation Section 1.409A-2(b)(2)(iii).

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

**SECTION 16.** 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 17.** 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.** Condition of Grant. By accepting this Award, you acknowledge and agree that the terms of each award, if any, previously granted to you under the Plan and each award, if any, previously granted to you under the XPO Logistics, Inc. Cash Long-Term Incentive Plan (the "Cash LTIP"), in each case, that remains outstanding on the Grant Date (each, a "Prior Award") are hereby amended so that the definition of "Change of Control" applicable to each Prior Award is superseded and replaced in its entirety by the definition of "Change of Control" set forth in this Award Agreement. Accordingly, and notwithstanding anything to the contrary in the Plan, the Cash LTIP, or any award agreement governing any Prior Award, or otherwise, from and after the Grant Date, an event or transactions shall be considered a "Change of Control" with respect to your Prior Awards only if it constitutes a "Change of Control" within the meaning of the definition of such term set forth in this Award Agreement. The grant of this Award is expressly conditioned upon your acknowledgement and agreement to the amendment of the terms of your Prior Awards, if any, as set forth in this Section 19. For the avoidance of doubt, this Section 19 is applicable to you only if you have a Prior Award and does not provide for, or result in, a granting of a Prior Award.

**SECTION 19.** Appendix. Notwithstanding any provisions in this Restricted Stock Unit Award Agreement, the grant of this Award shall be subject to any additional terms and conditions set forth in the Appendix to this Award Agreement for your country. Moreover, if you relocate to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of the Award Agreement.

**SECTION 20.** 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.

The parties have duly executed this Award Agreement as of the date first written above.

XPO, INC.

/s/ Carolyn Roach

Carolyn Roach

Chief Human Resources Officer

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Exhibit 10.3

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE  
XPO LOGISTICS, INC. 2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of April 21, 2023 (the "Grant Date")  
between XPO, INC., a Delaware corporation (the "Company"), and **David Bates****

This 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 **102,226** performance-based restricted stock units 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.

**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:

**"Board"** shall mean the Board of Directors of the Company.

**"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, with respect to the Performance Period, the date following the completion of such Performance Period on which the Committee certifies the level of achievement of the applicable Performance Goals, which shall be no later than July 10 immediately following the Performance Period.

**"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.

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**"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 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.

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

**"Performance Period"** means the performance period applicable to each performance goal of the Award as set forth in Exhibit A.

**"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 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) or a Change of Control pursuant to Section 3(c), the Settlement Date shall mean the effective date of such termination of employment or Change of Control.

**"Vesting Date"** means **April 21, 2028**.

### **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 during 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)(i) and 3(b)(ii)). 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 Performance Goals.

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

(i) if your employment terminates by reason of your death prior to the Vesting Date, then 100% of the Target Amount of RSUs shall vest immediately; and

(ii) if your employment is involuntarily terminated by the Company without Cause, then you shall vest in a prorated portion of the Target Amount of RSUs, with proration based on a fraction, the numerator of which is the number of days from the Grant Date through the date of your termination of employment and the denominator of which is 1,825 days.

**(c) Change of Control**. Upon a Change of Control that occurs prior to the last Determination Date, if you remain employed at the time of such Change of Control, all

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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 applicable Vesting Dates, or upon your earlier termination of employment by the Company without Cause (and other than due to your disability) or by you for Good Reason. The Earned Amount shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the greater of (A) the Target Amount of RSUs and (B) 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. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan, such RSUs shall vest immediately with the Earned Amount equal to (A) if such Change of Control occurs prior to the Determination Date for such Performance Period, the Target Amount or (B) if such Change of Control occurs on or after the Determination Date for such Performance Period, the amount determined based on the actual level of achievement of the Performance Goals for such Performance Period as certified by the Committee prior to 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.

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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 (i) the Company shall make such demand that you forfeit or remit any such amount no 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~~ [30-day] ~~[15-day]~~ cure period to cease, and to cure, such conduct. This Award Agreement, any Award and any amounts received hereunder, shall be subject to recovery or other penalties pursuant to (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

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 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.

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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 includable 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 ~~leg ended~~ 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

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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, 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

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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

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the event of your noncompliance with the Trade Monitoring Policy, as it may be in effect from time to time.

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

XPO, INC.

/s/ Carolyn Roach

Carolyn Roach

XPO, Inc.

Carolyn

Roach

Chief

Human  
Resources  
Officer

**Exhibit A**

**Details of Award**

Performance Goal	Performance Goal Weighting	Performance Period	Vesting Date
Relative Total Shareholder Return (Index)	100%	April 21, 2023 through April 21, 2028	April 21, 2028

(1) **Performance Goal.** For the applicable Performance Period (as set forth in Exhibit A), the metrics for the Performance Goal shall be the Company's Relative Total Shareholder Return (Index) as set forth below, unless the Committee shall determine in its discretion to reduce, or adjust the underlying elements of, the applicable Performance Goal based on changes in economic circumstances or government-related mandates that impact the Company's financial metrics, changes in the competitive market, or other factors that materially change the relevance of the metric in the performance period. The level of achievement of each Performance Goal shall be measured over the Performance Period.

(2) **Target Performance Goal.** The Performance Goal relating to the Company's stock price performance during the applicable Performance Period relative to the S&P Transportation Select Industry Index for the Performance Period (ranked in the order of lowest to highest TSR), calculated as follows:

Company's Total Shareholder Return Percentile Position vs. Index Companies in the S&P Transportation Select Industry Index	Value Earned as Percentage of Target*
Greater than or equal to 75th percentile	200%
65th percentile	150%
55th percentile	100%
40th percentile	50%
Below 40th percentile	0%

\* Linear interpolation shall be applied between each threshold.

(3) **Determination of Performance Goal Achievement.** Promptly following, and in any event no later than the July 10 immediately after, the completion of the Performance Period, the Committee shall certify the actual level of achievement of the Performance Goal.

(4) Certain Definitions.

a. **"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.

i. **"Beginning Price"** shall mean the average of the closing prices of shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days preceding and inclusive of April 21, 2023. This period would run from March 10, 2023 through April 21, 2023.

ii. **"Ending Price"** shall mean the average of the closing prices of the shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days leading up to and including April 21, 2028. In determining the Ending Price for the Company or a company in the Index, 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.

iii. **"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, Dividends Paid shall relate to dividends of the constituent companies and shall assume that they are reinvested in the constituent companies of the Index.

iii. **"Index"** means the S&P Transportation Select Industry Index. For the avoidance of doubt, only those companies with a Beginning Price and Ending Price shall be included in the Index.

Exhibit 10.610.3

PROMOTION RESTRICTED STOCK UNIT AWARD AGREEMENT  
UNDER THE XPO LOGISTICS, INC.  
2016 OMNIBUS INCENTIVE  
COMPENSATION PLAN, dated as of **August 15, 2023** **GRANT\_DATE**, (the "Grant Date"), between  
between XPO, INC., a Delaware corporation (the "Company" or "XPO"),  
and **Kyle Wismans** **PARTICIPANT\_NAME**

This Promotion Restricted Stock Unit Award Agreement, (this including any additional terms and conditions for your country set forth in the appendix attached thereto (the "Appendix", together with this Restricted Stock Unit Award Agreement, this "Award Agreement") sets forth the terms and conditions of an award of **3,454** **TOTAL\_AWARDS** 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, as amended (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** **120-day** period will result in forfeiture of this Award, effective as of the 121<sup>st</sup> 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.

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**"Cause"** means: (i) your dereliction of duties or gross negligence or failure to perform your duties or refusal to follow any lawful directive of the officer to whom you report; (ii) your abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects your performance of duties for the Company; (iii) your commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company; (iv) your breach of any fiduciary duties to the Company or any agreement with the Company; (v) any act, or failure to act, by you in bad faith to the detriment of the Company; (vi) your failure to provide the Company with at least 30 days' advanced written notice of your intention to resign; (vii) your 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 your cooperation; (viii) your failure to follow Company policies, including the Company's code of conduct and/or ethics policy, as may be in effect from time to time, and (ix) your conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that in cases where cure is possible, you shall first be provided a 15-day cure period. If, subsequent to your termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Chief Executive Officer of the Company that your employment could have been terminated by the meaning given Company for Cause, your employment shall, at the election of the Chief Executive Officer of the Company at any time up to two years after your termination of employment but in no event more than six months after the Chief Executive Officer of the Company 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.

**Change of Control** means:

(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 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 Exchange Act (or a successor rule thereto)) 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 your Employment Agreement Section 13(d) of the Exchange Act) (each, a "Person") (excluding (x) any employee benefit plan (or related trust) sponsored or if there is no Employment Agreement in effect maintained by the Continuing Company or any corporation controlled by the Continuing Company and (y) any one or more Specified Stockholders) 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 your termination, the meaning given to execution of the definitive agreement providing for such term Reorganization or, in the Plan 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 paragraph (ii) above that does not otherwise constitute a Change of 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 of 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 pledge 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 or Sale that does not constitute a Change of Control for purposes of subparagraph (ii) above of this definition.

"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.

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"Good Reason" 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.

"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 fourth anniversary of the Grant Date.

### SECTION 3. Vesting and Settlement.

(a) Regularly Scheduled Vesting Settlement. Except as otherwise provided in this Award Agreement, you will vest in the Award shall vest on the number of RSUs that corresponds to such Vesting Date, as specified in the table below, subject to your continued employment through the each such Vesting Date (except as otherwise provided in Sections 3(b) and 3(c)).

#### ###VEST\_SCHEDULE\_TABLE###

(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: Plan:

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

ii. (ii) Involuntary Not for Cause. If your employment is involuntarily terminated by the Company without for Cause (and other than due to or if you resign for any reason, all unvested RSUs shall be immediately forfeited);

iii. if your Disability) employment terminates for any reason not described in clauses (i) or (ii), prior to the Vesting Date, then (A) you shall vest in a prorated portion number of RSUs, solely with respect to the Award, with proration based RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination, equal to the product of (x) the number of such RSUs scheduled and eligible to vest on the Vesting Date immediately following the date of termination and (y) a fraction, the numerator of which is the number of days from the Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date but prior to the first Vesting Date, the Grant Date) through your the date of termination of your employment and the denominator of which is the total number of days from the period commencing on and including Vesting Date immediately preceding the date of termination (or, if such termination is after the Grant Date and ending on and including but prior to the first Vesting Date, the Grant Date) through the Vesting Date. Any RSUs that are outstanding on Date immediately following the date of your involuntary termination, and (B) the remainder 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) the RSUs shall be forfeited.

(c) Change of Control. Upon a Change of Control In the event 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 is terminated by the Company without Cause (and other than due to your Disability), or (iii) due to your resignation by you for Good Reason. Or, if such RSUs are not replaced in compliance with Section 8(b) Reason at any time following a Change of the Plan the Control, all outstanding RSUs shall vest immediately upon the completion of the Change of Control, in full immediately.

(d) Settlement of RSU Award. If RSUs vest pursuant to On 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 shall make such demand that you forfeit or remit any such amount at any time that is not no 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. This Award Agreement, any Award and any amounts received hereunder, shall be subject to recovery or other penalties pursuant to (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

**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 includable 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, 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 Regulation 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 a 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.** 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.

The parties have duly executed this Award Agreement as of the date first written above.

XPO, Inc.

\_\_\_\_\_  
Carolyn Roach  
Chief Human Resources Officer

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE XPO LOGISTICS, INC.  
2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of **###GRANT\_DATE###** (the "Grant Date") between XPO,  
INC., a Delaware corporation (the "Company"), and **###PARTICIPANT\_NAME###**

This 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###** performance-based 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, as amended (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.

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:

**"Board"** shall mean the Board of Directors of the Company.

**"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, with respect to the Performance Period, the date following the completion of such Performance Period on which the Committee certifies the level

of achievement of the applicable Performance Goals, which shall be no later than March 10 immediately following the Performance Period.

**"Disability"** shall have the meaning set forth in your Employment Agreement.

**"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 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.

**"Performance Goals"** means the performance goals applicable to the Award as set forth in [Exhibit A](#).

**"Performance Period"** means the performance period applicable to each performance goal of the Award as set forth in [Exhibit A](#).

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

**"Separation from Service"** means, at such time you cease to be both an employee of the Company and cease to serve on the Board as a non-employee director.

**"Settlement Date"** means on, or as soon as reasonably practicable (and in any event no later than ten (10) calendar days) following 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) or a Change of Control pursuant to Section 3(c), the Settlement Date shall mean the effective date of such termination of employment or Change of Control.

**"Termination Without Cause as a Non-Employee Director"** means, at any time after you cease to be an employee of the Company but continue to serve on the Board as a non-employee director, your cessation of service on the Board, if (i) you are removed from the Board without Cause or (ii) you are not nominated for election to the Board despite your willingness to continue to serve as a non-employee director, or (iii) you are nominated for election but not re-elected to the Board.

**"Vesting Date"** means March 1, 2027.

### **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 during 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)(i) and 3(b)(ii)). 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 Performance Goals.

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

(i) if your Separation from Service occurs by reason of your death, [an involuntary termination by the Company without Cause, you incur a Termination Without Cause as a Non-Employee Director or you resign pursuant to clause (i) or clause (ii) of the definition of Good Reason set forth in your Employment Agreement<sup>1</sup>] prior to the Vesting Date, then 100% of the Target Amount of RSUs shall vest immediately; and

(ii) if your Separation from Service occurs as a result of your [Disability<sup>2</sup>] [Termination Without Cause as a Non-Employee Director<sup>2</sup>], then you shall vest in a prorated portion of the Target Amount of RSUs, with proration based on a fraction, the numerator of which is the number of days from the Grant Date through the date of your termination of employment and the denominator of which is 1,095 days.

**(c) Change of Control**. Upon a Change of Control that occurs prior to the last Determination Date, if you remain employed at the time of such Change of Control, 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 applicable Vesting Dates, or upon your earlier termination of employment by the Company without Cause (and other than due to your disability) or by you for Good Reason. The Earned Amount shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the greater of (A) the Target Amount of RSUs and (B) 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. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan, such RSUs shall vest immediately, with the Earned Amount equal to (A) if such Change of Control occurs prior to the Determination Date for such Performance Period, the Target Amount or (B) if such Change of Control occurs on or after the Determination Date for such Performance Period, the amount determined based on the actual level of achievement of the Performance Goals for such Performance Period as certified by the Committee prior to the Change of Control.

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<sup>1</sup> Brad Jacobs

<sup>2</sup> Mario Harik

(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 shall make such demand that you forfeit or remit any such amount no 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 [30-day] [15-day] cure period to cease, and to cure, such conduct. This Award Agreement, any Award and any amounts received hereunder, shall be subject to recovery or other penalties pursuant to (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

**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. 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 includable 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, 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, cancellation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

**SECTION 15. Section 409A.**

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

(b) Neither you nor any of your creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Award Agreement to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to you

or for your benefit under this Award Agreement may not be reduced by, or offset against, any amount owing by you to the Company or any of its Affiliates.

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

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

XPO, Inc.

Carolyn Roach  
Chief Human Resources Officer

#### Exhibit A

#### **Details of Award**

Performance Goal	Performance Goal Weighting	Performance Period	Vesting Date
LTL Adjusted EBITDA Growth	35%	January 1, 2024 through December 31, 2026	Three (3) year anniversary of the Grant Date
LTL Adjusted Operating Ratio Improvement	40%		
Relative Total Shareholder Return (Index)	25%	March 1, 2024 through March 1, 2027	

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## Exhibit B

### Performance Goals

(1) **Performance Goals.** For the applicable Performance Periods (as set forth in Exhibit A), the metrics for the Performance Goals shall be (a) LTL Adjusted EBITDA Growth (weighted 35%), (b) LTL Adjusted Operating Ratio Improvement (weighted 40%), and (c) the Company's Relative Total Shareholder Return (Index) (weighted 25%). The Performance Goal for each metric shall be as 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 based on changes in economic circumstances or government-related mandates that impact the Company's financial metrics, changes in the competitive market, or other factors that materially change the relevance of the metric in the performance period. The level of achievement of each Performance Goal shall be measured over the applicable Performance Period.

a. LTL Adjusted EBITDA Growth (weighted 35%).

i. **Target Performance Goal** – means the compound annual growth rate of the LTL Adjusted EBITDA during the Performance Period, measured by reference to the Company's full year 2023 LTL Adjusted EBITDA is at least twelve percent (12%).

Payout based on Achievement of Financial Performance Goal	Shares Earned as Percentage of Target*
Less than 80% of target	0%
80% of target	50%
100% of target	100% of shares earned
120% of target	200% of shares earned

\* Linear interpolation shall be applied between each level.

b. LTL Adjusted Operating Ratio Improvement (weighted 40%):

i. **Target Performance Goal** – 450 basis point improvement in the LTL Adjusted Operating Ratio. The payout scale is set forth below.

Payout based on Achievement of Financial Performance Goal	Shares Earned as Percentage of Target*
Below 400 basis points	0%
400 basis points	50% of shares earned
450 basis points	100% of shares earned
500 basis points	200% of shares earned

\* Linear interpolation shall be applied between each level.

c. Company's Total Shareholder Return Relative to Index TSR (weighted 25%):

i. **Target Performance Goal** – The Performance Goal relating to the Company's stock price performance during the applicable Performance Period relative to the S&P Transportation Select Industry Index for the Performance Period (ranked in the order of lowest to highest TSR), calculated as follows:

Company's Total Shareholder Return Percentile Position vs. Index Companies in the S&P Transportation Select Industry Index	Value Earned as Percentage of Target*
Below 40 <sup>th</sup> percentile	0%
40 <sup>th</sup> percentile	25%
50 <sup>th</sup> percentile	65%
55 <sup>th</sup> percentile	100%
75 <sup>th</sup> percentile	200%

\* Linear interpolation shall be applied between each threshold.

(2) **Determination of Performance Goal Achievement.** Promptly following, and in any event no later than the March 10 immediately after, the completion of the

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Performance Period, the Committee shall certify the actual level of achievement of each Performance Goal applicable to the Performance Period.

(3) **Payout Formula.** Except as otherwise expressly provided in Section 3(c) of the Award Agreement, the Earned Amount of each Performance Goal shall be equal to the sum of:

- a. LTL Adjusted EBITDA Growth. The product of (i) 35% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(a) above, plus
- b. LTL Adjusted Operating Ratio Improvement. The product of (i) 40% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(b) above, plus
- c. Company's Relative Total Shareholder Return vs. Index. The product of (i) 25% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(c) above.

(4) **Certain Definitions.**

- a. "LTL Adjusted EBITDA Growth" means the compound annual growth rate of LTL Adjusted EBITDA (as defined below) during the Performance Period, measured by reference to the Company's full year 2023 LTL Adjusted EBITDA.
- b. "LTL Adjusted EBITDA" means earnings for the Less-than-Truckload business before the payments of interest, taxes, depreciation and amortization expenses, in each case calculated in a manner consistent with the Company's externally reported figures. LTL Adjusted EBITDA shall exclude pension income and any contribution from gains on sales of real estate. At the Committee's discretion, the Committee may make adjustments to this calculation for items that the Committee, in good faith, determines appropriate (including, without limitation, extraordinary gains and extraordinary losses, or costs related to acquired organizations).
- c. "LTL Adjusted Operating Ratio Improvement" means fiscal year 2026 adjusted operating ratio for the Less-than-Truckload business, less fiscal year 2023 adjusted operating ratio for the Less-than-Truckload business (measured in basis points) where "adjusted operating ratio" is calculated as (1 - (Adjusted operating income divided by Revenue)) and adjusted

operating income excludes the impact of gains on the sales of real estate, as well as pension income.

i. **Revenue** means revenue (as calculated in accordance with GAAP) of the Less-than-Truckload business, inclusive of fuel surcharge revenue.

d. **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.

i. **Beginning Price** shall mean the average of the closing prices of shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days preceding and inclusive of March 1, 2024. This period would run from January 19, 2024 through March 1, 2024.

ii. **Ending Price** shall mean the average of the closing prices of the shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days leading up to and including March 1, 2027. In determining the Ending Price for the Company or a company in the Index, 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.

iii. **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, Dividends Paid shall relate to dividends of the constituent companies and shall assume that they are reinvested in the constituent companies of the Index.

iv. **Index** means the S&P Transportation Select Industry Index. For the avoidance of doubt, only those companies with a Beginning Price and Ending Price shall be included in the Index.

**Exhibit 10.5**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE  
XPO LOGISTICS, INC. 2016 OMNIBUS INCENTIVE COMPENSATION PLAN**, dated as of **###GRANT\_DATE###** (the "Grant Date") between XPO, INC., a Delaware corporation (the "Company"), and **###PARTICIPANT\_NAME###**

This 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###** performance-based 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, as amended (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.

**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:

"Board" shall mean the Board of Directors of the Company.

"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, with respect to the Performance Period, the date following the completion of such Performance Period on which the Committee certifies the level

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of achievement of the applicable Performance Goals, which shall be no later than March 10 immediately following the Performance Period.

"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 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.

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

"Performance Period" means the performance period applicable to each performance goal of the Award as set forth in Exhibit A.

"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 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) or a Change of Control pursuant to Section 3(c), the Settlement Date shall mean the effective date of such termination of employment or Change of Control.

"Vesting Date" means March 1, 2027

### 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 during 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)(i) and 3(b)(ii)). 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 Performance Goals.

(b) Termination of Employment. Notwithstanding anything to the contrary in this Award Agreement or the Plan but subject to Section 3(c), all outstanding and unvested RSUs

will be forfeited upon your termination of employment for any reason prior to the Vesting Date, except that:

(i) if your employment terminates by reason of your death prior to the Vesting Date, then 100% of the Target Amount of RSUs shall vest immediately; and

(ii) if your employment is involuntarily terminated by the Company without Cause, then you shall vest in a prorated portion of the Target Amount of RSUs, with proration based on a fraction, the numerator of which is the number of days from the Grant Date through the date of your termination of employment and the denominator of which is 1,095 days.

(c) Change of Control. Upon a Change of Control that occurs prior to the last Determination Date, if you remain employed at the time of such Change of Control, 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 applicable Vesting Dates, or upon your earlier termination of employment by the Company without Cause (and other than due to your disability) or by you for Good Reason. The Earned Amount shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the greater of (A) the Target Amount of RSUs and (B) 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. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan, such RSUs shall vest immediately, with the Earned Amount equal to (A) if such Change of Control occurs prior to the Determination Date for such Performance Period, the Target Amount or (B) if such Change of Control occurs on or after the Determination Date for such Performance Period, the amount determined based on the actual level of achievement of the Performance Goals for such Performance Period as certified by the Committee prior to 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 shall make such demand that you forfeit or remit any such amount no 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. This Award Agreement, any Award and any amounts received hereunder, shall be subject to recovery or other penalties pursuant to (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

**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 includable 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, 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, cancellation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing proviso, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

**SECTION 15. Section 409A.**

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

(b) Neither you nor any of your creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this

Award Agreement to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation (within the meaning of Section 409A) payable to you or for your benefit under this Award Agreement may not be reduced by, or offset against, any amount owing by you to the Company or any of its Affiliates.

(c) If, at the time of your separation from service (within the meaning of Section 409A), (i) you shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time) and (ii) the Company shall make a good faith determination that an amount payable hereunder constitutes

deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it, without interest (except as otherwise provided in your Employment Agreement), on the first Business Day after such six-month period. 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, INC.

*/s/ Carolyn Roach*

Carolyn Roach

Chief Human Resources Officer

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE  
XPO LOGISTICS, INC. 2016 OMNIBUS INCENTIVE COMPENSATION PLAN, dated as of August 15, 2023 (the "Grant  
Date") between XPO, INC., a Delaware corporation (the "Company"), and **Kyle Wismans**

This 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 **3,454** performance-based restricted stock units 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.

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:

"Board" shall mean the Board of Directors of the Company.

"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, with respect to the Performance Period, the date following the completion of such Performance Period on which the Committee certifies the level of achievement of the applicable Performance Goals, which shall be no later than November 10 immediately following the Performance Period.

"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.

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"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 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.

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

"Performance Period" means the performance period applicable to each performance goal of the Award as set forth in Exhibit A.

"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 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) or a Change of Control pursuant to Section 3(c), the Settlement Date shall mean the effective date of such termination of employment or Change of Control.

**"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 during 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)(i) and 3(b)(ii)). 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 Performance Goals.

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

(i) if your employment terminates by reason of your death prior to the Vesting Date, then 100% of the Target Amount of RSUs shall vest immediately; and

(ii) if your employment is involuntarily terminated by the Company without Cause, then you shall vest in a prorated portion of the Target Amount of RSUs, with proration based on a fraction, the numerator of which is the number of days from the Grant Date through the date of your termination of employment and the denominator of which is 1,461 days.

**(c) Change of Control.** Upon a Change of Control that occurs prior to the last Determination Date, if you remain employed at the time of such Change of Control, all

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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 applicable Vesting Dates, or upon your earlier termination of employment by the Company without Cause (and other than due to your disability) or by you for Good Reason. The Earned Amount shall be determined upon the completion of the Change of Control and shall be deemed to be equal to the greater of (A) the Target Amount of RSUs and (B) 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. Or, if such RSUs are not replaced in compliance with Section 8(b) of the Plan, such RSUs shall vest immediately, with the Earned Amount equal to (A) if such Change of Control occurs prior to the Determination Date for such Performance Period, the Target Amount or (B) if such Change of Control occurs on or after the Determination Date for such Performance Period, the amount determined based on the actual level of achievement of the Performance Goals for such Performance Period as certified by the Committee prior to 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 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 (i) the Company shall make such demand that you forfeit or remit any such amount no 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.

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**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 includable 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 leg ended 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

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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, 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

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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) 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. 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

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the event of your noncompliance with the Trade Monitoring Policy, as it may be in effect from time to time.

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

XPO, INC.

/s/ Carolyn Roach

Carolyn Roach

XPO, Inc.

Carolyn

Roach

Chief

Human

Resources

Officer

### Exhibit A

#### Details of Award

Performance Goal	Performance Goal Weighting	Performance Period	Vesting Date
LTL Adjusted EBITDA Growth	35%	January 1, 2024 through December 31, 2026	Three (3) year anniversary of the Grant Date
LTL Adjusted Operating Ratio Improvement	40%		
Relative Total Shareholder Return (Index)	100% 25%	August 15, 2023 March 1, 2024 through August 15, March 1, 2027	August 15, 2027

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### Exhibit B

#### Performance Goals

(1) **Performance Goal Goals.** For the applicable Performance Period Periods (as set forth in Exhibit A), the metrics for the Performance Goal Goals shall be (a) LTL Adjusted EBITDA Growth (weighted 35%), (b) LTL Adjusted Operating Ratio Improvement (weighted 40%), and (c) the Company's Relative Total Shareholder Return (Index) (weighted 25%). The Performance Goal for each metric shall be as 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 based on changes in economic circumstances or government-related mandates that impact the Company's financial metrics, changes in the competitive market, or other factors that materially change the relevance of the metric in the performance period. The level of achievement of each Performance Goal shall be measured over the applicable Performance Period.

(2) a. LTL Adjusted EBITDA Growth (weighted 35%).

i. **Target Performance Goal** – means the compound annual growth rate of the LTL Adjusted EBITDA during the Performance Period, measured by reference to the Company's full year 2023 LTL Adjusted EBITDA is at least twelve percent (12%).

Payout based on Achievement of Financial Performance Goal	Shares Earned as Percentage of Target*
Less than 80% of target	0%
80% of target	50%
100% of target	100% of shares earned
120% of target	200% of shares earned

\* Linear interpolation shall be applied between each level.

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b. LTL Adjusted Operating Ratio Improvement (weighted 40%):

i. **Target Performance Goal** – 450 basis point improvement in the LTL Adjusted Operating Ratio. The payout scale is set forth below.

Payout based on Achievement of Financial Performance Goal	Shares Earned as Percentage of Target*
Below 400 basis points	0%
400 basis points	50% of shares earned
450 basis points	100% of shares earned
500 basis points	200% of shares earned

\* Linear interpolation shall be applied between each level.

c. Company's Total Shareholder Return Relative to Index TSR (weighted 25%):

i. **Target Performance Goal** – The Performance Goal relating to the Company's stock price performance during the applicable Performance Period relative to the S&P Transportation Select Industry Index for the Performance Period (ranked in the order of lowest to highest TSR), calculated as follows:

Company's Total Shareholder Return Percentile Position vs. Index Companies in the S&P Transportation Select Industry Index	Value Earned as Percentage of Target*
Greater than or equal to 75	200%
Below 40 <sup>th</sup> percentile	0%
65 40 <sup>th</sup> percentile	150% 25%
50 <sup>th</sup> percentile	65%
55 <sup>th</sup> percentile	100%
40 75 <sup>th</sup> percentile	50%
Below 40 <sup>th</sup> percentile	0% 200%

\* Linear interpolation shall be applied between each threshold.

(3)(2) Determination of Performance Goal Achievement. Promptly following, and in any event no later than the December March 10 immediately after, the completion of the Performance Period, the Committee shall certify the actual level of achievement of each Performance Goal applicable to the Performance Goal Period.

(3) Payout Formula. Except as otherwise expressly provided in Section 3(c) of the Award Agreement, the Earned Amount of each Performance Goal shall be equal to the sum of:

- LTL Adjusted EBITDA Growth. The product of (i) 35% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(a) above, plus
- LTL Adjusted Operating Ratio Improvement. The product of (i) 40% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(b) above, plus
- Company's Relative Total Shareholder Return vs. Index. The product of (i) 25% of the Target Amount and (ii) the Value Earned as a Percentage of the Target Amount based on achievement of the Performance Goal, calculated as set forth in Section 1(c) above.

(4) Certain Definitions.

- "LTL Adjusted EBITDA Growth" means the compound annual growth rate of LTL Adjusted EBITDA (as defined below) during the Performance Period, measured by reference to the Company's full year 2023 LTL Adjusted EBITDA.
- "LTL Adjusted EBITDA" means earnings for the Less-than-Truckload business before the payments of interest, taxes, depreciation and amortization expenses, in each case calculated in a manner consistent with the Company's externally reported figures. LTL Adjusted EBITDA shall exclude pension income and any contribution from gains on sales of real estate. At the Committee's discretion, the Committee may make adjustments to this calculation for items that the Committee, in good faith, determines appropriate (including, without limitation, extraordinary gains and extraordinary losses, or costs related to acquired organizations).
- "LTL Adjusted Operating Ratio Improvement" means fiscal year 2026 adjusted operating ratio for the Less-than-Truckload business, less fiscal year 2023 adjusted operating ratio for the Less-than-Truckload business (measured in basis points) where "adjusted operating ratio" is calculated as  $(1 - (\text{Adjusted operating income} / \text{Revenue}))$  and adjusted

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operating income excludes the impact of gains on the sales of real estate, as well as pension income.

- i. "Revenue" means revenue (as calculated in accordance with GAAP) of the Less-than-Truckload business, inclusive of fuel surcharge revenue.
- d. "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.
  - "Beginning Price" shall mean the average of the closing prices of shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days preceding and inclusive of August 15, 2023, March 1, 2024. This period would run from July 5, 2023, January 19, 2024 through August 15, 2023, March 1, 2024.

ii. **“Ending Price”** shall mean the average of the closing prices of the shares of the Company or each company in the Index, as applicable, during the thirty (30) consecutive trading days leading up to and including **August 15, 2027**.  
**March 1, 2027.** In determining the Ending Price for the Company or a company in the Index, 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.

iii. **“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, Dividends Paid shall relate to dividends of the constituent companies and shall assume that they are reinvested in the constituent companies of the Index.

iv. **“Index”** means the S&P Transportation Select Industry Index. For the avoidance of doubt, only those companies with a Beginning Price and Ending Price shall be included in the Index.

**Exhibit 10.8**



## Clawback Policy

Effective as of October 2, 2023

The Board of Directors (the “Board”) of XPO, Inc. (the “Company”) believes that it is in the best interests of the Company and its shareholders to adopt this Clawback Policy (the “Policy”), which provides for the recovery of certain incentive compensation in the event of an Accounting Restatement (as defined below). This Policy is designed to comply with, and shall be interpreted to be consistent with, Section 10D of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), Rule 10D-1 promulgated under the Exchange Act (“Rule 10D-1”) and Section 303A.14 of the New York Stock Exchange (the “NYSE”) Listed Company Manual (the “Listing Standards”).

### 1. Administration

Except as specifically set forth herein, this Policy shall be administered by the Board or, if so designated by the Board, a committee thereof (the Board or such committee charged with administration of this Policy, the “Administrator”). The Administrator is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate or advisable for the administration of this Policy. Any determinations made by the Administrator shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by the Policy. In the administration of this Policy, the Administrator is authorized and directed to consult with the full Board or such other committees of the Board as may be necessary or appropriate as to matters within the scope of such other committee’s responsibility and authority. Subject to any limitation at applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

### 2. Definitions

As used in this Policy, the following definitions shall apply:

- “Accounting Restatement” means an accounting restatement of the Company’s financial statements due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
- “Administrator” has the meaning set forth in Section 1 hereof.
- “Applicable Period” means the three completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement, as well as any transition period (that results from a change in the Company’s fiscal year) within or immediately following those three completed fiscal years (except that a transition period that comprises a period of at least nine months shall count as a completed fiscal year). The “date on which the

Company is required to prepare an Accounting Restatement" is the earlier to occur of (a) the date the Board, a committee of the Board, or an officer of the Company concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (b) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting

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Restatement, in each case regardless of if or when the restated financial statements are filed.

- "Covered Executives" means the Company's current and former executive officers, as determined by the Administrator in accordance with the definition of executive officer set forth in Rule 10D-1 and the Listing Standards.
- "Erroneously Awarded Compensation" has the meaning set forth in Section 5 of this Policy.
- A "Financial Reporting Measure" is any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measure. Financial Reporting Measures include but are not limited to the following (and any measures derived from the following): Company stock price; total shareholder return ("TSR"); revenues; net income; operating income; profitability of one or more reportable segments; financial ratios (e.g., accounts receivable turnover and inventory turnover rates); earnings before interest, taxes, depreciation and amortization; funds from operations and adjusted funds from operations; liquidity measures (e.g., working capital, operating cash flow); return measures (e.g., return on invested capital, return on assets); earnings measures (e.g., earnings per share); any of such financial reporting measures relative to a peer group, where the Company's financial reporting measure is subject to an Accounting Restatement; and tax basis income. A Financial Reporting Measure need not be presented within the Company's financial statements or included in a filing with the Securities Exchange Commission.
- "Incentive-Based Compensation" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure. Incentive-Based Compensation is "received" for purposes of this Policy in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of such Incentive-Based Compensation occurs after the end of that period.

### **3. *Covered Executives; Incentive-Based Compensation***

This Policy applies to Incentive-Based Compensation received by a Covered Executive (a) after beginning services as a Covered Executive; (b) if that person served as a Covered Executive at any time during the performance period for such Incentive-Based Compensation; and (c) while the Company had a listed class of securities on a national securities exchange.

### **4. *Required Recoupment of Erroneously Awarded Compensation in the Event of an Accounting Restatement***

In the event the Company is required to prepare an Accounting Restatement, the Company shall promptly recoup the amount of any Erroneously Awarded Compensation received by any Covered Executive, as calculated pursuant to Section 5 hereof, during the Applicable Period.

### **5. *Erroneously Awarded Compensation: Amount Subject to Recovery***

The amount of "Erroneously Awarded Compensation" subject to recovery under the Policy, as determined by the Administrator, is the amount of Incentive-Based Compensation received by the Covered Executive that exceeds the amount of Incentive-Based Compensation that would have been received by the Covered Executive had it been determined based on the restated amounts.

Erroneously Awarded Compensation shall be computed by the Administrator without regard to any taxes paid by the Covered Executive in respect of the Erroneously Awarded Compensation.

By way of example, with respect to any compensation plans or programs that take into account Incentive-Based Compensation, the amount of Erroneously Awarded Compensation subject to recovery hereunder includes, but is not limited to, the amount contributed to any notional account based on Erroneously Awarded Compensation and any earnings accrued to date on that notional amount.

For Incentive-Based Compensation based on stock price or TSR: (a) the Administrator shall determine the amount of Erroneously Awarded Compensation based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received; and (b) the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the NYSE.

#### **6. Method of Recoupment**

The Administrator shall determine, in its sole discretion, the timing and method for promptly recouping Erroneously Awarded Compensation hereunder, which may include without limitation (a) seeking reimbursement of all or part of any cash or equity-based award, (b) cancelling prior cash or equity-based awards, whether vested or unvested or paid or unpaid, (c) cancelling or offsetting against any planned future cash or equity-based awards, (d) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder and (e) any other method authorized by applicable law or contract. Subject to compliance with any applicable law, the Administrator may affect recovery under this Policy from any amount otherwise payable to the Covered Executive, including amounts payable to such individual under any otherwise applicable Company plan or program, including base salary, bonuses or commissions and compensation previously deferred by the Covered Executive.

The Company is authorized and directed pursuant to this Policy to recoup Erroneously Awarded Compensation in compliance with this Policy unless the Company's compensation committee has determined that recovery would be impracticable solely for the following limited reasons, and subject to the following procedural and disclosure requirements:

- The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Administrator must make a reasonable attempt to recover such erroneously awarded compensation, document such reasonable attempt(s) to recover and provide that documentation to NYSE;
- Recovery would violate home country law of the issuer where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law of the issuer, the Administrator must satisfy the applicable opinion and disclosure requirements of Rule 10D-1 and the Listing Standards; or
- Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

#### **7. No Indemnification of Covered Executives**

Notwithstanding the terms of any indemnification or insurance policy or any contractual arrangement with any Covered Executive that may be interpreted to the contrary, the Company shall not indemnify any Covered Executives against the loss of any Erroneously Awarded Compensation, including any payment or reimbursement for the cost of third-party insurance purchased by any Covered Executives to fund potential clawback obligations under this Policy.

#### **8. Administrator Indemnification**

Any members of the Administrator, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

#### **9. Effective Date; Retroactive Application**

This Policy shall be effective as of October 2, 2023 (the "Effective Date"). The terms of this Policy shall apply to any Incentive-Based Compensation that is received by Covered Executives on or after the Effective Date, even if such Incentive-Based Compensation was approved, awarded, granted or paid to Covered Executives prior to the Effective Date. Without limiting the generality of Section 6 hereof, and subject to applicable law, the Administrator may affect recovery under this Policy from any amount of compensation approved, awarded, granted, payable or paid to the Covered Executive prior to, on or after the Effective Date.

#### **10. Amendment; Termination**

The Board may amend, modify, supplement, rescind or replace all or any portion of this Policy at any time and from time to time in its discretion, and shall amend this Policy as it deems necessary to comply with applicable law or any rules or standards adopted by a national securities exchange on which the Company's securities are listed.

#### **11. Other Recoupment Rights; Company Claims**

The Board intends that this Policy shall be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law or pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

Nothing contained in this Policy, and no recoupment or recovery as contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Executive arising out of or resulting from any actions or omissions by the Covered Executive.

## **12. Successors**

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

## **13. Exhibit Filing Requirement**

A copy of this Policy and any amendments thereto shall be posted on the Company's website and filed as an exhibit to the Company's annual report on Form 10-K.

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**Exhibit 10.9**

**XPO, INC.**  
**PROFIT-SHARING CASH INCENTIVE PLAN**

### **1. Background and Purpose.**

**1.1 Purpose.** The purpose of the XPO, Inc. Profit-Sharing Cash Incentive Plan, as it may be amended and/or restated from time to time (the "Plan"), is to motivate and reward Participants by allowing them to share in the achievements of the Company, or any successor thereto, and the Participating Affiliates. The Plan should align Participants' interests with the objectives of the Company and the Participating Affiliates by providing each Participant with the opportunity to earn Awards in the form of cash-based incentive payments based upon the attainment of pre-established, objective goals relating to the performance of the Company and/or Participating Affiliate. Participation in the Plan and the payment of any amounts hereunder shall be in the sole and absolute discretion of the Committee.

**1.2 Effective Date.** The Plan is effective beginning October 26, 2023, and shall continue until it is amended, modified, suspended, or terminated in accordance with the terms outlined herein.

### **2. Definitions.** The following terms shall have the following meanings:

**2.1 "Award"** means a cash-based incentive award granted pursuant to the Plan, the payment of which shall be contingent on the attainment of Performance Goals with respect to a Performance Period, as determined by the Committee pursuant to Section 6.1.

**2.2 "Award Agreement"** means the written or electronic agreement evidencing an Award granted pursuant to the Plan, which may (but need not) require execution or acknowledgment by a Participant.

**2.3 "Code"** means the U.S. Internal Revenue Code of 1986, as amended from time to time, including any regulations or authoritative guidance promulgated thereunder and successor provisions thereto.

**2.4 "Committee"** means the Compensation and Human Capital Committee of the board of directors of the Company, or such other committee or subcommittee as may be designated by the board of directors of the Company to administer the Plan.

**2.5 "Company"** means either XPO, Inc. or a Participating Affiliate, as applicable, in respect of its Eligible Employees, or any successor entity thereto.

**2.6 "Eligible Employee"** means an employee of the Company or a Participating Affiliate who has satisfied the eligibility requirements set forth in Section 4.1.

**2.7 "Participant"** means as to any Performance Period, an Eligible Employee who has been selected by the Committee for participation in the Plan for that Performance Period.

**2.8 "Participating Affiliate"** means any affiliate of the Company that has opted to pay cash bonuses to its Eligible Employees pursuant to the Plan and has notified the Committee thereof.

2.9 **“Performance Goals”** means the objective performance criteria selected by the Committee, in its sole discretion, and set forth in the applicable Award Agreement, to apply.

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to a Participant for any Performance Period. Performance Goals may include a threshold level of performance below which no Award will be paid, levels of performance at which specified percentages of the Award will be paid, and may also include a maximum level of performance above which no additional Award amount will be paid.

2.10 **“Performance Period”** means the period of time set forth in the applicable Award Agreement for which an Award or portion thereof is calculated, as determined by the Committee in its sole discretion. A Performance Period may be coincident with one or more quarters of a fiscal year of the Company, as determined by the Committee in its sole discretion.

### 3. Administration.

3.1 Administration by the Committee. The Plan shall be administered by the Committee or its duly authorized delegate.

3.2 Authority of the Committee. Subject to the provisions of the Plan and applicable law, the Committee shall have the power, in addition to other express powers and authorizations conferred on the Committee by the Plan, to: (i) designate Eligible Employees and Participants; (ii) determine the terms, conditions, restrictions, and limitations of any Award; (iii) determine whether, to what extent, and under what circumstances Awards may be forfeited or suspended; (iv) construe, interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan or any instrument or agreement relating to, or Award granted under, the Plan; (v) establish, amend, suspend, or waive any rules for the administration, interpretation, and application of the Plan; and (vi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

3.3 Decisions Binding. All determinations and decisions made, and actions taken, by the Committee, or any duly authorized delegate of the Committee pursuant to the provisions of the Plan, shall be final, binding, and conclusive on all persons, and shall be given the maximum deference permitted by law.

3.4 Delegation by the Committee. The Committee, in its sole discretion, may delegate all or part of its authority and powers under the Plan to one or more directors and/or officers of the Company or any Participating Affiliate.

3.5 Agents; Limitation of Liability. The Committee may appoint agents to assist in administering the Plan. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to it or him or her by any officer or employee of the Company or a Participating Affiliate, their certified public accountants, consultants, or any other agent assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company or a Participating Affiliate acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan or any Award thereunder, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

### 4. Eligibility and Participation.

4.1 Eligibility. Eligible Employees are those employees of the Company or a Participating Affiliate who the Committee designates from time to time as eligible to receive Awards under the Plan. Any determination of the Committee regarding whether an employee is an Eligible Employee shall be final and binding for all Plan purposes. To earn

or receive an Award, employees must be actively employed by the Company or a Participating Affiliate, both on the last day of the Performance Period and on the date that the Award is scheduled to be paid, subject to applicable law.

**4.2 Participation.** The Committee, in its sole discretion, shall select the Eligible Employees who shall be Participants for each Performance Period. Only Eligible Employees who are designated by the Committee to participate in the Plan with respect to a particular Performance Period may participate in the Plan for that Performance Period. An Eligible Employee who is designated as a Participant for a given Performance Period is not guaranteed or assured of being selected for participation in any subsequent Performance Period.

**5. Terms of Awards.**

**5.1 Grant of Awards and Determination of Participation Factor.** Prior to, or reasonably promptly following the commencement of each Performance Period, the Committee, in its sole discretion, shall establish in writing for each Participant a "Participation Factor" applicable for the particular Performance Period, that shall be set forth in an Award Agreement granted to each Participant pursuant to the Plan. The payment of a Participant's Award, if any, shall be conditioned on the achievement of the Performance Goals approved by the Committee for the specified Performance Period, and the minimum profitability threshold, each as provided in Section 5.2 herein. Unless approved by the Committee, during any Performance Period, no Participant may have a maximum Participation Factor or other Award amount in excess of the limitations provided under Section 6.2 herein, nor shall the total Award amount payable to all Participants exceed the maximum amount payable as stated in Section 6.2 herein.

**5.2 Determination of Performance Goals.** Prior to, or reasonably promptly following the commencement of, each Performance Period, the Committee, in its sole discretion, shall establish in writing one or more Performance Goals for the Performance Period, each of which shall be set forth in an Award Agreement granted to each Participant pursuant to the Plan, each of which may carry a different weight, and which may differ from Participant to Participant. The Performance Goals will be established for each Participant and/or for each group of Participants, and such goals shall be based on objective measures of Company performance. Unless otherwise set forth in an Award Agreement, the Performance Goals for each Award will be based upon the Company's North American Less-Than-Truckload adjusted operating income ("LTL") (as set forth in the Company's applicable periodic public filings or earnings releases filed with the U.S. Securities and Exchange Commission ("SEC")) provided that, unless otherwise set forth in an Award Agreement, no Award will pay out for a given Performance Period unless the Company's LTL exceeds 2% of the Company's revenue in such period, or such other amount as the Committee or its designee shall approve. Furthermore, if the Company ceases to report the LTL metric in its periodic public filings with the SEC, the Committee may choose a new default Performance Goal metric in its sole discretion.

**6. Payment of Awards.**

**6.1 Determination of Award Amounts Payable.** As soon as practicable following the completion of each Performance Period, the Committee, in its sole discretion, shall determine the extent to which the Performance Goals have been achieved, if at all, the Committee shall determine the amount, if any, of the Award earned by each Participant, and such Award shall be paid in accordance with Section 6.3 herein (subject to the limitations on Awards stated in Sections 5.2 and 6.2 herein). In determining the amount of each Award, the Committee may unilaterally modify, increase (subject to the limitations on Awards

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stated in Sections 5.2 and 6.2 herein), reduce, or eliminate the amount payable under an Award regardless of performance if, in its sole discretion, the Committee deems that such reduction or elimination is appropriate.

**6.2 Maximum Award Amount Payable to Participants.** Notwithstanding any other Plan provisions to the contrary, and except as otherwise set forth in the applicable Award Agreement, (i) the maximum amount of the Participation Factor used to determine Awards that may be granted under the Plan to any one Participant in any one Performance Period shall not exceed 1.5% of LTL for such period, (ii) the maximum amount payable under the Plan to any one Participant in any one Performance Period shall not exceed 1,000% of the portion of the Participant's base

salary, or such other amount as the Committee or its designee shall approve, in each case payable to the Participant during such period, and (iii) the maximum amount of Awards that may be granted under the Plan to all Participants in the aggregate for any individual Performance Period shall not exceed 10% of LTL for such period; provided that the Committee may, in its discretion from time to time, establish additional Participant Award limitation(s) based on other factor(s) with respect to all or certain group(s) of Participants, which, if applicable, shall be set forth in the relevant Award Agreement.

**6.3 Form and Timing of Payment.** Except as otherwise provided herein, as soon as practicable following the Committee's determination pursuant to Section 6.1 for the applicable Performance Period, each Participant shall receive a cash lump sum payment of his or her Award, less required withholding; provided that in no event shall such payment be made later than March 15<sup>th</sup> of the calendar year following the calendar year containing the last day of the applicable Performance Period. The Committee shall also have the authority to make adjustments to Awards and Performance Goals upon the occurrence of certain unusual or nonrecurring events, or other similar circumstances.

**6.4 Employment and Other Payment Requirements.** Except as otherwise determined by the Committee and set forth in the applicable Award Agreement, if a Participant dies, retires, is assigned to a different position, is granted a leave of absence, or if the Participant's active employment with the Company or a Participating Affiliate is otherwise terminated prior to the date on which the Company publicly announces the applicable financial metric used in the Award for a given Performance Period, the Participant will forfeit such Award; provided that the Committee shall have the discretion to determine whether an Award will be paid or forfeited by the Participant for a completed Performance Period, or paid in a pro rata share of the Award based on the Participant's actual period of service, if the Award would have become earned and payable had the Participant's employment status not changed. Furthermore, the Committee may set forth in an Award Agreement certain requirements providing that a Participant, as a condition to the grant or payment of an Award, must have entered into agreements or covenants with the Company and/or the applicable Participating Affiliate obligating the Participant to not compete, to not interfere with the relationships of the Company with its customers, suppliers or employees in any way, to refrain from disclosing or misusing confidential or proprietary information of the Company, and to take or refrain from taking such other actions adverse to the Company as the Committee may specify. The form of such agreements or covenants shall be specified by the Committee, which may vary from time to time and may require renewal of the agreements or covenants, as then specified by the Committee, in connection with the allocation or payout of any Award.

## 7. General Provisions.

**7.1 Offset and Recoupment.** The Committee shall have authority (subject to, and in accordance with, Section 409A of the Code) to reduce the amount of any payment otherwise

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payable to a Participant under the Plan by the amount of any obligation of the Participant to the Company that is or becomes due and payable, and any compensation payable to a Participant under the Plan will be subject to any recoupment, "clawback" or similar Company policy or arrangement, and by becoming a Participant under the Plan, each Participant will be deemed to have consented to such offset and recoupment restrictions.

**7.2 Withholding.** The Company shall withhold all applicable taxes from any Award made under the Plan, including any federal, state or local income and/or payroll taxes required by law to be withheld, and to take such other action as the Committee may deem advisable to enable the Company and/or any Participant to satisfy any applicable obligations for the payment of withholding and other tax obligations relating to an Award.

**7.3 Non-transferability.** Unless the Committee determines otherwise, a person's rights and interests under the Plan, including any Award previously made to such person or any amounts payable under the Plan, may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, except in the event of the Participant's death to a designated beneficiary in accordance with the Plan, or in the absence of such designation, by will or the laws of descent or distribution. Any attempt to effect such a prohibited transfer shall be void.

**7.4 Unfunded Status.** Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company or a Participating Affiliate, and any Participant, beneficiary, legal representative, or any other person, or constitute a guarantee that the assets of the Company or Participating Affiliate shall be sufficient to pay any benefits to any person. To the extent that a person acquires a right to receive payments under the Plan, such right shall be no greater than the right of an

unsecured general creditor of the Company or applicable Participating Affiliate. Any such payments shall be made from the general funds of the Company or applicable Participating Affiliate, no special or separate fund shall be established, no segregation of assets shall be made to assure payment of amounts payable hereunder, and neither the Participants nor their beneficiaries hereunder shall have any interest in any particular assets of the Company or any Participating Affiliate by reason of their obligations hereunder. The Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

**7.5 Non-exclusivity.** The adoption of the Plan shall not affect any other incentive or other compensation plans or programs in effect for the Company or a Participating Affiliate, nor shall anything in the Plan limit the authority of the Company, a Participating Affiliate, or the Committee to adopt such other incentive or compensation arrangements as they may deem desirable for any of their employees. Additionally, in the event that a Participant has entered into an effective employment agreement or other employment-related contract with the Company or a Participating Affiliate, the provisions of the Plan shall not be construed to reduce in any way the benefits otherwise payable under such separate agreement or contract.

**7.6 Incapacity.** If a Participant or any other person entitled to receive an Award under the Plan shall, at the time payment of any such amount is due, be incapacitated so that such recipient cannot legally receive or acknowledge receipt of the payment, then the Committee, in its sole and absolute discretion, may direct that the payment be made to the legal guardian, attorney-in-fact, or person with whom such recipient is residing, and such payment shall be in full satisfaction of the Company's and/or Participating Affiliate's obligations under the Plan with respect to such amount.

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**7.7 Governing Law.** The Plan shall be construed, administered and enforced in accordance with the laws of the state of Delaware, without giving effect to the conflicts of laws provisions thereof.

**7.8 Adjustments.** The Committee is authorized to adjust or modify the terms of any Award, including but not limited to the calculation of a Performance Goal for a Performance Period, at any time and for any reason, in its sole and absolute discretion.

**7.9 No Right to Employment.** Nothing contained in the Plan, in any Award Agreement, nor any action taken pursuant to the Plan shall confer upon any person the right to continue in the employment or service of the Company or a Participating Affiliate, nor affect the right of the Company or a Participating Affiliate to terminate the employment or service of any Participant.

**7.10 No Right to Award.** Unless otherwise expressly set forth in an Award Agreement, effective employment agreement, or other employment-related contract between the Company or a Participating Affiliate and a Participant, a Participant shall not have any right to any Award under the Plan until such Award has been paid to such Participant, and any rights of a Participant with respect to an Award, and distribution of any cash payment subject to an Award, shall terminate and be forfeited upon a Participant's termination of employment or service with the Company or applicable Participating Affiliate.

**7.11 Amendment or Termination of the Plan.** The board of directors of the Company or the Committee, or any duly authorized delegate thereof, each in its sole discretion with or without notice may, at any time and for any reason, including during any Performance Period, amend, modify, suspend, or terminate the Plan in whole or in part.

**7.12 Beneficiaries.** To the extent the Committee permits beneficiary designations, any payment of Awards due under the Plan to a deceased Participant shall be paid to the beneficiary duly designated by the Participant in accordance with the Company's practices. If no such beneficiary has been designated or survives the Participant, payment shall be made by will or the laws of descent or distribution.

**7.13 Expenses.** All costs and expenses in connection with the administration of the Plan shall be paid by the Company.

**7.14 Section Headings.** The headings of the Plan have been inserted for convenience of reference only and in the event of any conflict, the text of the Plan, rather than such headings, shall control.

**7.15 Section 409A of the Code.** It is intended that payments under the Plan be exempt from Section 409A of the Code under the "short-term deferral" exemption. In the event that any payment under the Plan is not exempt from Section 409A of the Code, it is intended that such payment

will be paid in a manner that satisfies the requirements of Section 409A of the Code. The Plan shall be interpreted, operated and administered in a manner consistent with these intentions, but in no event does the Company guarantee such compliance, and the Committee has no responsibility to take, or to refrain from taking, any actions in order to achieve a certain tax result for any Participant. Additionally, in the event that any payment under the Plan shall be deemed not to comply with (or be exempt from) Section 409A of the Code, then neither the Company, its board of directors, any Participating Affiliate, the Committee, nor any of their designees or agents shall be liable to any Participant or other persons for any actions, decisions, or determinations made in good faith. Further, in the event a Participant is a "specified employee" (as determined in accordance with Company procedures and the requirements of Section 409A of the Code), then, to the extent required

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under Section 409A of the Code, a distribution due to such Participant's separation from service may not be made before the date that is six months after the Participant's separation from service (or, if earlier, the date of the Participant's death). In such event, the first six months of any such payments of deferred compensation that are required to be paid in installments shall be paid at the beginning of the seventh month following the Participant's separation from service, and all remaining installment payments shall be made as would ordinarily have been made under the provisions of the Plan. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under the Plan shall be treated as a separate payment of compensation.

**7.16Compliance with Legal Requirements.** The Plan and the granting of Awards shall be subject to all applicable federal and state laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required. Notwithstanding any other Plan provisions to the contrary, the Company shall not be obligated to make any payments under the Plan or take any other action, unless such distribution or action is in compliance with such applicable laws (including but not limited to applicable requirements of the Code).

**7.17Gender and Number.** Except where otherwise indicated by the context, wherever used, words in any gender shall include any other gender, words in the singular shall include the plural, and words in the plural shall include the singular.

**7.18Severability.** In the event that any provision of the Plan shall be considered illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained therein.

**7.19Successors.** All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding upon any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the assets of the Company.

**XPO, INC.**  
**PROFIT-SHARING CASH INCENTIVE PLAN**  
**AWARD AGREEMENT**

**Participant:** David Bates

**Performance Periods:** Each of XPO, Inc.'s (the "Company") quarterly reporting periods (i.e., January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31), commencing with the third quarter of 2023.

**Performance Goal:** The Company's North American Less-Than-Truckload adjusted operating income ("LTL"), as set forth in the Company's periodic public filings or earnings release filed with the U.S. Securities and Exchange Commission for each quarterly Performance Period set forth above.

**Participation Factor:** 0.56%

**1. Grant of Award.**

- (i) The Company hereby grants to the Participant an Award consisting of the Participation Factor identified above multiplied by the LTL achieved by the Company during each quarterly Performance Period identified above (the "Award").
- (ii) The Award is made under the XPO, Inc. Profit-Sharing Cash Incentive Plan, as it may be amended and/or restated from time to time (the "Plan"), and is subject to the terms and conditions of the Plan and this agreement (the "Agreement").
- (iii) Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Plan, unless the context clearly requires an alternative meaning.

**2. Vesting of Award and Amount Payable.**

- (i) The Award will vest, if at all, on the date(s) that the Company's earnings for each quarterly Performance Period are publicly announced, subject to the Participant's continuing active employment on each such date as set forth in Section 6.4 of the Plan. To earn or receive an Award, employees must be actively employed by the Company or a Participating Affiliate, both on the last day of the Performance Period and on the date that the Award is scheduled to be paid, subject to applicable law.
- (ii) As soon as practicable following each such date, the Compensation and Human Capital Committee (the "Committee"), in its sole discretion, will determine the amount payable to the Participant under the Award, which shall be based on the product of:
  - (a) the Participation Factor; multiplied by
  - (b) the Company's LTL achieved during the quarterly Performance Period (as set forth in the Company's publicly filed Form 10-Q or earnings release covering the quarterly Performance Period).

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- (iii) The amounts payable under the Award, as determined by the Committee, will be distributed in accordance with Section 6.3 of the Plan; provided that the quarterly amounts payable under this Award shall not be subject to the minimum profitability threshold set forth in Section 5.2 of the Plan, and shall not be subject to the maximum Award amount restrictions set forth in Section 6.2(ii) of the Plan.

**3. Non-Transferability of Award.**

The Participant may not transfer any portion of this Award except by will or the laws of descent and distribution.

**4. Withholding.**

All payments under the Award shall be subject to the satisfaction of applicable tax withholding requirements, including federal, state, and local requirements.

**5. Amendment or Termination of the Award.**

The Committee may from time to time amend the terms of this Agreement to the extent it deems appropriate to carry out the terms and provisions of the Plan. For the avoidance of doubt, the Committee may amend, modify, suspend, or terminate the Award under this Agreement in whole or in part, including during any Performance Period.

**6. Incorporation of Plan Terms and Other Agreements.**

The terms and conditions of the Plan are incorporated into and made a part of this Agreement. In the event of any difference between the provisions of this Agreement and the terms of the Plan in respect to specific subject matters addressed in both documents, the terms of the Plan will control, except where the Plan specifically defers to the terms of an Award Agreement. Furthermore, notwithstanding anything herein to the contrary, in the event that the Participant is subject to an effective employment agreement or other employment-related contract with the Company that modifies the terms and conditions of this Agreement (including but not limited to a reduction in the Award amount payable under this Agreement due to the imposition of the excise tax imposed by Section 4999 of the Internal Revenue Code (the "Code")), those provisions of such other agreement or contract will be deemed to be incorporated into and made a part of this Agreement, and will control in the event of any difference between the provisions of this Agreement and the terms of such other agreement or contract, in respect to specific subject matters addressed in both documents.

**7. Interpretation of Agreement and Plan.**

The Committee shall have sole power and discretion to interpret and construe any provisions of this Agreement or the Plan. Any such interpretation or construction made by the Committee shall be final and conclusive.

**8. Compliance with U.S. Tax Law.**

The Participant understands and agrees that notwithstanding anything herein to the contrary, this Agreement, and the Award made hereby, shall be administered in accordance with the applicable provisions of the Code, including but not limited to, Section 409A of the Code. The Award granted hereby is intended to be exempt from Section 409A of the Code under the "short-term deferral" exemption, and will be administered and interpreted in accordance with that intent, but in no event does the Company guarantee such exemption, and the Committee has

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no responsibility to take, or to refrain from taking, any actions in order to achieve a certain tax result for the Participant.

**9. Rights Unsecured.**

The Participant's right to receive any distribution hereunder shall be an unsecured claim against the general assets of the Company, and the Participant shall not have any rights in or against any specific assets of the Company. The Company's obligation under this Agreement shall be that of an unfunded and unsecured promise to make a payment of cash, if any, to the Participant in the future.

**10. Grant Not to Affect Employment.**

The Award granted hereunder shall not be construed as a contract, express or implied, guaranteeing employment for any specific duration, and the Participant's employment with the Company remains at-will.

**11. Severability.**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Unless such an invalid or unenforceable provision can be appropriately reformed or modified, this Agreement shall be construed as if such provision were omitted.

**12. Headings.**

The headings contained in this Agreement are not part of the provisions hereof and shall have no force or effect.

**13. Entire Agreement.**

This Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions, negotiations, understandings, commitments, and agreements with respect to such matters.

**14. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to the conflicts of laws provisions thereof. The Participant agrees to submit to the jurisdiction of state or federal courts in Delaware for adjudication of complaints filed regarding this Agreement and/or the Plan.

**15. Participant Acknowledgement.**

The Participant acknowledges that he has had sufficient time to consider this Agreement and to seek legal consultation, has fully read and understands both this Agreement and the Plan, and is signing this Agreement voluntarily.

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**DAVID BATES**

Dated: \_\_\_\_\_

**XPO, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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**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, 2023** **March 31, 2024** of XPO, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

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

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

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

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

/s/ Mario Harik

Mario Harik

Chief Executive Officer

(Principal Executive Officer)

Date: **October 30, 2023** **May 3, 2024**

**Exhibit 31.2**

#### CERTIFICATION

I, Kyle Wismans, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended **September 30, 2023** **March 31, 2024** of XPO, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

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

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

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

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

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

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

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

/s/ Kyle Wismans  
\_\_\_\_\_  
Kyle Wismans  
Chief Financial Officer  
(Principal Financial Officer)

Date: **October 30, 2023** **May 3, 2024**

**Exhibit 32.1**

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER**

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Executive Officer of XPO, Inc. (the "Company"), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended **September 30, 2023** **March 31, 2024** (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

Date: **October 30, 2023** **May 3, 2024**

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**Exhibit 32.2**

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER**

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Financial Officer of XPO, Inc. (the "Company"), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended **September 30, 2023** **March 31, 2024** (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kyle Wismans  
\_\_\_\_\_  
Kyle Wismans  
Chief Financial Officer  
(Principal Financial Officer)

Date: **October 30, 2023** **May 3, 2024**

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