

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

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**Form 10-Q**

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(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, 2015

**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

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**XPO Logistics, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**03-0450326**

(I.R.S. Employer  
Identification No.)

**Five Greenwich Office Park  
Greenwich, CT**

(Address of principal executive offices)

**06831**

(Zip code)

**(855) 976-4636**

(Registrant's telephone number, including area code)

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

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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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

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 November 6, 2015, there were 108,375,625 shares of the registrant's common stock, par value \$0.001 per share, outstanding.

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Part I—Financial Information

Item 1. Financial Statements.

**XPO Logistics, Inc.**  
**Condensed Consolidated Balance Sheets**  
(In millions, except share and per share data)

	September 30, 2015	December 31, 2014
	(Unaudited)	
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 1,285.3	\$ 644.1
Accounts receivable, net of allowances of \$8.9 and \$9.8, respectively	1,647.2	543.8
Deferred tax asset, current	23.4	9.2
Other current assets	284.8	36.0
<b>Total current assets</b>	<b>3,240.7</b>	<b>1,233.1</b>
Property and equipment, net of \$144.6 and \$47.3 in accumulated depreciation, respectively	955.7	221.9
Goodwill	3,445.0	929.3
Identifiable intangible assets, net of \$158.9 and \$74.6 in accumulated amortization, respectively	1,159.4	341.5
Deferred tax asset, long-term	106.0	—
Other long-term assets	129.8	35.4
<b>Total long-term assets</b>	<b>5,795.9</b>	<b>1,528.1</b>
<b>Total assets</b>	<b>\$ 9,036.6</b>	<b>\$ 2,761.2</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 958.4	\$ 252.7
Accrued expenses, other	648.9	119.9
Current maturities of long-term debt	120.3	1.8
Deferred tax liability, current	28.1	—
Other current liabilities	193.1	6.7
<b>Total current liabilities</b>	<b>1,948.8</b>	<b>381.1</b>
Long-term debt	3,359.1	592.1
Deferred tax liability, long-term	345.3	74.5
Employee benefit obligations	106.7	—
Other long-term liabilities	136.9	58.4
<b>Total long-term liabilities</b>	<b>3,948.0</b>	<b>725.0</b>
Commitments and contingencies		
<b>Stockholders' equity:</b>		
Convertible perpetual preferred stock, \$.001 par value; 10,000,000 shares authorized; 72,885 and 73,335 of Series A shares issued and outstanding at September 30, 2015 and December 31, 2014, respectively	42.0	42.2
Common stock, \$.001 par value; 300,000,000 shares authorized; 108,373,631 and 77,421,683 shares issued and outstanding at September 30, 2015 and December 31, 2014, respectively	0.1	0.1
Additional paid-in capital	3,168.3	1,831.9
Accumulated deficit	(402.6)	(219.1)
Accumulated other comprehensive income	0.4	—
Noncontrolling interests	331.6	—
<b>Total stockholders' equity</b>	<b>3,139.8</b>	<b>1,655.1</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 9,036.6</b>	<b>\$ 2,761.2</b>

See accompanying notes to condensed consolidated financial statements.

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**XPO Logistics, Inc.**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**  
**(In millions, except per share data)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
<b>Revenue</b>	\$ 2,362.1	\$ 662.5	\$ 4,281.0	\$ 1,525.9
<b>Operating expenses</b>				
Cost of transportation and services	1,237.3	487.4	2,385.4	1,170.5
Direct operating expense	798.1	71.0	1,267.5	102.2
Sales, general and administrative expense	282.6	117.7	618.7	300.1
Total operating expenses	2,318.0	676.1	4,271.6	1,572.8
<b>Operating income (loss)</b>	44.1	(13.6)	9.4	(46.9)
Other expense	1.6	0.3	3.9	0.7
Foreign currency loss	14.5	—	34.6	—
Interest expense	61.5	17.8	120.9	31.3
<b>Loss before income tax benefit</b>	(33.5)	(31.7)	(150.0)	(78.9)
Income tax expense (benefit)	1.9	(20.1)	(21.3)	(25.2)
<b>Net loss</b>	(35.4)	(11.6)	(128.7)	(53.7)
Preferred stock beneficial conversion charge	(52.0)	—	(52.0)	—
Cumulative preferred dividends	(0.7)	(0.7)	(2.2)	(2.2)
Net income attributable to noncontrolling interests	(5.0)	—	(0.6)	—
<b>Net loss attributable to common shareholders</b>	\$ (93.1)	\$ (12.3)	\$ (183.5)	\$ (55.9)
<b>Basic loss per share</b>	\$ (0.94)	\$ (0.23)	\$ (2.10)	\$ (1.13)
<b>Diluted loss per share</b>	\$ (0.94)	\$ (0.23)	\$ (2.10)	\$ (1.13)
<b>Weighted average common shares outstanding</b>				
Basic weighted average common shares outstanding	98.6	54.5	87.3	49.5
Diluted weighted average common shares outstanding	98.6	54.5	87.3	49.5

See accompanying notes to condensed consolidated financial statements.

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**XPO Logistics, Inc.**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**(Unaudited)**  
**(In millions)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
<b>Net loss</b>	\$ (35.4)	\$ (11.6)	\$ (128.7)	\$ (53.7)
Less: Net income attributable to noncontrolling interests	(5.0)	—	(0.6)	—
<b>Net loss attributable to the Company</b>	<u>\$ (40.4)</u>	<u>\$ (11.6)</u>	<u>\$ (129.3)</u>	<u>\$ (53.7)</u>
<b>Other comprehensive (loss) income</b>				
Foreign currency translation (losses) gains, net of tax effect of \$0.0, \$0.0, \$0.0 and \$0.0	\$ (6.3)	\$ —	\$ (0.6)	\$ —
Unrealized gains (losses) on cash flow and net investment hedges, net of tax effect of \$0.1, \$0.0, \$0.1 and \$0.0	16.2	—	(17.0)	—
Change in defined benefit plans liability, net of tax effect of \$(2.5), \$0.0, \$(5.4) and \$0.0	9.9	—	21.4	—
<b>Other comprehensive income</b>	<u>19.8</u>	<u>—</u>	<u>3.8</u>	<u>—</u>
Less: Other comprehensive loss (income) attributable to noncontrolling interests	1.8	—	(3.4)	—
<b>Other comprehensive income attributable to the Company</b>	<u>\$ 21.6</u>	<u>\$ —</u>	<u>\$ 0.4</u>	<u>\$ —</u>
<b>Comprehensive loss</b>	<u>\$ (15.6)</u>	<u>\$ (11.6)</u>	<u>\$ (124.9)</u>	<u>\$ (53.7)</u>
Less: Comprehensive income attributable to noncontrolling interests	(3.2)	—	(4.0)	—
<b>Comprehensive loss attributable to the Company</b>	<u>\$ (18.8)</u>	<u>\$ (11.6)</u>	<u>\$ (128.9)</u>	<u>\$ (53.7)</u>

See accompanying notes to condensed consolidated financial statements.

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

	Nine Months Ended September 30,	
	2015	2014
<b>Operating activities</b>		
Net loss	\$ (128.7)	\$ (53.7)
<b>Adjustments to reconcile net loss to net cash from operating activities</b>		
Provisions for allowance for doubtful accounts	2.1	5.1
Depreciation and amortization	191.9	63.8
Stock compensation expense	19.7	5.6
Accretion of debt	4.7	4.2
Deferred tax benefit	(41.9)	(28.7)
Gain on sale of assets	(7.6)	—
Loss on foreign currency transactions	11.9	—
Other	2.5	2.3
<b>Changes in assets and liabilities, net of effects of acquisitions:</b>		
Accounts receivable	(2.3)	(73.5)
Income tax receivable	27.5	2.9
Prepaid expense and other assets	5.0	1.3
Accounts payable	(59.9)	39.7
Accrued expenses and other liabilities	14.5	17.7
<b>Cash flows provided (used) by operating activities</b>	<u>39.4</u>	<u>(13.3)</u>
<b>Investing activities</b>		
Acquisition of businesses, net of cash acquired	(1,609.8)	(813.7)
Loss on forward contract related to acquisition	(9.7)	—
Payment for purchases of property and equipment	(114.4)	(21.6)
Proceeds from sale of assets	38.7	0.4
<b>Cash flows used by investing activities</b>	<u>(1,695.2)</u>	<u>(834.9)</u>
<b>Financing activities</b>		
Proceeds from preferred stock and common stock offerings	1,260.0	1,131.3
Payment for equity issuance costs	(31.9)	(33.4)
Proceeds from issuance of long-term debt	2,596.7	500.0
Payment for debt issuance costs	(7.9)	(10.4)
Repayment of long-term debt	(1,067.4)	—
Proceeds from borrowing on revolving credit facility	—	130.0
Repayment of borrowings on revolving credit facility	—	(205.0)
Bank overdrafts	14.4	—
Purchase of noncontrolling interests	(459.7)	—
Dividends paid to preferred stockholders	(2.2)	(2.2)
Other	0.2	(3.5)
<b>Cash flows provided by financing activities</b>	<u>2,302.2</u>	<u>1,506.8</u>
Effect of exchange rates on cash	(5.2)	—
<b>Net increase in cash</b>	641.2	658.6
<b>Cash and cash equivalents, beginning of period</b>	644.1	21.5
<b>Cash and cash equivalents, end of period</b>	<u>\$ 1,285.3</u>	<u>\$ 680.1</u>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid for interest	\$ 93.5	\$ 15.3
Cash paid (received) for income taxes	\$ 0.5	\$ (1.1)
Equity portion of acquisition purchase price	\$ 1.5	\$ 138.3
Equity issued upon conversion of debt	\$ 42.3	\$ 10.5

See accompanying notes to condensed consolidated financial statements.

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**XPO Logistics, Inc.**  
**Condensed Consolidated Statements of Changes in Stockholders' Equity**  
**For the Nine Months Ended September 30, 2015**  
**(Unaudited)**  
**(In millions, except for share data)**

	Series A Preferred Stock		Series C Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income/(Loss)				Total
	Shares	Amount	Shares	Amount	Shares	Amount			Foreign Currency Translation Adjustments	Cash Flow & Net Investment Hedges	Employee Benefit Plans	Non-controlling Interests	
<b>Balance, December 31, 2014</b>	<b>73</b>	<b>\$ 42.2</b>	<b>—</b>	<b>\$ —</b>	<b>77,422</b>	<b>\$ 0.1</b>	<b>\$ 1,831.9</b>	<b>\$ (219.1)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$1,655.1</b>
Net loss	—	—	—	—	—	—	—	(128.7)	—	—	—	—	\$ (128.7)
Other comprehensive income (loss), net of \$5.3 total tax effect	—	—	—	—	—	—	—	—	(0.6)	(17.0)	21.4	—	\$ 3.8
Transfer to noncontrolling interest from redeemable noncontrolling interest	—	—	—	—	—	—	4.2	—	—	—	—	320.4	\$ 324.6
Acquisition of noncontrolling interests and current year activity	—	—	—	—	—	—	—	(0.6)	0.5	0.3	(4.2)	11.2	\$ 7.2
Exercise of warrants and stock options and other	—	—	—	—	338	—	0.7	—	—	—	—	—	\$ 0.7
Conversion of Series A preferred stock to common stock	—	(0.2)	—	—	64	—	0.2	—	—	—	—	—	\$ —
Proceeds from issuance of preferred stock, net of issuance costs	—	—	563	548.5	—	—	—	—	—	—	—	—	\$ 548.5
Conversion of Series C preferred stock to common stock	—	—	(563)	(548.5)	12,501	—	548.5	—	—	—	—	—	\$ —
Deemed distribution for recognition of beneficial conversion feature on preferred stock	—	—	—	—	—	—	52.0	(52.0)	—	—	—	—	\$ —
Proceeds from issuance of common stock, net of issuance costs	—	—	—	—	15,499	—	679.6	—	—	—	—	—	\$ 679.6
Issuance of common stock for acquisitions	—	—	—	—	38	—	1.5	—	—	—	—	—	\$ 1.5
Issuance of common stock upon conversion of senior notes, net of tax	—	—	—	—	2,512	—	40.0	—	—	—	—	—	\$ 40.0
Dividend paid	—	—	—	—	—	—	—	(2.2)	—	—	—	—	\$ (2.2)
Stock compensation expense	—	—	—	—	—	—	9.7	—	—	—	—	—	\$ 9.7

<b>Balance, September 30, 2015</b>	<u>73</u>	<u>\$ 42.0</u>	<u>—</u>	<u>\$ —</u>	<u>108,374</u>	<u>\$ 0.1</u>	<u>\$ 3,168.3</u>	<u>\$ (402.6)</u>	<u>\$ (0.1)</u>	<u>\$ (16.7)</u>	<u>\$ 17.2</u>	<u>\$ 331.6</u>	<u>\$3,139.8</u>
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See accompanying notes to condensed consolidated financial statements.

**XPO Logistics, Inc.**  
**Notes to Condensed Consolidated Financial Statements**  
**Three and Nine Months Ended September 30, 2015 and 2014**  
**(Unaudited)**  
**(In millions)**

**1. Organization**

*Nature of Business*

As of September 30, 2015, prior to its acquisition of Con-way Inc. (“Con-way”), XPO Logistics, Inc. and its subsidiaries (“XPO” or the “Company”) provide comprehensive supply chain solutions to more than 30,000 customers through an integrated network of over 56,000 employees and 900 locations in 27 countries. The Company’s customers are multinational, national, mid-size and small enterprises, and include many of the most prominent companies in the world. XPO runs its business on a global basis, with two reportable segments: Logistics and Transportation. For information regarding the Company’s acquisition of Con-way, which was completed on October 30, 2015, and a description of the scope of the Company’s businesses following the Con-way acquisition, refer to **Note 18—Subsequent Events**.

In the Logistics segment, the Company provides a range of contract logistics services, including highly engineered and customized solutions, value-added warehousing and distribution, and other inventory solutions. The Company performs e-commerce fulfillment, reverse logistics, storage, factory support, aftermarket support, integrated manufacturing, packaging, labeling, distribution and transportation, as well as optimization services such as supply chain consulting and production flow management.

As of September 30, 2015, prior to its acquisition of Con-way, the Company operated approximately 129 million square feet (12.1 million square meters) of contract logistics facility space worldwide, with about 50 million square feet (4.7 million square meters) of that capacity in the United States.

In the Transportation segment, the Company provides multiple services to facilitate the movement of raw materials, parts and finished goods. The Company accomplishes this by using its proprietary transportation management technology, third-party carriers and Company-owned trucks. The Company manages all aspects of these services, including the selection of qualified carriers, rate negotiations, the tracking of shipments, billing and dispute resolution. XPO’s services encompass:

- Truckload and less-than truckload transportation and brokerage, intermodal brokerage, and last mile logistics services, all of which are arranged using relationships with subcontracted motor and rail carriers and independent technicians, as well as independent contract drivers and vehicles that are owned and operated by the Company;
- The management of expedite shipments, which are urgent, time-critical shipments sold to customers in North America through direct transacting and through XPO’s web-based technology. Expedite ground services are provided through a fleet of vehicles that are owned and operated by independent contract drivers, and through contracted third-party motor carriers. For expedite shipments requiring air charter, service is arranged using the Company’s relationships with third-party air carriers; and
- Global forwarding, including ground, air and ocean transportation services for customers with domestic and international supply chain requirements. The Company’s global forwarding transportation services are sold and facilitated through a network of Company-owned and independently-owned offices in North America, South America, Europe and Asia.

All of the Company’s businesses operate as the single global brand of XPO Logistics. Under the Company’s cross-selling customer service initiative, all services are offered to all customers to fulfill their supply chain requirements.

For specific financial information relating to the above segments, refer to **Note 17—Segment Reporting**.

**2. Basis of Presentation and Significant Accounting Policies**

*Basis of Presentation*

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) and in accordance with the instructions to Form 10-Q. Certain information and note disclosures normally included in annual financial statements have been condensed or omitted pursuant to those rules and regulations. However, management believes that the disclosures contained herein are adequate to make the information presented not misleading.

These unaudited condensed consolidated financial statements reflect, in the opinion of the Company, all material adjustments (which include only normal recurring adjustments) necessary to fairly present the Company’s financial position as

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of September 30, 2015 and December 31, 2014, and results of operations for the three- and nine-month periods ended September 30, 2015 and 2014. Intercompany transactions have been eliminated in the condensed consolidated balance sheets and results of operations. Where the presentation of these intercompany eliminations differs between the consolidated and reportable segment financial statements, reconciliations of certain line items are provided. The results of operations of acquired companies are included in the Company's results from the closing date of the acquisition and forward. Income or loss attributable to noncontrolling interests is deducted from net income/loss to determine net income/loss attributable to common shareholders.

These unaudited condensed consolidated financial statements and notes thereto should be read in conjunction with the audited consolidated financial statements and notes thereto for the fiscal year ended December 31, 2014 that are set forth in the Company's Annual Report on Form 10-K, a copy of which is available on the SEC's website ([www.sec.gov](http://www.sec.gov)). Results of operations for interim periods are not necessarily indicative of results to be expected for a full year.

### ***Consolidation***

The Company's financial statements consolidate all of its affiliates in which it has a controlling financial interest, most often because the Company holds a majority voting interest. To determine if the Company holds a controlling financial interest in an entity, the Company first evaluates if it is required to apply the variable interest entity ("VIE") model to the entity; otherwise the entity is evaluated under the voting interest model.

Where the Company holds current or potential rights that give it the power to direct the activities of a VIE that most significantly impact the VIE's economic performance combined with a variable interest that gives the Company the right to receive potentially significant benefits or the obligation to absorb potentially significant losses, the Company has a controlling financial interest in that VIE. Rights held by others to remove the party with power over the VIE are not considered unless one party can exercise those rights unilaterally. When changes occur to the design of an entity, the Company reconsiders whether it is subject to the VIE model. The Company continuously evaluates whether it has a controlling financial interest in a VIE.

The Company holds a controlling financial interest in other entities where it currently holds, directly or indirectly, more than 50% of the voting rights or where it exercises control through substantive participating rights or as a general partner. Where the Company is a general partner, it considers substantive removal rights held by other partners in determining if it holds a controlling financial interest. The Company reevaluates whether it has a controlling financial interest in these entities when its voting or substantive participating rights change.

Associated companies are unconsolidated VIE's and other entities in which the Company does not have a controlling financial interest, but over which it has significant influence, most often because the Company holds a voting interest of 20% to 50%. Associated companies are accounted for as equity method investments. Results of associated companies are presented on a one-line basis in other income/expense. Investments in, and advances to, associated companies are presented on a one-line basis in the other long-term assets line item in the condensed consolidated balance sheet, net of allowance for losses, which represents the Company's best estimate of probable losses inherent in such assets.

### ***Use of Estimates***

The Company prepares its unaudited condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. These principles require management to make estimates and assumptions that impact the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expense during the reporting period. The Company reviews its estimates on a regular basis and makes adjustments based on historical experience and existing and expected future conditions. Estimates are made with respect to, among other matters, recognition of revenue, costs of transportation and services, direct operating expenses, estimated useful lives of property and equipment, recoverability of goodwill and long-lived assets, estimated legal accruals, estimated restructuring accruals, estimated employee benefit obligations, valuation allowances for deferred taxes, reserve for uncertain tax positions, probability of achieving performance targets for vesting of performance-based restricted stock units, and allowance for doubtful accounts. These evaluations are performed and adjustments are made as information is available. Management believes that these estimates, which have been discussed with the Audit Committee of the Company's Board of Directors, are reasonable; however, actual results could differ from these estimates.

### **Significant Accounting Policies**

#### ***Revenue Recognition***

The Company generally recognizes revenue at the point in time when delivery is completed and the shipping terms of the contract have been satisfied, or in the case of the Company's Logistics segment, based on specific, objective criteria within the

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provisions of each contract as described below. Related costs of delivery and service are accrued and expensed in the same period the associated revenue is recognized. Revenue is recognized once the following criteria have been satisfied:

- Persuasive evidence of an arrangement exists;
- Services have been rendered;
- The sales price is fixed or determinable; and
- Collectability is reasonably assured.

The Company's Logistics segment recognizes a significant portion of its revenue based on objective criteria that do not require significant estimates or uncertainties. Revenues on cost-reimbursable contracts are recognized by applying a factor to costs as incurred, such factor being determined by the contract provisions. Revenues on unit-price contracts are recognized at the contractual selling prices or as work is completed. Revenues on time and material contracts are recognized at the contractual rates as the labor hours and direct expenses are incurred. Revenues from fixed-price contracts are recognized as services are provided, unless revenues are earned and obligations fulfilled in a different pattern. Certain contracts provide for labor handling charges to be billed for both incoming and outgoing handling of goods at the time the goods are received in a warehouse. For these contracts, revenue is recognized immediately for the amounts representing handling of incoming goods and deferred revenue is recorded for the performance of services related to the handling of outgoing goods, which is recognized once the related goods leave the warehouse. Storage revenue is recognized as it is earned based on the length of time the related product is stored in the warehouse. Generally, the contracts contain provisions for adjustments to future pricing based upon changes in volumes, services and other market conditions, such as inflation. Revenues relating to such incentive or contingency payments are recorded when the contingency is satisfied and the Company concludes the amounts are earned.

For all lines of business (other than the Company's managed expedited freight business and the Company's Logistics segment with respect to those transactions where its contract logistics business is serving as the customer's agent in arranging purchased transportation), the Company reports revenue on a gross basis in accordance with the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 605, "*Reporting Revenue Gross as Principal Versus Net as an Agent*." The Company believes presentation on a gross basis is appropriate under ASC Topic 605 in light of the following factors:

- The Company is the primary obligor and is responsible for providing the service desired by the customer.
- The customer holds the Company responsible for fulfillment, including the acceptability of the service (requirements may include, for example, on-time delivery, handling freight loss and damage claims, establishing pick-up and delivery times, tracing shipments in transit, and providing contract-specific services).
- For the Company's expedited, truck brokerage, last mile and intermodal businesses, the Company has complete discretion to select contractors or other transportation providers (collectively, "service providers"). For its freight forwarding business, the Company enters into agreements with significant service providers that specify the cost of services, among other things, and has ultimate authority in providing approval for all service providers that can be used by its independently-owned stations. Independently-owned stations may further negotiate the cost of services with approved service providers for individual customer shipments.
- The Company has complete discretion to establish sales and contract pricing. North American independently-owned stations within its global forwarding business have the discretion to establish sales prices.
- The Company bears credit risk for all receivables. In the case of global forwarding, the North American independently-owned stations reimburse the Company for a portion (typically 70-80%) of credit losses. The Company retains the risk that the independent station owners will not meet this obligation.

For certain of the Company's subsidiaries in both of its segments, revenue is recognized on a net basis in accordance with ASC Topic 605 because the Company does not serve as the primary obligor. The Company's global forwarding operations collects certain taxes and duties on behalf of their customers as part of the services offered and arranged for international shipments. The Company presents these collections on a net basis.

### ***Other Current Assets***

Other current assets consist primarily of value-added tax and income tax receivables; prepaid expenses; miscellaneous receivables; inventory; and other current assets. Inventories are stated at cost using the weighted average cost method and consist primarily of diesel fuel, vehicle spare parts and various consumable supplies. The following table outlines the Company's other current assets as of September 30, 2015 and December 31, 2014 (in millions):

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	As of September 30, 2015	As of December 31, 2014
Value-added tax and income tax receivables	\$ 117.9	\$ 15.4
Prepaid expenses	91.3	13.2
Miscellaneous receivables	37.5	5.4
Inventory	25.5	1.3
Other current assets	12.6	0.7
Total Other Current Assets	<u>\$ 284.8</u>	<u>\$ 36.0</u>

### **Property and Equipment**

Property and equipment are generally recorded at cost or in the case of acquired property and equipment at fair value at the date of acquisition. Maintenance and repair expenditures are charged to expense as incurred. When assets are sold, the applicable costs and accumulated depreciation are removed from the accounts, and any gain or loss is included in income. For internally-developed software, the Company has adopted the provisions of ASC Topic 350, “*Intangibles—Goodwill and Other*.” Accordingly, certain costs incurred in the planning and evaluation stage of internally-developed computer software are expensed as incurred. Costs incurred during the application development stage are capitalized and included in property and equipment. Capitalized internally-developed software also includes the fair value of acquired internally-developed technology.

Depreciation is computed on a straight-line basis over the estimated useful lives of the assets as follows:

<u>Classification</u>	<u>Estimated Useful Life</u>
Buildings and leasehold improvements	Term of lease to 40 years
Vehicles, trailers and tankers	5 to 13 years
Rail cars, container and chassis	15 to 30 years
Machinery and equipment	5 to 10 years
Office and warehouse equipment	5 to 10 years
Computer software and equipment	3 to 5 years

For additional information, refer to **Note 7—Property and Equipment**.

### **Goodwill**

Goodwill consists of the excess of cost over the fair value of net assets acquired in business combinations. The Company follows the provisions of ASC Topic 350, “*Intangibles—Goodwill and Other*,” which requires an annual impairment test for goodwill. The Company may first choose to perform a qualitative evaluation of the likelihood of goodwill impairment. If the Company determines a quantitative evaluation is necessary, the goodwill at the reporting unit is subject to a two-step impairment test. The first step compares the book value of a reporting unit, including goodwill, with its fair value. If the book value of a reporting unit exceeds its fair value, the Company completes the second step in order to determine the amount of goodwill impairment loss that should be recorded. In the second step, the Company determines an implied fair value of the reporting unit's goodwill by allocating the fair value of the reporting unit to all of the assets and liabilities other than goodwill. The amount of impairment is equal to the excess of the book value of goodwill over the implied fair value of that goodwill. The Company performs the annual impairment testing during the third quarter unless events or circumstances indicate impairment of the goodwill may have occurred before that time. For the periods presented, the Company did not recognize any goodwill impairment as the estimated fair value of its reporting units with goodwill exceeded the book value of these reporting units. For each of the Company's reporting units, the excess of the fair value over the book value ranged from 87% to over 100%. Given the recent June 2015 acquisition of Norbert Dentressangle SA, the Company performed a qualitative evaluation of the likelihood of goodwill impairment on the former Norbert Dentressangle SA, concluding that no goodwill impairment exists at this time. For additional information, refer to **Note 9—Goodwill**.

### **Intangible Assets with Definite Lives**

The Company's intangible assets subject to amortization consist of customer relationships, carrier relationships, trade names, non-compete agreements, and other intangibles. Customer relationships and trade names are amortized on an accelerated basis over the period of economic benefit based on the estimated cash flows attributable to the related intangible assets. Non-compete agreements, carrier relationships and other intangibles are amortized on a straight-line basis over the estimated useful lives of the related intangible asset. The range of estimated useful lives and the weighted-average useful lives of the respective intangible assets by type are as follows:

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<u>Classification</u>	<u>Estimated Useful Life</u>	<u>Weighted-Average Amortization Period</u>
Customer relationships	3 to 14 years	12.05 years
Carrier relationships	2 years	2.00 years
Trade names	3 to 3.5 years	3.06 years
Non-compete agreements	Term of agreement	4.57 years
Other intangible assets	1.5 to 5 years	4.24 years

For additional information, refer to **Note 8—Intangible Assets**.

### ***Accrued Expenses, Other***

Accrued expenses, other consist primarily of accrued salaries and wages; accrued value-added tax and other taxes; accrued interest on the Company's outstanding debt; accrued estimated litigation liabilities; accrued purchased services; accrued insurance claims; and other accrued expenses, including accrued transportation and facility charges accrued equipment costs and maintenance. The following table outlines the Company's accrued expenses, other as of September 30, 2015 and December 31, 2014 (in millions):

	<u>As of September 30, 2015</u>	<u>As of December 31, 2014</u>
Accrued salaries and wages	\$ 325.1	\$ 50.1
Accrued value-added tax and other taxes	137.9	1.3
Accrued interest	49.8	15.1
Accrued estimated litigation liabilities	47.8	11.5
Accrued purchased services	24.5	18.9
Accrued insurance claims	14.4	5.8
Other accrued expenses	49.4	17.2
Total Accrued Expenses, Other	<u>\$ 648.9</u>	<u>\$ 119.9</u>

### ***Other Current Liabilities***

Other current liabilities consist primarily of deferred revenue; bank overdrafts; estimated acquisition earn-out liability; current portion of interest rate swap liability; and other current liabilities. Bank overdrafts represent short-term loans and are classified as liabilities on the condensed consolidated balance sheets and financing cash flows in the condensed consolidated statements of cash flows. The following table outlines the Company's other current liabilities as of September 30, 2015 and December 31, 2014 (in millions):

	<u>As of September 30, 2015</u>	<u>As of December 31, 2014</u>
Deferred revenue	\$ 61.0	\$ 0.5
Bank overdrafts	57.5	—
Acquisition earn-out liability	29.1	—
Current portion of interest rate swap liability	5.0	—
Other current liabilities	40.5	6.2
Total Other Current Liabilities	<u>\$ 193.1</u>	<u>\$ 6.7</u>

### ***Fair Value Measurements***

FASB ASC Topic 820, "Fair Value Measurements and Disclosures," defines fair value 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 and classifies the inputs used to measure fair value into the following hierarchy:

- **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

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- **Level 3**—Valuations based on inputs that are unobservable, generally utilizing pricing models or other valuation techniques that reflect management’s judgment and estimates.

The aggregate net fair value estimates are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain financial instruments approximated their fair values as of September 30, 2015 and December 31, 2014, respectively. These financial instruments include cash, accounts receivable, notes receivable, accounts payable, accrued expense, and current maturities of long-term debt. Fair values approximate carrying values for these financial instruments since they are short-term in nature and are receivable or payable on demand. The fair value of the asset financing approximates carrying value since the debt is primarily issued at a floating rate, may be prepaid any time at par without penalty and the remaining life is short-term in nature.

The carrying amounts for money market funds are a reasonable estimate of fair value and quoted market prices are available. The fair value of the Company's Senior Notes due 2022, Senior Notes due 2019, and convertible senior notes was estimated using quoted market prices for identical instruments in active markets. The fair value of the Company's Senior Notes due 2021 and Euro private placement notes due 2020 was estimated using inputs that are readily available market inputs for long-term debt with similar terms and maturities. For additional information refer to **Note 6—Debt**. The Company's cross-currency swap and interest rate swap derivatives include over-the-counter derivatives that are primarily valued using models that rely on observable market inputs, such as currency exchange rates and yield curves. For additional information refer to **Note 15—Derivative Instruments**. The following table summarizes the carrying value and estimated fair value of the Company's financial instruments as of September 30, 2015 and December 31, 2014 (in millions):

	As of September 30, 2015				
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Money market funds	\$ 376.4	\$ 376.4	\$ 376.4	\$ —	\$ —
Derivative instruments	(29.4)	(29.4)	—	(29.4)	—
Senior notes due 2022	1,600.0	1,359.8	1,359.8	—	—
Senior notes due 2021	560.2	485.9	—	485.9	—
Senior notes due 2019	914.0	877.5	877.5	—	—
Convertible senior notes	59.1	98.2	98.2	—	—
Euro private placement notes due 2020	14.9	13.6	—	13.6	—

  

	As of December 31, 2014				
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Money market funds	\$ 330.8	\$ 330.8	\$ 330.8	\$ —	\$ —
Senior notes due 2019	500.0	527.5	527.5	—	—
Convertible senior notes	91.9	271.3	271.3	—	—

### **Derivative Instruments**

The Company records all derivative instruments in the condensed consolidated balance sheets as assets or liabilities at fair value. The Company’s accounting treatment for changes in the fair value of derivative instruments depends on whether the instruments have been designated and qualify as part of a hedging relationship and, further, on the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, the Company must designate the derivative based upon the exposure being hedged. The effective portions of cash flow hedges are recorded in accumulated other comprehensive income in the condensed consolidated balance sheets until the hedged item is recognized in earnings. The effective portions of net investment hedges are recorded in accumulated other comprehensive income in the condensed consolidated balance sheets as a part of the cumulative translation adjustment. The ineffective portions of cash flow hedges and net investment hedges are recorded in interest expense in the condensed consolidated statements of operations. Derivatives that are not designated as hedging instruments are adjusted to fair value through earnings and are recorded in other expense in the condensed consolidated statements of operations.

For additional information, refer to **Note 15—Derivative Instruments**.

### **Defined Benefit Pension Plans**

Defined benefit pension plan obligations are calculated using various actuarial assumptions and methodologies. Assumptions include discount rates, inflation rates, expected long-term rate of return on plan assets, mortality rates, and other factors. The assumptions used in recording the projected benefit obligation and fair value of plan assets represent the

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Company's best estimates based on information available regarding historical experience and factors that may cause future expectations to differ from past experiences. Differences in actual experience or changes in assumptions could materially impact the Company's obligation and future expense amounts.

The impact of plan amendments and actuarial gains and losses are recorded in accumulated other comprehensive income, and are generally amortized as a component of net periodic benefit cost over the remaining service period of the active employees covered by the defined benefit pension plans. Unamortized gains and losses are amortized only to the extent they exceed 10% of the higher of the fair value of plan assets or the projected benefit obligation of the respective plan.

For additional information, refer to **Note 13—Employee Benefit Plans**.

### **Foreign Currency Translation and Transactions**

The assets and liabilities of foreign subsidiaries that use the local currency as their functional currency are translated to U.S. dollars ("USD") using the exchange rate prevailing at each balance sheet date, with balance sheet currency translation adjustments recorded in accumulated other comprehensive income in the condensed consolidated balance sheets. The assets and liabilities of foreign subsidiaries whose local currency is not their functional currency are remeasured from their local currency to their functional currency and then translated to USD. The results of operations of the Company's foreign subsidiaries are translated to USD using average exchange rates prevailing for each period presented. Foreign currency transactions recognized in the condensed consolidated statements of operations are converted to USD by applying the exchange rate prevailing on the date of the transaction. Gains and losses arising from foreign currency transactions and the effects of remeasuring monetary assets and liabilities are recorded in foreign currency loss in the condensed consolidated statements of operations.

Foreign currency transaction and remeasurement (gains)/losses were \$14.5 million and \$0.0 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$34.6 million and \$0.0 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

## **3. Acquisitions**

### **2015 Acquisitions**

#### ***Norbert Dentressangle SA***

On April 28, 2015, XPO entered into (1) a Share Purchase Agreement (the "Share Purchase Agreement") relating to Norbert Dentressangle SA, a French *société anonyme* ("ND"), among Dentressangle Initiatives, a French *société par actions simplifiée*, Mr. Norbert Dentressangle, Mrs. Evelyne Dentressangle, Mr. Pierre-Henri Dentressangle, Ms. Marine Dentressangle and XPO and (2) a Tender Offer Agreement (the "Tender Offer Agreement" and, together with the Share Purchase Agreement, the "ND Transaction Agreements") between XPO and ND. The ND Transaction Agreements provided for the acquisition of a majority stake in ND by XPO, followed by an all-cash simplified tender offer by XPO to acquire the remaining outstanding shares.

On June 8, 2015, pursuant to the terms and subject to the conditions of the Share Purchase Agreement, Dentressangle Initiatives, Mrs. Evelyne Dentressangle, Mr. Pierre-Henri Dentressangle and Ms. Marine Dentressangle (collectively, the "Sellers") sold to XPO and XPO purchased from the Sellers (the "Share Purchase"), all of the ordinary shares of ND owned by the Sellers, representing a total of approximately 67% of the share capital of ND and all of the outstanding share subscription warrants granted by ND to employees, directors or other officers of ND and its affiliates. Total cash consideration paid for the majority interest in the share capital of ND and settlement of the warrants was €1,437.0 million, or \$1,603.9 million, excluding acquired debt. Consideration included only the portion of the fair value of the warrants attributable to service performed prior to the acquisition date. The remaining balance was recorded as compensation expense in the post-combination period. In conjunction with the Share Purchase Agreement, the Company agreed to settle certain performance stock awards of ND. Similar to the warrants, the consideration of €11.8 million, or \$13.2 million, included only the portion of the fair value attributable to service performed prior to the acquisition date with the balance recorded as compensation expense in the post-combination period. The performance share settlement will be paid in cash with 50% of the awards paid 18 months from the acquisition date and the remaining 50% paid in 36 months. Further, as a result of the acquisition, the Company repaid certain indebtedness and related interest rate swap liabilities of ND totaling €634.1 million, or \$711.3 million.

On June 11, 2015, XPO filed with the French *Autorité des Marchés Financiers* (the "AMF") a mandatory simplified cash offer (the "Tender Offer") to purchase all of the outstanding ordinary shares of ND (other than the shares already owned by XPO) at a price of €217.50 per share. On June 23, 2015, the Company received the necessary approval from the AMF to launch the Tender Offer and the Tender Offer was launched on June 25, 2015. The Tender Offer remained open for a period of 16 trading days. As of September 30, 2015, the Company purchased 1,921,553 shares under the Tender Offer and acquired a total of approximately 86.25% of the share capital of ND. The total fair value of the consideration provided for the noncontrolling

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interest in ND at the acquisition date is €702.5 million, or \$784.2 million, which is based on the quoted market price of ND shares on the acquisition date. Total consideration is summarized in the table below in Euros (“EUR”) and USD:

	In EUR	In USD
Cash consideration	€ 1,437.0	\$ 1,603.9
Liability for performance share settlement	11.8	13.2
Repayment of indebtedness	634.1	711.3
Noncontrolling interests	702.5	784.2
Cash acquired	(134.6)	(151.0)
Total consideration	<u>€ 2,650.8</u>	<u>\$ 2,961.6</u>

The ND Share Purchase was accounted for as a business combination in accordance with ASC 805 “*Business Combinations*.” Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their estimated fair values as of June 8, 2015, with the remaining unallocated purchase price recorded as goodwill. Goodwill represents the expected synergies and cost rationalization from the merger of operations as well as intangible assets that do not qualify for separate recognition such as an assembled workforce. The following table outlines the consideration transferred and purchase price allocation at the respective estimated fair values as of June 8, 2015 (in millions):

Consideration	<u>\$ 2,961.6</u>
Accounts receivable	1,063.5
Prepaid and other current assets	309.1
Income tax receivable	41.4
Deferred tax assets	120.5
Restricted cash	6.3
Property and equipment	727.6
Trade name covenants	40.0
Non-compete agreements	5.6
Customer relationships	817.0
Other long-term assets	11.5
Accounts payable	(803.7)
Accrued salaries & wages	(237.0)
Accrued expenses	(180.1)
Other current liabilities	(153.0)
Interest rate swap liabilities	(10.9)
Long-term debt	(637.2)
Deferred tax liabilities	(355.3)
Employee benefit obligations	(141.4)
Other long-term liabilities	(79.3)
Noncontrolling interests	(7.8)
Goodwill	<u>\$ 2,424.8</u>

As of September 30, 2015, the purchase price allocation is considered final, except for the fair value of property & equipment, favorable and unfavorable leasehold assets and liabilities, definite-lived intangible assets, taxes and assumed liabilities. Based on a preliminary allocation, \$1,188.2 million of the goodwill relates to the Transportation reportable segment and \$1,236.6 million of the goodwill relates to the Logistics reportable segment. The goodwill as a result of the acquisition is not deductible for local country income tax purposes. ND's revenue and operating income included in the Company's results for the nine-months ended September 30, 2015 were \$1,937.3 million and \$35.9 million, respectively.

### ***Bridge Terminal Transport, Inc.***

On May 4, 2015, the Company entered into a Stock Purchase Agreement with BTTS Holding Corporation to acquire all of the outstanding capital stock of Bridge Terminal Transport, Inc. (“BTT”), a leading asset-light drayage provider in the United States. The closing of the transaction was effective on June 1, 2015. The fair value of the total consideration paid under

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the BTT Stock Purchase Agreement was \$103.8 million and consisted of \$103.1 million of cash paid at the time of closing, including an estimate of the working capital adjustment, and \$0.7 million of equity.

The BTT acquisition was accounted for as a business combination in accordance with ASC Topic 805 “*Business Combinations*.” Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their estimated fair values as of June 1, 2015 with the remaining unallocated purchase price recorded as goodwill. As a result of the acquisition, the Company recorded goodwill of \$54.1 million and definite-lived intangible assets of \$30.0 million. All goodwill relates to the Transportation reportable segment and is not deductible for income tax purposes. As of September 30, 2015, the purchase price allocation is considered final, except for the settlement of any working capital adjustments and the fair value of taxes and assumed liabilities.

### ***UX Specialized Logistics***

On February 9, 2015, the Company entered into an Asset Purchase Agreement with Earlybird Delivery Systems, LLC to acquire all of the outstanding capital stock of UX Specialized Logistics, LLC (“UX”). The fair value of the total consideration paid under the UX Asset Purchase Agreement was \$58.9 million and consisted of \$58.1 million of cash paid at the time of closing, including an estimate of the working capital adjustment, and \$0.8 million of equity. UX provides last mile logistics and same day delivery services for major retail chains and e-commerce companies.

The UX acquisition was accounted for as a business combination in accordance with ASC Topic 805 “*Business Combinations*.” Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their estimated fair values as of February 9, 2015 with the remaining unallocated purchase price recorded as goodwill. As a result of the acquisition, the Company recorded goodwill of \$28.9 million and definite-lived intangible assets of \$18.8 million. All goodwill relates to the Transportation reportable segment and is fully deductible for income tax purposes. As of September 30, 2015, the purchase price allocation is considered final, except for the settlement of any working capital adjustments and the fair value of taxes and assumed liabilities.

## **2014 Acquisitions**

### ***New Breed Logistics***

On July 29, 2014, the Company entered into a definitive Agreement and Plan of Merger (the “New Breed Merger Agreement”) with New Breed Holding Company (“New Breed”), providing for the Company to acquire all of New Breed (the “New Breed Transaction”). New Breed is a provider of highly engineered contract logistics solutions for multi-national and medium-sized corporations and government agencies in the United States. The closing of the transaction was effective on September 2, 2014. At the closing, the Company paid \$615.9 million in cash including a \$1.1 million estimate of the working capital adjustment.

In conjunction with the New Breed Merger Agreement, the Company entered into a subscription agreement with Louis DeJoy, the Chief Executive Officer of New Breed. Pursuant to the subscription agreement, Mr. DeJoy purchased \$30.0 million of unregistered XPO common stock at a per share purchase price in cash equal to (1) the closing price of XPO common stock on the New York Stock Exchange on July 29, 2014 with respect to 50% of such purchase and (2) the closing price of XPO common stock on the New York Stock Exchange on the trading day immediately preceding September 2, 2014 with respect to the remaining 50% of such purchase. Due to the interrelationship between the New Breed Merger Agreement and the subscription agreement, the Company considers the substance of the consideration paid to be a combination of net cash and equity as described below.

The fair value of the total consideration paid under the New Breed Merger Agreement was \$615.9 million and consisted of \$585.8 million of net cash paid at the time of closing, including an estimate of the working capital adjustment, and \$30.1 million of equity representing the fair value of 1,060,598 shares of the Company’s common stock at the closing market price of \$32.45 per share on September 2, 2014 less a marketability discount on the shares issued due to a holding period restriction. The net cash paid at the time of closing consisted of \$615.8 million less the \$30.0 million used by Louis DeJoy to purchase XPO common stock per the subscription agreement.

The New Breed Transaction was accounted for as a business combination in accordance with ASC 805 “*Business Combinations*.” Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their estimated fair values as of September 2, 2014, with the remaining unallocated purchase price recorded as goodwill. Goodwill represents the expected synergies and cost rationalization from the merger of operations as well as intangible assets that do not qualify for separate recognition such as an assembled workforce. The following table outlines the consideration transferred and purchase price allocation at the respective estimated fair values as of September 2, 2014 (in millions):

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Consideration	\$	615.9
Cash and cash equivalents		1.8
Accounts receivable		112.1
Prepaid and other current assets		11.7
Income tax receivable		17.9
Restricted cash		8.5
Property and equipment		112.7
Trademarks/trade names		4.5
Contractual customer relationships asset		115.1
Contractual customer relationships liability		(5.6)
Non-contractual customer relationships		15.2
Other long-term assets		7.3
Accounts payable		(17.7)
Accrued expenses		(33.4)
Deferred tax liabilities, non-current		(75.0)
Other long-term liabilities		(9.3)
Goodwill	\$	350.1

The purchase price allocation is considered final. All goodwill relates to the Logistics reportable segment. The goodwill as a result of the acquisition is not deductible for income tax purposes. The working capital adjustments in connection with this acquisition have been finalized, and there was no material change in the purchase price as a result.

### ***Atlantic Central Logistics***

On July 28, 2014, the Company entered into a Stock Purchase Agreement with Perry Barbaruolo, Thomas G. Bartley, Robert Humes II, Jeffrey E. Patterson, Brian Ruane, The Bryn Mawr Trust Company of Delaware, as Trustee of the Perry Barbaruolo 2014 Delaware Trust, Thomas Bartley, as Trustee of the Janice C. Day 2014 Trust, Thomas Bartley, as Trustee of the Jessica M. Clark 2014 Trust, Thomas Bartley, as Trustee of the Jacqueline M. Patterson 2014 Trust, Thomas Bartley, as Trustee of the Patterson 2014 Grandchildren's Trust, The Bryn Mawr Trust Company of Delaware as Trustee of the Brian Ruane 2014 Delaware Trust, and The Bryn Mawr Trust Company of Delaware, as Trustee of the Richard Roberts 2014 Trust to acquire all of the outstanding capital stock of Simply Logistics, Inc. d/b/a Atlantic Central Logistics ("ACL") for \$36.2 million in cash consideration and deferred payments. ACL provides e-commerce fulfillment services by facilitating the time-sensitive, local movement of goods between distribution centers and the end-consumer.

The ACL acquisition was accounted for as a business combination in accordance with ASC Topic 805 "*Business Combinations*." Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their estimated fair values as of July 28, 2014 with the remaining unallocated purchase price recorded as goodwill. As a result of the acquisition, the Company recorded goodwill of \$25.1 million and definite-lived intangible assets of \$12.5 million. All goodwill relates to the Transportation reportable segment. The goodwill as a result of the acquisition is not deductible for income tax purposes. The purchase price allocation is considered final. The working capital adjustments in connection with this acquisition have been finalized, and there was no material change in the purchase price as a result.

### ***Pacer International***

On January 5, 2014, the Company entered into a definitive Agreement and Plan of Merger (the "Pacer Merger Agreement") with Pacer International, Inc. ("Pacer"), providing for the acquisition of Pacer by the Company (the "Pacer Transaction"). Pacer is an asset-light North American freight transportation and logistics services provider. The closing of the transaction was effective on March 31, 2014 (the "Effective Time").

At the Effective Time, each share of Pacer's common stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time was converted into the right to receive (i) \$6.00 in cash and (ii) 0.1017 of a share of XPO common stock, which amount is equal to \$3.00 divided by the average of the volume-weighted average closing prices of XPO common stock for the ten trading days prior to the Effective Time (the "Pacer Merger Consideration"). Pursuant to the terms of the Pacer Merger Agreement, all vested and unvested Pacer options outstanding at the Effective Time were settled in cash based on the value of the Pacer Merger Consideration. In addition, all Pacer restricted stock, and all vested and unvested Pacer restricted stock units and performance units outstanding at the Effective Time were converted into the right to receive the

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Pacer Merger Consideration. The fair value of the total consideration paid under the Pacer Merger Agreement was \$331.5 million and consisted of \$223.3 million of cash paid at the time of closing and \$108.2 million of equity representing the fair value of 3,688,246 shares of the Company's common stock at the closing market price of \$29.41 per share on March 31, 2014 less a marketability discount on a portion of shares issued to certain former Pacer executives due to a holding period restriction. The marketability discount did not have a material impact on the fair value of the equity consideration provided.

The Pacer Transaction was accounted for as a business combination in accordance with ASC 805 "Business Combinations." Assets acquired and liabilities assumed were recorded in the accompanying condensed consolidated balance sheet at their fair values as of March 31, 2014, with the remaining unallocated purchase price recorded as goodwill. Goodwill represents the expected synergies and cost rationalization from the merger of operations as well as intangible assets that do not qualify for separate recognition such as an assembled workforce. The following table outlines the consideration transferred and purchase price allocation at the respective fair values as of March 31, 2014 (in millions):

Consideration	\$	331.5
Cash and cash equivalents		22.3
Accounts receivable		119.6
Prepaid and other current assets		9.4
Deferred tax assets, current		1.4
Property and equipment		43.5
Trademarks/trade names		2.8
Non-compete agreements		2.3
Contractual customer relationships		66.3
Non-contractual customer relationships		1.0
Deferred tax assets, long-term		1.4
Other long-term assets		2.4
Accounts payable		(71.6)
Accrued salaries and wages		(3.1)
Accrued expenses, other		(50.6)
Other current liabilities		(2.0)
Other long-term liabilities		(11.6)
Goodwill	\$	198.0

The purchase price allocation is considered final. All goodwill relates to the Transportation reportable segment. The carryover of the tax basis in goodwill is deductible for income tax purposes while the step-up in goodwill as a result of the acquisition is not deductible for income tax purposes. Total tax deductible goodwill was \$323.2 million on the acquisition date of March 31, 2014. The difference between book and tax goodwill represents the tax basis in goodwill from acquisitions made by Pacer prior to the acquisition by XPO.

### Pro Forma Financial Information

The following unaudited pro forma consolidated results of operations for the nine-month periods ended September 30, 2015 and 2014 present consolidated information of the Company as if the acquisitions of ND, New Breed and Pacer had occurred as of January 1, 2014 (in millions):

	Pro Forma Nine Months Ended September 30, 2015	Pro Forma Nine Months Ended September 30, 2014
Revenue	\$ 6,833.1	\$ 6,725.8
Operating income (loss)	\$ 83.0	\$ 39.1
Net loss attributable to common shareholders	\$ (169.3)	\$ (139.6)
Loss per common share		
Basic	\$ (1.57)	\$ (1.68)
Diluted	\$ (1.57)	\$ (1.68)

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The unaudited pro forma consolidated results for the nine-month periods were prepared using the acquisition method of accounting and are based on the historical financial information of ND, New Breed, Pacer and the Company. The unaudited pro forma consolidated results incorporate historical financial information for all significant acquisitions pursuant to SEC regulations since January 1, 2014. The historical financial information has been adjusted to give effect to pro forma adjustments that are: (i) directly attributable to the acquisition, (ii) factually supportable and (iii) expected to have a continuing impact on the combined results. The unaudited pro forma consolidated results are not necessarily indicative of what the Company's consolidated results of operations actually would have been had it completed these acquisitions on January 1, 2014. As described further in **Note 18—Subsequent Events**, the Company acquired Con-way on October 30, 2015. The initial accounting for the acquisition of Con-way is incomplete at the time the financial statements are issued given the timing of the closing of the acquisition in relation to the date the financial statements are issued. As a result, the unaudited pro forma consolidated results presented above do not include the historical financial information of Con-way.

### 4. Restructuring Charges

In conjunction with various acquisitions, the Company has initiated facility rationalization and severance programs to close facilities and reduce employment in order to improve efficiency and profitability or adjust for the loss of certain business. The programs include facility exit activities and employment reduction initiatives.

The amount of restructuring charges incurred during the nine-month period ended September 30, 2015 and included in the Company's condensed consolidated statement of operations as sales, general and administrative expense is summarized below (in millions). The table also includes charges recorded on ND's opening balance sheet which were incurred prior to the acquisition date. Only ND restructuring initiatives in existence at the acquisition date were included in the purchase price allocation.

	Reserve Balance at December 31, 2014	Nine months ended September 30, 2015			Reserve Balance at September 30, 2015
		From ND Acquisition	Charges Incurred	Payments	
<b>Transportation</b>					
Contract termination	\$ —	\$ 0.1	\$ —	\$ —	\$ 0.1
Facilities	—	—	0.8	—	0.8
Severance	—	5.1	0.5	(0.4)	5.2
<b>Total</b>	<b>—</b>	<b>5.2</b>	<b>1.3</b>	<b>(0.4)</b>	<b>6.1</b>
<b>Logistics</b>					
Contract termination	—	0.3	1.0	(0.1)	1.2
Facilities	—	—	0.5	—	0.5
Severance	—	9.4	11.8	(1.1)	20.1
<b>Total</b>	<b>—</b>	<b>9.7</b>	<b>13.3</b>	<b>(1.2)</b>	<b>21.8</b>
<b>Corporate</b>					
Contract termination	3.8	—	3.3	(2.2)	4.9
Severance	1.3	—	—	(1.0)	0.3
<b>Total</b>	<b>5.1</b>	<b>—</b>	<b>3.3</b>	<b>(3.2)</b>	<b>5.2</b>
<b>Total restructuring plans</b>	<b>\$ 5.1</b>	<b>\$ 14.9</b>	<b>\$ 17.9</b>	<b>\$ (4.8)</b>	<b>\$ 33.1</b>

## 5. Commitments and Contingencies

### *Lease Commitments*

As of September 30, 2015, the Company had approximately \$1,739.4 million in future minimum payments required under operating leases for various real estate, double-stack railcars, containers, chassis, tractors, data processing equipment, transportation and office equipment leases that have an initial or remaining non-cancellable lease term. Remaining future minimum payments related to these operating leases amount to approximately \$420.0 million, \$325.9 million, \$266.8 million, \$205.0 million, and \$521.7 million for the twelve-month periods ending September 30, 2016, 2017, 2018, 2019, and 2020 and thereafter, respectively. Actual amounts of operating lease expense may differ from estimated amounts due to changes in foreign currency exchange rates.

Rent expense was approximately \$200.0 million and \$25.1 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$295.9 million and \$48.9 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

### *Litigation*

The Company is involved, and will continue to be involved, in numerous legal proceedings arising out of the conduct of its business. These proceedings may include, among other matters, claims for property damage or personal injury incurred in connection with the transportation of freight and employment-related claims, including claims involving asserted breaches of employee restrictive covenants and tortious interference with contract. These proceedings also include numerous purported class-action lawsuits, multi-plaintiff and individual lawsuits and state tax and other administrative proceedings that claim either that the Company's owner operators or contract carriers should be treated as employees, rather than independent contractors, or that certain of the Company's drivers were not paid for all compensable time or were not provided with required meal or rest breaks. These lawsuits and proceedings may seek substantial monetary damages (including claims for unpaid wages, overtime, failure to provide meal and rest periods, unreimbursed business expenses and other items), injunctive relief, or both.

The Company establishes 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. Accruals for loss contingencies are reviewed quarterly and adjusted as additional information becomes available. In connection with certain acquisitions of privately-held businesses, the Company has retained purchase price holdbacks to provide security for a negotiated duration with respect to damages incurred in connection with pre-acquisition claims and litigation matters. If a loss is not both probable and reasonably estimable, or if an exposure to loss exists in excess of the amount accrued therefor or the applicable purchase price holdback, the Company assesses 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, the Company discloses the estimate of the possible loss or range of loss if it is material and an estimate can be made, or states that such an estimate cannot be made. The evaluation as to whether a loss is reasonably possible or probable is based on the Company's assessment, in conjunction with legal counsel, regarding the ultimate outcome of the matter.

The Company believes that it has adequately accrued for the potential impact of loss contingencies that are probable and reasonably estimable. The Company does not believe that the ultimate resolution of any matters to which the Company is presently party will have a material adverse effect on its 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 the Company's financial condition, results of operations or cash flows. Legal costs incurred related to these matters are expensed as incurred.

The Company carries liability and excess umbrella insurance policies that it deems sufficient to cover potential legal claims arising in the normal course of conducting its operations as a transportation company. The liability and excess umbrella insurance policies do not cover the misclassification claims described in this Note. In the event the Company is required to satisfy a legal claim in excess of the coverage provided by this insurance, the Company's financial condition, results of operations or cash flows could be negatively impacted.

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### *Intermodal Drayage Classification Claims*

Certain of the Company's intermodal drayage subsidiaries received notices from the California Labor Commissioner, Division of Labor Standards Enforcement (the "DLSE"), that a total of 153 owner operators contracted with these subsidiaries have filed claims with the DLSE in which they assert that they should be classified as employees, as opposed to independent contractors. These claims seek reimbursement for the owner operators' business expenses, including fuel, tractor maintenance and tractor lease payments. After a decision was rendered by a DLSE hearing officer in seven of these claims, the Company appealed the decision to California Supreme Court, San Diego, where a de novo trial was held on the merits of those claims. On July 17, 2015, the court issued a final statement of decision finding that the seven claimants were employees rather than independent contractors, and awarding an aggregate of \$2.0 million to the claimants. The court's judgment is subject to appeal, and the Company is evaluating its options with respect to these claims. The Company cannot provide assurance that the Company will determine to pursue an appeal or that an appeal will be successful. The remaining DLSE claims have been transferred to California Superior Court in three separate actions involving approximately 200 claimants, including the 153 claimants mentioned above. These matters are in the initial procedural stages.

One of these intermodal drayage subsidiaries also is a party to a putative class action litigation (*Manuela Ruelas Mendoza v. Pacer Cartage, Inc.*) brought by Edwin Molina in the U.S. District Court, Southern District of California on August 19, 2013. Mr. Molina asserts that he should be classified as an employee, as opposed to an independent contractor, and seeks damages for alleged violation of various California wage and hour laws. Mr. Molina seeks to have the litigation certified as a class action involving all owner-operators contracted with this subsidiary at any time from August 2009 to the present, which could involve as many as 600 claimants. Certain of these potential claimants also may have claims under the actions pending in California Superior Court as described above. This matter is in the initial stages of discovery and the court has not yet determined whether to certify the matter as a class action. The Company has reached a tentative agreement to settle this litigation with the claimant, subject to court approval and acceptance by a minimum percentage of members of the purported class. There can be no assurance that the settlement agreement will be finalized and executed, that the court will approve any such settlement agreement or that it will be accepted by the requisite percentage of members of the purported class.

One of these intermodal drayage subsidiaries is a party to a putative class action litigation (*C. Arevalo v. XPO Port Services, Inc.*) brought by Carlos Arevalo in the Superior Court for the State of California, County of Los Angeles Central District filed in August 2015. Mr. Arevalo asserts that he should be classified as an employee, as opposed to an independent contractor, and seeks damages for alleged violation of various California wage and hour laws. Mr. Arevalo seeks to have the litigation certified as a class action involving all owner-operators contracted with this subsidiary at any time from August 2011 to the present. Certain of these potential claimants also may have claims under the actions pending in California Superior Court as described above. This matter is in the initial pleading stage and the court has not yet determined whether to certify the matter as a class action. The Company is unable at this time to estimate the amount of the possible loss or range of loss, if any, that it may incur as a result of this matter.

### *Last Mile Logistics Classification Claims*

Certain of the Company's last mile logistics subsidiaries are party to several putative class action litigations brought by independent contract carriers contracted with these subsidiaries in which the contract carriers assert that they should be classified as employees, as opposed to independent contractors. The particular claims asserted vary from case to case, but the claims generally allege unpaid wages, overtime, alleged failure to provide meal and rest periods and seek reimbursement of the contract carriers' business expenses. Putative class actions against the Company's subsidiaries are pending in Massachusetts (*Celso Martins, Alexandre Rocha, and Calvin Anderson v. 3PD, Inc.*), Illinois (*Marvin Brandon, Rafael Aguilera, and Aldo Mendez-Etzig v. 3PD, Inc.*), Arizona (*Dennis Montoya v. 3PD, Inc.*), California (*Cesar Ardon et al v 3PD, Inc.* and *Fernando Ruiz v. Affinity Logistics Corp.*), New Jersey (*Leonardo Alegre v. Atlantic Central Logistics, Simply Logistics, Inc.*), Pennsylvania (*Victor Reyes v. XPO Logistics, Inc.*) and Connecticut (*Carlos Taveras v. XPO Last Mile, Inc.*). The Company has reached tentative agreements to settle the Massachusetts, Illinois, Arizona and one of the California (*Ardon*) litigations with the respective claimants, subject to court approval and acceptance by a minimum percentage of members of the respective purported class (except in the Arizona matter, in which the settlement is of Mr. Montoya's individual claims). There can be no assurance that the settlement agreements will be finalized and executed, that the respective court will approve any such settlement agreement or that it will be accepted by the requisite percentage of members of the respective purported class. The Company believes that it has adequately accrued for the potential impact of loss contingencies relating to the foregoing last mile logistics claims that are probable and reasonably estimable. The Company is unable at this time to estimate the amount of the possible loss or range of loss, if any, that it may incur as a result of the New Jersey, Pennsylvania and Connecticut claims, which are in preliminary stages.

For information regarding legal contingencies relating to Con-way, which was acquired by the Company on October 30, 2015, refer to **Note 18—Subsequent Events**.

## 6. Debt

### *Senior Notes*

On August 25, 2014, the Company completed a private placement of \$500.0 million aggregate principal amount of 7.875% Senior Notes due 2019. On February 13, 2015, the Company completed an additional private placement of \$400.0 million aggregate principal amount of Senior Notes due 2019 for a total issuance of \$900.0 million. The additional Senior Notes due 2019 have terms identical to those of the \$500.0 million Senior Notes due 2019 and were issued at a premium of 104%, resulting in a \$16.0 million premium. On June 4, 2015, the Company completed a private placement of \$1,600.0 million aggregate principal amount of 6.5% fixed rate Senior Notes due 2022 and €500.0 million Euro-denominated aggregate principal amount of 5.75% fixed rate Senior Notes due 2021. Total unamortized debt issuance costs related to the Senior Notes classified in other long-term assets at September 30, 2015 are \$44.8 million.

The Senior Notes were offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and, outside the United States, only to non-U.S. investors pursuant to Regulation S. The Senior Notes were not registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent an effective registration statement or an applicable exemption from registration requirements or a transaction not subject to the registration requirements of the Securities Act or any state securities laws. The Senior Notes due 2019 bear interest at a rate of 7.875% per annum payable semiannually, in cash in arrears, on March 1 and September 1 of each year, commencing March 1, 2015 and maturing on September 1, 2019. The Senior Notes due 2022 bear interest at a rate of 6.5% per annum payable semiannually, in cash in arrears, on June 15 and December 15 of each year, commencing December 15, 2015 and maturing on June 15, 2022. The Senior Notes due 2021 bear interest at a rate of 5.75% per annum payable semiannually, in cash in arrears, on June 15 and December 15 of each year, commencing December 15, 2015 and maturing on June 15, 2021. The Senior Notes are guaranteed by each of the Company’s direct and indirect wholly-owned restricted subsidiaries (other than certain excluded subsidiaries) that are obligors under, or guarantee obligations under, the Company’s existing credit agreement (or certain replacements thereof) or guarantee certain capital markets indebtedness of the Company or any guarantor of the Senior Notes. The Senior Notes and the guarantees thereof are unsecured, unsubordinated indebtedness of the Company and the guarantors. Among other things, the covenants of the Senior Notes limit the Company’s ability to, with certain exceptions: incur indebtedness or issue disqualified stock; grant liens; pay dividends or make distributions in respect of capital stock; make certain investments or other restricted payments; prepay or repurchase subordinated debt; sell or transfer assets; engage in certain mergers, consolidations, acquisitions and dispositions; and enter into certain transactions with affiliates.

Prior to September 1, 2016, the Company may redeem some or all of the Senior Notes due 2019 at a price equal to 100% of the principal amount of the senior notes plus the applicable “make-whole” premium, as defined in the indenture. On and after September 1, 2016, the Company may redeem some or all of the senior notes for a redemption price that declines each year, as specified in the indenture. In addition, on or prior to September 1, 2016, the Company may redeem up to 40% of the aggregate principal amount of senior notes with the proceeds of certain equity offerings at 107.875% of their principal amount plus accrued interest. The Company may make such redemption only if, after any such redemption, at least 60% of the aggregate principal amount of senior notes originally issued remains outstanding.

The Company may redeem some or all of the Senior Notes due 2022 at any time prior to June 15, 2018 and some or all of the Senior Notes due 2021 at any time prior to December 15, 2017, in each case at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, plus the applicable “make-whole” premium, as defined in the indenture. On and after June 15, 2018, in the case of the Senior Notes due 2022, and on and after December 15, 2017, in the case of the Senior Notes due 2021, the Company may redeem some or all of the senior notes for a redemption price that declines each year, as specified in the indenture. In addition, on or prior to June 15, 2018 for the Senior Notes due 2022 and on or prior to December 15, 2017 for the Senior Notes due 2021, the Company may redeem up to 40% of the aggregate principal amount of each series of such senior notes with the proceeds of certain equity offerings at 106.5%, in the case of the Senior Notes due 2022, and at 105.75%, in the case of the Senior Notes due 2021, of their principal amount plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The Company may make such redemption only if, after any such redemption, at least 60% of the aggregate principal amount of senior notes of the applicable series remains outstanding.

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### ***Euro Private Placement Notes***

In conjunction with the Company's acquisition of ND described in **Note 3—Acquisitions**, the Company assumed ND's Euro private placement debt of €75.0 million aggregate principal amount of 3.80% Notes due December 20, 2019 (the “Euro Private Placement Notes due 2019”) and €160.0 million aggregate principal amount of 4.00% Notes due December 20, 2020 (the “Euro Private Placement Notes due 2020” and together with the Euro Private Placement Notes due 2019, the “Euro Private Placement Notes”). The Euro Private Placement Notes due 2019 bear interest at a rate of 3.80% per annum payable annually, in cash in arrears, on December 20 of each year, maturing on December 20, 2019. The Euro Private Placement Notes due 2020 bear interest at a rate of 4.00% per annum payable annually, in cash in arrears, on December 20 of each year, maturing on December 20, 2020.

Under the terms of the Euro Private Placement Notes, the Company is required to give notice of the change of control to the holders of the Euro Private Placement Notes within 30 calendar days following its occurrence and the notice must specify the date fixed for early redemption which will be no earlier than 25 business days and no later than 30 business days from the date of the publication of the notice and the period of at least 15 business days from the publication of the notice during which the holders of the Euro Private Placement Notes may exercise their option. The consummation of the ND Share Purchase constituted a change of control under the terms and conditions of the Euro Private Placement Notes. As a result, each holder of the Euro Private Placement Notes has the option to require the Company to redeem all of the Euro Private Placement Notes held by such holder, at their principal amount plus accrued interest. The Company gave the required notice to the holders of the Euro Private Placement Notes in June 2015. In July 2015, holders of €223.0 million total Euro Private Placement Notes tendered the notes back to the Company, which the Company redeemed at par on July 31, 2015.

The Euro Private Placement Notes are subject to leverage ratio and indebtedness ratio financial covenants, as defined in the agreements. ND is required to maintain a leverage ratio of less than or equal to 3.50 and an indebtedness ratio of less than or equal to 2.00 as of each semi-annual testing date. As of June 30, 2015, the latest semi-annual testing date, ND is in compliance with the financial covenants.

The Company may redeem all, but not some, of the Euro Private Placement Notes at any time prior to the maturity date, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, plus the applicable “make-whole” premium, as defined in the indenture.

### ***Asset Financing***

In conjunction with the Company's acquisition of ND, the Company assumed ND's asset financing arrangements. The financing is unsecured and is used to purchase Company-owned trucks in Europe. The financing arrangements are denominated in USD, EUR, British Pounds Sterling and Romanian New Lei, with primarily floating interest rates. As of September 30, 2015, interest rates on asset financing range from 0.360% to 5.5% and initial terms range from five years to ten years.

### ***Debt Facilities***

The Company may from time to time use debt financing for acquisitions and business start-ups, among other things. The Company also enters into long-term debt and capital leases with various third parties from time to time to finance certain operational equipment and other assets used in its business operations. Generally, these loans and capital leases bear interest at market rates, and are collateralized with accounts receivable, equipment and certain other assets of the Company.

As of September 30, 2015, the Company and certain of its wholly-owned subsidiaries, as borrowers, were parties to a \$415.0 million multicurrency secured Amended and Restated Revolving Loan Credit Agreement (the “Amended Credit Agreement”) with the lender parties thereto and Morgan Stanley Senior Funding, Inc. (“MSSF”), as administrative agent for such lenders, with a commitment termination date of October 17, 2018. The principal amount of the commitments under the Amended Credit Agreement may be increased by an aggregate amount of up to \$100.0 million, subject to certain terms and conditions specified in the Amended Credit Agreement. At September 30, 2015, the Company had outstanding letters of credit of \$24.2 million. Total unamortized debt issuance costs related to the Amended Credit Agreement classified in other long-term assets at September 30, 2015 are \$2.6 million.

On August 8, 2014, the Company amended its revolving loan facility to permit, among other things, the acquisition of New Breed and the related transactions and the offering of the Senior Notes due 2019. On May 29, 2015, the Company further amended its revolving loan facility to permit, among other things, the acquisition of ND and the related transactions and the offering of the Senior Notes due 2022 and Senior Notes due 2021.

The proceeds of the Amended Credit Agreement may be used by the Company and its subsidiaries for ongoing working capital needs, other general corporate purposes, including strategic acquisitions, and fees and expenses in connection with future transactions. At September 30, 2015, the Company had no amount drawn under the Amended Credit Agreement. Borrowings under the Amended Credit Agreement bear interest at a per annum rate equal to, at the Company's option, the one,

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two, three or six month (or such other period less than one month or greater than six months as the lenders may agree) London Interbank Offered Rate (“LIBOR”) plus a margin of 1.75% to 2.25%, or a base rate plus a margin of 0.75% to 1.25%. The Company is required to pay an undrawn commitment fee equal to 0.25% or 0.375% of the quarterly average undrawn portion of the commitments under the Amended Credit Agreement, as well as customary letter of credit fees. The margin added to LIBOR, or base rate, will depend on the quarterly average availability of the commitments under the Amended Credit Agreement.

All obligations under the Amended Credit Agreement are secured by substantially all of the Company’s assets and unconditionally guaranteed by certain of its subsidiaries, provided that no foreign subsidiary guarantees, and no assets of any foreign subsidiary secures, any obligations of any of the Company’s domestic borrower subsidiaries. Within the meaning of Regulation S-X, Rule 3-10, XPO has no independent assets or operations, the guarantees of its subsidiaries are full and unconditional and joint and several, and any subsidiaries other than the guarantor subsidiaries are minor, excluding foreign subsidiaries. The Amended Credit Agreement contains representations, warranties and covenants that are customary for agreements of this type. Among other things, the covenants in the Amended Credit Agreement limit the Company’s ability to, with certain exceptions: incur indebtedness; grant liens; engage in certain mergers, consolidations, acquisitions and dispositions; make certain investments and restricted payments; and enter into certain transactions with affiliates. In certain circumstances, the Amended Credit Agreement also requires the Company to maintain minimum Earnings Before Interest, Taxes, Depreciation and Amortization (“EBITDA”) or, at the Company’s election, maintain a Fixed Charge Coverage Ratio (as defined in the Amended Credit Agreement) of not less than 1.00 to 1.00. If an event of default under the Amended Credit Agreement shall occur and be continuing, the commitments thereunder may be terminated and the principal amount outstanding thereunder, together with all accrued unpaid interest and other amounts owed thereunder, may be declared immediately due and payable. Certain subsidiaries acquired by the Company in the future may be excluded from the restrictions contained in certain of the foregoing covenants.

As described in further detail in **Note 18—Subsequent Events**, on October 30, 2015, the Company entered into the Second Amended and Restated Revolving Loan Credit Agreement that replaces XPO’s existing Amended Credit Agreement, and, among other things, increased the commitment to \$1.0 billion.

### ***Convertible Senior Notes***

At September 30, 2015, the Company had outstanding \$65.5 million aggregate principal amount of Convertible Notes. Total unamortized debt issuance costs classified in other long-term assets at September 30, 2015 are \$1.4 million. Interest is payable on the Convertible Notes on April 1 and October 1 of each year.

During the nine-months ended September 30, 2015, the Company issued an aggregate of 2,512,349 shares of the Company’s common stock to certain holders of the Convertible Notes in connection with the conversion of \$41.3 million aggregate principal amount of the Convertible Notes. The conversions were allocated to long-term debt and equity in the amounts of \$35.1 million and \$42.3 million, respectively. A loss on conversion of \$8.0 million was recorded as part of the transactions. Certain of these transactions represented induced conversions pursuant to which the Company paid the holder a market-based premium in cash. The negotiated market-based premiums, in addition to the difference between the current fair value and the book value of the Convertible Notes, were reflected in interest expense. The number of shares of common stock issued in the foregoing transactions equals the number of shares of common stock presently issuable to holders of the Convertible Notes upon conversion under the original terms of the Convertible Notes.

Under certain circumstances at the election of the holder, the Convertible Notes may be converted until the close of business on the business day immediately preceding April 1, 2017, into cash, shares of the Company’s common stock, or a combination of cash and shares of common stock, at the Company’s election, at the initial conversion rate of approximately 60.8467 shares of common stock per \$1,000 in principal amount, which is equivalent to an initial conversion price of approximately \$16.43 per share. In addition, following certain corporate events that occur prior to the maturity date, the Company will increase the conversion rate for a holder who elects to convert its Convertible Notes in connection with such corporate event in certain circumstances. On or after April 1, 2017, until the close of business on the business day immediately preceding the maturity date of October 1, 2017, holders may convert their Convertible Notes at any time.

The Convertible Notes may be redeemed by the Company on or after October 1, 2015 if the last reported sale price of the Company’s common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive), including the trading day immediately preceding the date on which the Company provides notice of redemption, during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption. The Convertible Notes are currently redeemable under this provision. The Company may redeem the Convertible Notes in whole, but not in part, at a redemption price in cash equal to 100% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date, plus a make-whole premium payment. The “make whole premium” payment or delivery will be made, as the case may be, in cash, shares of the Company’s common stock or a combination of cash and shares of the Company’s common stock, at the

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Company's election, equal to the present values of the remaining scheduled payments of interest on the Convertible Notes to be redeemed through October 1, 2017 (excluding interest accrued to, but excluding, the redemption date), computed using a discount rate equal to 4.50%. The make-whole premium is paid to holders whether or not they convert the Convertible Notes following the Company's issuance of a redemption notice.

The Convertible Notes do not contain any financial or operating covenants or restrictions on the payment of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. If the Company undergoes a fundamental change, holders may, subject to certain conditions, require the Company to repurchase for cash all or part of their Convertible Notes at a repurchase price equal to 100% of the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The following table outlines the Company's debt obligations as of September 30, 2015 and December 31, 2014 (in millions):

	Interest rates	Term (months)	As of September 30, 2015	As of December 31, 2014
Revolving credit facility	4.38%	60	\$ —	\$ —
Senior notes due 2022	6.50%	84	1,600.0	—
Senior notes due 2021	5.75%	72	560.2	—
Senior notes due 2019	7.88%	60	900.0	500.0
Convertible senior notes	4.50%	60	65.5	106.8
Euro private placement notes due 2020	4.00%	84	13.4	—
Asset financing	1.40%	66	294.9	—
Notes payable	N/A	N/A	1.7	1.8
Capital leases for equipment	1.70%	65	34.6	0.2
Total debt			3,470.3	608.8
Plus: unamortized premium on senior notes due 2019			14.0	—
Plus: unamortized fair value adjustment on Euro private placement notes			1.5	—
Less: unamortized discount on convertible senior notes			(6.4)	(14.9)
Less: current maturities of long-term debt			(120.3)	(1.8)
Total long-term debt, net of current maturities			\$ 3,359.1	\$ 592.1

As described in further detail in **Note 18—Subsequent Events**, on October 30, 2015, the Company entered into a senior secured term loan credit agreement that provided for a single borrowing of \$1.6 billion on the date thereof.

## 7. Property and Equipment

The following table sets forth the Company's property and equipment as of September 30, 2015 and December 31, 2014 (in millions):

	As of September 30, 2015	As of December 31, 2014
Property and Equipment, at cost		
Buildings and leasehold improvements	\$ 166.4	\$ 33.2
Vehicles, trailers and tankers	362.9	4.4
Rail cars, containers and chassis	13.3	13.0
Machinery and equipment	239.8	44.4
Office and warehouse equipment	69.6	32.9
Computer software and equipment	248.3	141.3
	1,100.3	269.2
Less: Accumulated depreciation	(144.6)	(47.3)
Total Property and Equipment, net	\$ 955.7	\$ 221.9

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The net book value of capitalized internally-developed software totaled \$99.2 million and \$70.1 million as of September 30, 2015 and December 31, 2014, respectively. Depreciation of property and equipment was \$56.5 million and \$10.8 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$98.8 million and \$21.7 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

### 8. Intangible Assets

The following table sets forth the Company's identifiable intangible assets as of September 30, 2015 and December 31, 2014 (in millions):

	As of September 30, 2015	As of December 31, 2014
<b>Definite-lived intangibles:</b>		
Customer relationships	\$ 1,241.1	\$ 376.6
Trade name	46.4	15.4
Non-compete agreements	16.5	9.8
Carrier relationships	12.1	12.1
Other intangible assets	2.2	2.2
	<u>1,318.3</u>	<u>416.1</u>
Less: Accumulated amortization	(158.9)	(74.6)
<b>Total Identifiable Intangible Assets, net</b>	<u>\$ 1,159.4</u>	<u>\$ 341.5</u>

Estimated future amortization expense for the definite-lived intangible assets for the years ending December 31, 2015, 2016, 2017, 2018 and 2019 is as follows (in millions):

	2015	2016	2017	2018	2019
Estimated amortization expense	\$ 41.8	\$ 141.5	\$ 127.7	\$ 120.2	\$ 115.3

Actual amounts of amortization expense may differ from estimated amounts due to changes in foreign currency exchange rates, additional intangible asset acquisitions, impairment of intangible assets, accelerated amortization of intangible assets and other events.

Intangible asset amortization expense recorded in sales, general and administrative expense was \$45.5 million and \$16.5 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$93.1 million and \$42.1 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

### 9. Goodwill

The following table is a roll-forward of goodwill from December 31, 2014 to September 30, 2015. The current period additions are the result of the goodwill recognized as excess purchase price in the acquisitions of ND, BTT and UX, additional estimated litigation liabilities, and other adjustments related to prior year acquisitions for which the measurement period remained open (in millions). For additional information on the litigation liabilities refer to **Note 5—Commitments and Contingencies**.

	Transportation	Logistics	Total
<b>Goodwill at December 31, 2014</b>	<b>\$ 577.0</b>	<b>\$ 352.3</b>	<b>\$ 929.3</b>
Acquisitions	1,271.6	1,236.6	2,508.2
Impact of foreign exchange translation	0.3	0.5	0.8
Litigation liability adjustments, net of tax	10.5	—	10.5
Other adjustments	(1.6)	(2.2)	(3.8)
<b>Goodwill at September 30, 2015</b>	<b>\$ 1,857.8</b>	<b>\$ 1,587.2</b>	<b>\$ 3,445.0</b>

## 10. Noncontrolling Interest

On June 11, 2015, in connection with its acquisition of ND, the Company filed with the AMF the Tender Offer to purchase all of the outstanding ordinary shares of ND (other than the shares already owned by XPO) at a price of €217.50 per ND share. On June 23, 2015, the Company received the necessary approvals from the AMF to launch the Tender Offer and the Tender Offer was launched on June 25, 2015. The Tender Offer remained open for a period of 16 trading days until July 17, 2015. During that time, the minority shareholders had the right to sell their shares of ND to the Company and the Company had the obligation to purchase those shares at the Tender Offer price; therefore, as of June 30, 2015, the Company classified the noncontrolling interest as mezzanine equity in the condensed consolidated balance sheet and adjusted the balance to its maximum redemption amount at the balance sheet date. Once the Tender Offer closed on July 17, 2015, the noncontrolling interest was no longer classified as mezzanine equity in the condensed consolidated balance sheet and is classified as noncontrolling interest in equity in the condensed consolidated balance sheet. The financial results of ND are attributed to the noncontrolling interests based on their ownership percentage and are disclosed in the condensed consolidated statement of operations. As of September 30, 2015, the Company had purchased 1,921,553 shares under the Tender Offer and acquired a total of approximately 86.25% of the share capital of ND. The following table is a roll-forward of the redeemable noncontrolling interest from December 31, 2014 to September 30, 2015 (in millions):

<b>As of December 31, 2014</b>	<b>\$</b>	<b>—</b>
ND acquisition noncontrolling interest		784.2
Comprehensive gain attributable to redeemable noncontrolling interest		0.8
Adjustment to record noncontrolling interest at redemption value		(4.9)
Adjustments for shares purchased, net of currency adjustment		(459.7)
Transfer to noncontrolling interest within permanent equity		(320.4)
<b>As of September 30, 2015</b>	<b>\$</b>	<b>—</b>

## 11. Stockholders' Equity

### *Series C Convertible Perpetual Preferred Stock and Common Stock*

On May 29, 2015, the Company entered into fifteen separate Investment Agreements (the “Investment Agreements”) with sovereign wealth funds and institutional investors (collectively, the “Purchasers”). Pursuant to the Investment Agreements, on June 3, 2015, the Company issued and sold 15,499,445 shares (the “Purchased Common Shares”) in the aggregate of the Company's common stock, par value \$0.001 per share (the “Company Common Stock”), and 562,525 shares (the “Purchased Preferred Stock” and, together with the Purchased Common Shares, the “Purchased Securities”) in the aggregate of the Company's Series C Convertible Perpetual Preferred Stock, par value \$0.001 per share, in a private placement. The purchase price per Purchased Common Share was \$45.00 (resulting in aggregate gross proceeds to the Company of approximately \$697.5 million), and the purchase price per share of Purchased Preferred Stock was \$1,000 (resulting in aggregate gross proceeds to the Company of approximately \$562.5 million). The Company received net proceeds of \$1,228.1 million after equity issuance costs which was initially allocated between common and preferred stock based on the relative fair values of each instrument. The Purchased Preferred Stock was mandatorily convertible into an aggregate of 12,500,546 additional shares of Company common stock subject to the approval of the Company's stockholders. The Company held a special meeting of stockholders of the Company on September 8, 2015 in which the Company's stockholders approved the issuance of shares of Company common stock upon the conversion of the Purchased Preferred Stock. Immediately following the special meeting, the Purchased Preferred Stock was automatically converted into 12,500,546 shares of Company common stock. No additional consideration was received by the Company in connection with the conversion of the Purchased Preferred Stock into Company common stock. The issuance and sale of the Purchased Securities pursuant to the Investment Agreements and the conversion of the Purchased Preferred Stock are exempt from registration under the Securities Act, pursuant to Section 4(a)(2) of the Securities Act, or any state securities laws. The Purchased Securities are “restricted shares” as defined in Rule 144, promulgated under the Securities Act, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

The Purchased Preferred Stock was issued with an initial conversion price of \$45.00 per share. As of May 29, 2015, the Company's common stock price was \$49.16. As a result, the conversion feature was issued “in-the-money” and the Company allocated the beneficial conversion feature of \$52.0 million to additional paid-in capital. The beneficial conversion feature was contingent upon receiving approval of the Company's stockholders and was therefore recognized in net loss attributable to common shareholders upon receiving stockholder approval on September 8, 2015.

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*Amendment to Certificate of Incorporation*

On September 8, 2015, the Company's stockholders approved an amendment of Article IV of the Company's Amended and Restated Certificate of Incorporation to increase the number of authorized shares of common stock, par value \$0.001 per share, from 150,000,000 to 300,000,000.

**12. Stock-Based Compensation**

During the three- and nine-month periods ended September 30, 2015 and 2014, the Company recognized the following stock-based compensation expense in sales, general and administrative expense:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Stock-based compensation expense	\$ 2.7	\$ 1.8	\$ 28.1	\$ 5.6

The Company did not realize any excess tax benefit for tax deductions from the stock-based compensation plan in the three- and nine-month periods ended September 30, 2015 and 2014.

As discussed further in **Note 3—Acquisitions**, the Company settled the outstanding warrants and certain performance stock awards of ND. The portion of the fair value of the warrants and performance shares not attributable to service performed prior to the acquisition date was recorded as stock-based compensation expense in the post-combination period. The amount of stock-based compensation expense related to the settlement of ND stock awards included in the nine-month period ended September 30, 2015 was \$18.5 million. The \$8.5 million of stock-based compensation expense related to the warrants was settled in cash during the second quarter of 2015 in conjunction with the acquisition.

**Stock Options**

A summary of stock option award activity for the nine-month period ended September 30, 2015 is presented below:

	Stock Options				
	Stock Options	Weighted Average Exercise Price	Exercise Price Range	Weighted Average Grant Date Fair Value	Weighted Average Remaining Term
Outstanding at December 31, 2014	1,344,795	\$ 11.70	\$2.68 - \$27.87	\$ 6.04	6.84
Granted	—	—	N/A	—	—
Exercised	(52,683)	9.22	\$2.68 - \$27.87	3.55	—
Forfeited	(36,300)	20.11	\$12.10 - \$27.87	9.56	—
Outstanding at September 30, 2015	1,255,812	\$ 11.57	\$2.68 - \$27.87	\$ 5.57	6.20
Options exercisable at September 30, 2015	1,005,812	\$ 11.09	\$2.68 - \$27.87	\$ 5.29	6.09

The stock-based compensation expense for stock options was \$0.3 million and \$0.5 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$1.6 million and \$1.3 million for the nine-month periods ended September 30, 2015 and 2014, respectively. As of September 30, 2015, the Company had 1,005,812 options vested and exercisable and \$2.3 million of unrecognized compensation cost related to stock options. The intrinsic value of options vested and exercisable at September 30, 2015 was \$12.8 million. The remaining estimated compensation expense related to the existing stock options for the periods ended December 31, 2015, 2016, 2017, 2018 and 2019 is as follows:

	2015	2016	2017	2018	2019
Remaining estimated compensation expense related to existing stock options	\$ 0.3	\$ 1.1	\$ 0.5	\$ 0.3	\$ 0.1

The total intrinsic value of options exercised during the nine-month periods ended September 30, 2015 and 2014 was \$1.9 million and \$1.7 million, respectively.

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**Restricted Stock Units and Performance-based Restricted Stock Units**

A summary of restricted stock units (“RSU”) and performance-based restricted stock units (“PRSU”) award activity for the nine-month period ended September 30, 2015 is presented below:

	Restricted Stock Units		Performance-based Restricted Stock Units	
	Restricted Stock Units	Weighted Average Grant Date Fair Value	Performance-based Restricted Stock Units	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2014	692,823	\$ 15.23	1,563,951	\$ 20.86
Granted	35,413	39.42	291,770	29.32
Vested	(219,587)	14.88	(79)	27.61
Forfeited	(32,093)	29.03	(3,418)	28.47
Outstanding at September 30, 2015	476,556	\$ 16.31	1,852,224	\$ 22.19

The stock-based compensation expense for outstanding RSUs was \$0.8 million and \$1.3 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$3.0 million and \$4.3 million for the nine-month periods ended September 30, 2015 and 2014, respectively. The total fair value of RSUs vested during the nine-month periods ended September 30, 2015 and 2014 was \$7.9 million and \$7.0 million, respectively. Of the 476,556 outstanding RSUs, 235,842 vest subject to service conditions and 240,714 vest subject to service and market conditions.

The stock-based compensation expense for outstanding PRSUs was \$1.6 million and \$5.0 million for the three- and nine-month periods ended September 30, 2015, respectively. No PRSUs vested during and no stock-based compensation expense was recognized for outstanding PRSUs for the nine-month period ended September 30, 2014. Of the 1,852,224 outstanding PRSUs, 1,741,643 vest subject to service and a combination of market and performance conditions and 110,581 vest subject to service and performance conditions.

As of September 30, 2015, the Company had approximately \$13.2 million of unrecognized compensation cost related to non-vested RSU and PRSU compensation that is anticipated to be recognized over a weighted-average period of approximately 1.54 years. Remaining estimated compensation expense related to outstanding RSUs and PRSUs for the years ending December 31, 2015, 2016, 2017, 2018, 2019, and 2020 and thereafter is as follows:

	2015	2016	2017	2018	2019	2020 & thereafter
Remaining estimated compensation expense related to outstanding RSUs and PRSUs deemed probable	\$ 3.1	\$ 5.0	\$ 2.1	\$ 1.2	\$ 0.3	\$ 1.5

The remaining estimated compensation expense excludes the impact of PRSUs not deemed probable as of September 30, 2015. The unrecognized compensation cost related to PRSUs not deemed probable as of September 30, 2015 is \$20.0 million.

**13. Employee Benefit Plans**

As a result of the Company's acquisition of ND as described in **Note 3—Acquisitions**, the Company maintains defined benefit pension plans for certain employees in the United Kingdom (the “UK”), France, Italy, the Netherlands, Belgium, Poland, Germany, India and Sri Lanka. The largest portion of the Company's total projected benefit obligation is associated with the UK plans, Christian Salvesen Pension Scheme (“CSPS”) and TDG Pension Scheme (“TDGPS”). The pension plans do not allow for new plan participants or additional benefit accruals. Defined benefit pension plan obligations are measured based on the present value of projected future benefit payments for all participants for services rendered to date. The projected benefit obligation is a measure of benefits attributed to service to date assuming that the plan continues in effect and that estimated future events (including turnover and mortality) occur. The net periodic benefit costs are determined using assumptions regarding the projected benefit obligation and the fair value of plan assets as of the ND acquisition date. Net periodic benefit costs are recorded in sales, general and administrative expense. The funded status of the defined benefit pension plans, which represents the difference between the projected benefit obligation and the fair value of plan assets, is calculated on a plan-by-plan basis. The Company did not have defined benefit pension plans prior to its June 2015 acquisition of ND. See **Note 13—Employee Benefit Plans** in the Company's Form 10-Q for the quarterly period ended June 30, 2015 for additional information concerning its employee benefit plans.

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The following table sets forth the amount of net periodic benefit cost for the UK plans for the three- and nine-month periods ended September 30, 2015 (in millions):

	Three Months Ended September 30, 2015	Nine Months Ended September 30, 2015
Interest cost	\$ 12.6	\$ 16.0
Expected return on plan assets	(15.1)	(19.4)
<b>Net periodic benefit cost</b>	<b>\$ (2.5)</b>	<b>\$ (3.4)</b>

Estimated employer contributions to the UK plans in 2015 approximate \$13.8 million.

### 14. Income Taxes

The Company has determined its interim tax provision projecting an estimated annual effective tax rate. For the three- and nine-months ended September 30, 2015, the Company recorded an income tax expense of \$1.9 million and an income tax benefit of \$21.3 million, respectively, yielding an effective tax rate of (5.7)% and 14.2%, respectively. The effective tax rate differs from the U.S. statutory rate of 35% in the three-month period ended September 30, 2015 primarily due to the adjustment of valuation allowances on the Company's net federal, state and foreign deferred tax assets, the non-taxable nature of certain foreign currency transactions, the current U.S. taxation of earnings of its non-U.S. subsidiaries and the mix of income among the jurisdictions in which the Company does business with statutory tax rates that differ from the U.S. rate. The effective tax rate differs from the U.S. statutory rate of 35% in the nine-month period ended September 30, 2015 primarily due to the establishment of valuation allowances on the Company's net federal, state and foreign deferred tax assets, the non-taxable nature of certain foreign currency transactions and last mile holdback liability release, the current U.S. taxation of earnings of its non-U.S. subsidiaries and the mix of income among the jurisdictions in which the Company does business with statutory tax rates that differ from the U.S. rate.

For the three- and nine-months ended September 30, 2014, the Company recorded an income tax benefit of \$20.1 million and \$25.2 million, respectively, yielding an effective tax rate of 63.4% and 31.9%, respectively. The effective tax rate differs from the U.S. statutory rate of 35% in the three-month period ended September 30, 2014 primarily due to the impact of the release of the previously recorded valuation allowance during the period due to the acquired deferred tax liabilities resulting from the New Breed acquisition, the non-deductible nature of certain expenses and the mix of income among the jurisdictions in which the Company does business with statutory tax rates that differ from the U.S. rate. The effective tax rate differs from the U.S. statutory rate of 35% in the nine-month period ended September 30, 2014 primarily due to the non-deductible nature of certain expenses and the mix of income among the jurisdictions in which the Company does business with statutory tax rates that differ from the U.S. rate.

The Company had valuation allowances of approximately \$58.7 million and \$7.1 million as of September 30, 2015 and December 31, 2014, respectively, on the deferred tax assets generated for federal, state and foreign net operating losses where it is more likely than not that the deferred tax assets will not be utilized. The portion of these valuation allowances representing activity reported in other comprehensive income is \$8.1 million as of September 30, 2015, with no amount represented at December 31, 2014. In evaluating the Company's ability to realize its deferred income tax assets, the Company considers all available positive and negative evidence, including operating results, ongoing tax planning, and the reversal of deferred tax liabilities on a jurisdiction by jurisdiction basis.

In general, it is the practice and intention of the Company to reinvest the earnings of its non-U.S. subsidiaries in those operations. As of September 30, 2015, the Company has not made a provision for U.S. or additional foreign withholding taxes for financial reporting over the tax basis of investments in foreign subsidiaries that the Company considers to be indefinitely reinvested, if any exists, except on those earnings that are subject to U.S. tax without regard to whether those earnings are actually distributed. Generally, such amounts become subject to U.S. taxation upon the remittance of dividends and under certain other circumstances. It is not practicable to estimate the amount of unrecorded deferred tax liability related to investments in these foreign subsidiaries.

### 15. Derivative Instruments

In the normal course of business, the Company is exposed to certain risks arising from business operations and economic factors, including fluctuations in interest rates and foreign currencies. To manage the volatility related to exposure to fluctuations in interest rates and foreign currencies, the Company uses derivative instruments. The objective of the derivative instruments is to reduce fluctuations in earnings and cash flows associated with changes in foreign currency rates and interest rates. These financial instruments are not used for trading or other speculative purposes. The Company has not historically incurred, and does not expect to incur in the future, any losses as a result of counterparty default.

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The Company formally documents all relationships between hedging instruments and hedged items, as well as the risk management objective and strategy for undertaking various hedge transactions. This process includes linking cash flow hedges to specific forecasted transactions or variability of cash flow to be paid. The Company also formally assesses, both at the hedge's inception and on an ongoing basis, whether the designated derivative instruments that are used in hedging transactions are highly effective in offsetting changes in cash flow of hedged items. When a derivative instrument is determined not to be highly effective as a hedge or the underlying hedged transaction is no longer probable, hedge accounting is discontinued prospectively. See **Note 2—Basis of Presentation and Significant Accounting Policies** of the condensed consolidated financial statements for the Company's accounting policies for derivative instruments.

### *Hedge of Net Investments in Foreign Operations*

In connection with the issuance of the Senior Notes due 2022, the Company entered into certain cross-currency swap agreements with a notional amount of \$730.9 million to manage the related foreign currency exchange risk by effectively converting a portion of the fixed-rate USD-denominated Senior Notes due 2022, including the semi-annual interest payments, to fixed-rate, EUR-denominated debt. The risk management objective 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 a portion of the Senior Notes due 2022. During the term of the swap contracts, the Company will receive semi-annual interest payments in June and December of each year from the counterparties based on USD fixed interest rates, and the Company will make semi-annual interest payments in June and December of each year to the counterparties based on EUR fixed interest rates. At maturity, the Company will repay the original principal amount in EUR and receive the principal amount in USD. The Company has designated the cross-currency swap agreements as qualifying hedging instruments and is accounting for these as net investment hedges. The gains and losses resulting from fair value adjustments to the cross-currency swap agreements are recorded in accumulated other comprehensive income to the extent that the cross-currency swaps are effective in hedging the designated risk. The Company did not record any ineffectiveness for the three- and nine-month periods ended September 30, 2015. The Company did not have cross-currency swap agreements in 2014.

In addition to the cross-currency swaps, the Company uses foreign currency denominated notes as nonderivative hedging instruments of its net investments in foreign operations. During the second quarter of 2015, the Company designated \$235.8 million of its Senior Notes due 2021 included in senior notes on the condensed consolidated balance sheets as a net investment hedge of its investments in international subsidiaries that use the EUR as their functional currency. During the period that the Senior Notes due 2021 were designated as a net investment hedge, the gains and losses resulting from exchange rate adjustments to the foreign currency denominated notes are recorded in accumulated other comprehensive income to the extent that the foreign currency denominated notes are effective in hedging the designated risk. As of September 30, 2015, there is no amount of Senior Notes due 2021 that is designated as a net investment hedge of its investments in international subsidiaries that use the EUR as their functional currency. The de-designation occurred in August 2015 and the \$4.7 million gain recognized in accumulated other comprehensive income during the period that the Senior Notes due 2021 were designated as a net investment hedge remains in accumulated other comprehensive income as of September 30, 2015 and will remain in accumulated other comprehensive income until the net investment is sold, completely liquidated, or deconsolidated due to a change in control. From the de-designation date through September 30, 2015, the gains and losses resulting from exchange rate adjustments to the foreign currency denominated notes are recorded in the statement of operations in other expense. The Company did not record any ineffectiveness for the three- and nine-month periods ended September 30, 2015. The Company did not have foreign currency denominated notes in 2014.

### *Interest Rate Hedging*

In order to mitigate variability in forecasted interest payments on the Company's EUR-denominated asset financings that are based on benchmark interest rates (e.g., Euribor), the Company has entered into interest rate swaps. The objective is for the cash flows of the interest rate swaps to offset any changes in cash flows of the forecasted interest payments attributable to changes in the benchmark interest rate. The interest rate swaps convert floating rate interest payments into fixed rate interest payments. The Company has designated the interest rate swaps as qualifying hedging instruments and is accounting for these as cash flow hedges of the forecasted obligations. The gains and losses resulting from fair value adjustments to the interest rate swaps are recorded in accumulated other comprehensive income to the extent that the interest rate swaps are effective in hedging the designated risk. The gains and losses will be reclassified from accumulated other comprehensive income to interest expense on the dates that interest payments accrue, or when the hedged item becomes probable not to occur. The Company is hedging its exposure to the variability in future cash flows for forecasted interest payments through December 2017. The Company did not have interest rate swaps in 2014. During the third quarter of 2015, \$11.2 million notional amount of the Company's interest rate swaps were discontinued as cash flow hedges and are classified as derivatives not designated as hedges as of September 30, 2015, with an inconsequential loss recognized in the condensed consolidated statements of operations for the three- and nine-months ended September 30, 2015.

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**Foreign Currency Forward Contract**

In order to manage the short-term effect of foreign currency exchange rate fluctuations in connection with a portion of the cash consideration paid in EUR to acquire a majority interest in the outstanding share capital of ND, the Company entered into a \$1,864.5 million short-term foreign currency forward contract in the second quarter of 2015. The foreign currency forward contract allowed the Company to purchase fixed amounts of EUR in the future at an exchange rate of €1.00 to \$1.13. The Company did not designate the foreign currency forward contract as a qualifying hedging instrument. Gains or losses on the foreign exchange forward contract are recorded in other expense in the condensed consolidated statements of operations. During the nine-month period ended September 30, 2015, the \$1,864.5 million foreign currency forward contract was settled. During the three- and nine-month periods ended September 30, 2015, the loss recorded in the condensed consolidated statements of operations related to the foreign currency forward contract was \$1.9 million and \$9.7 million, respectively. The Company did not have foreign currency forward contracts in 2014.

The following table presents the location on the condensed consolidated balance sheets in which the Company's derivative and nonderivative instruments have been recognized, the fair value hierarchy level applicable to each type of derivative and nonderivative instrument, and the related notional amounts and fair values as of September 30, 2015 (in millions):

	Balance Sheet Location	Fair Value Hierarchy Level	Notional Amount	Fair Value
<b>Derivatives designated as hedges:</b>				
Cross-currency swap agreements	Other long-term liabilities	Level 2	\$ 730.9	\$ (20.4)
Interest rate swaps	Other current liabilities Other long-term liabilities	Level 2	235.3	(8.3)
<b>Derivatives not designated as hedges:</b>				
Interest rate swaps	Other current liabilities Other long-term liabilities	Level 2	11.2	(0.7)
<b>Total</b>			<b>\$ 977.4</b>	<b>\$ (29.4)</b>

The following table indicates the amount of gains/(losses) that have been recognized in accumulated other comprehensive income/(loss) in the condensed consolidated balance sheets and gains/(losses) recognized in earnings in the condensed consolidated statements of operations for the three- and nine-month periods ended September 30, 2015 for derivative and nonderivative instruments (in millions):

	Recognized in Accumulated Other Comprehensive Income		Recognized in Earnings	
	For the Three Months Ended September 30, 2015	For the Nine Months Ended September 30, 2015	For the Three Months Ended September 30, 2015	For the Nine Months Ended September 30, 2015
<b>Derivatives designated as hedges:</b>				
Cross-currency swap agreements	\$ 11.5	\$ (20.4)	—	—
Interest rate swaps	(0.7)	(1.4)	—	—
<b>Derivatives not designated as hedges:</b>				
Interest rate swaps	—	—	—	—
<b>Nonderivatives designated as hedges:</b>				
Foreign currency denominated notes	5.3	4.7	—	—
<b>Total</b>	<b>\$ 16.1</b>	<b>\$ (17.1)</b>	<b>\$ —</b>	<b>\$ —</b>

**16. Earnings per Share**

Basic earnings per common share are computed by dividing net income available to common stockholders by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share are computed by dividing net income/loss available to common stockholders by the combined weighted average number of shares of common stock outstanding and the potential dilution of stock options, warrants, RSUs, PRSUs, Convertible Notes and the Company's Series A Convertible Perpetual Preferred Stock, par value \$0.001 per share, outstanding during the period, if dilutive. The weighted-average of potentially dilutive securities excluded from the computation of diluted earnings per share for the three- and nine-months ended September 30, 2015 and 2014 is shown per the table below.

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	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2015	2014	2015	2014
Basic weighted average common stock outstanding	98,568,971	54,469,943	87,315,661	49,497,353
Potentially Dilutive Securities:				
Shares underlying the conversion of preferred stock to common stock	10,414,242	10,476,430	10,447,283	10,485,283
Shares underlying the conversion of the convertible senior notes	4,190,266	7,341,490	4,578,305	7,473,420
Shares underlying warrants to purchase common stock	8,531,604	8,222,305	8,727,799	8,011,371
Shares underlying stock options to purchase common stock	596,422	557,973	627,511	529,072
Shares underlying restricted stock units and performance-based restricted stock units	1,132,326	821,892	1,114,133	713,498
	24,864,860	27,420,090	25,495,031	27,212,644
Diluted weighted average shares outstanding	123,433,831	81,890,033	112,810,692	76,709,997

The impact of this dilution was not reflected in the earnings per share calculations in the condensed consolidated statements of operations because the impact was anti-dilutive. The treasury stock method was used to determine the shares underlying warrants, stock options, RSUs and PRSUs for potential dilution with an average market price of \$37.93 per share and \$31.57 per share for the three-month periods ended September 30, 2015 and 2014, respectively, and \$42.22 per share and \$28.96 per share for the nine-month periods ended September 30, 2015 and 2014, respectively.

### 17. Segment Reporting

The Company determines its operating segments based on the information utilized by the chief operating decision maker, the Company's Chief Executive Officer, to allocate resources and assess performance. Based on this information, the Company has determined that it has two operating segments and two reportable segments. The Company's operating and reportable segments are Transportation and Logistics. As discussed further in **Note 3—Acquisitions**, the Company acquired a majority interest in ND on June 8, 2015. Prior to acquisition by the Company, ND had three operating segments - Transport, Logistics, and Air & Sea. The Company has included ND's Transport and Air & Sea operating segment results in its Transportation operating and reportable segments results of operations. ND's Air & Sea operating segment is similar to the Company's global forwarding business. The Company has included ND's Logistics operating segment results its Logistics operating and reportable segments results of operations. See **Note 1—Organization** of the condensed consolidated financial statements for further information.

These reportable segments are strategic business units through which the Company offers different services. The Company evaluates the performance of the segments primarily based on their respective net operating margin and also evaluates revenues, net revenue margin and operating income. Accordingly, interest expense and other non-operating items are not reported in segment results. In addition, the Company has disclosed a corporate segment, which is not an operating segment and includes the costs of the Company's executive and shared service teams, professional services such as legal and consulting, board of directors, and certain other corporate costs associated with operating as a public company. The Company allocates charges to the reportable segments for information technology ("IT") services, depreciation of IT fixed assets, medical benefit costs, as well as centralized recruiting and training resources. Intercompany transactions have been eliminated in the condensed consolidated balance sheets and results of operations. Intra-segment transactions have been eliminated in the reportable segment results of operations whereas inter-segment transactions represent a reconciling item to consolidated results as shown below.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. The Company evaluates performance based on various financial measures of the respective business segments. The chief operating decision maker does not review assets by segment for purposes of allocating resources and therefore assets by segment are not disclosed. The following schedule identifies selected financial data for each of the Company's reportable segments for the three- and nine-month periods ended September 30, 2015 and 2014, respectively (in millions):

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	Transportation	Logistics	Corporate	Eliminations	Total
<b>Three Months Ended September 30, 2015</b>					
Revenue	\$ 1,396.8	\$ 993.3	\$ —	\$ (28.0)	\$ 2,362.1
Operating income (loss)	30.9	36.0	(22.8)	—	44.1
Depreciation and amortization	54.8	46.9	0.4	—	102.1
Interest expense	—	—	61.5	—	61.5
Tax expense (benefit)	—	—	1.9	—	1.9
Goodwill	1,857.8	1,587.2	—	—	3,445.0
<b>Three Months Ended September 30, 2014</b>					
Revenue	\$ 612.4	\$ 50.1	\$ —	\$ —	\$ 662.5
Operating income (loss)	4.9	4.5	(23.0)	—	(13.6)
Depreciation and amortization	23.2	3.5	0.5	—	27.2
Interest expense	0.3	—	17.5	—	17.8
Tax expense (benefit)	—	—	(20.1)	—	(20.1)
Goodwill	566.3	352.2	—	—	918.5
<b>Nine Months Ended September 30, 2015</b>					
Revenue	\$ 2,820.4	\$ 1,493.7	\$ —	\$ (33.1)	\$ 4,281.0
Operating income (loss)	57.7	46.9	(95.2)	—	9.4
Depreciation and amortization	103.6	87.2	1.1	—	191.9
Interest expense	—	—	120.9	—	120.9
Tax expense (benefit)	—	—	(21.3)	—	(21.3)
Goodwill	1,857.8	1,587.2	—	—	3,445.0
<b>Nine Months Ended September 30, 2014</b>					
Revenue	\$ 1,475.8	\$ 50.1	\$ —	\$ —	\$ 1,525.9
Operating income (loss)	8.2	4.5	(59.6)	—	(46.9)
Depreciation and amortization	58.6	3.4	1.8	—	63.8
Interest expense	0.3	—	31.0	—	31.3
Tax expense (benefit)	0.7	—	(25.9)	—	(25.2)
Goodwill	566.3	352.2	—	—	918.5

## 18. Subsequent Events

### *Acquisition of Con-way*

On September 9, 2015, the Company entered into a definitive Agreement and Plan of Merger (the “Merger Agreement”) with Con-way Inc., a Delaware corporation (“Con-way”), and Canada Merger Corp., a Delaware corporation and wholly owned subsidiary of XPO (“Merger Subsidiary”). Headquartered in Ann Arbor, Michigan, Con-way was a *Fortune 500* company with a transportation and logistics network of 582 locations and approximately 30,000 employees serving over 36,000 customers.

Under the terms of the Merger Agreement, XPO caused Merger Subsidiary to commence a cash tender offer (the “Offer”) for all of Con-way's outstanding shares of common stock, par value \$0.625 per share (the “Shares”), at a purchase price of \$47.60 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes. The Offer and withdrawal rights expired immediately after 12:01 a.m., New York City time, on October 30, 2015. Computershare Trust Company, N.A., the depository for the Offer, has indicated that a total of 46,150,072 Shares were validly tendered and not properly withdrawn pursuant to the Offer as of the expiration date, representing approximately 81.1% of the outstanding Shares. In addition, Notices of Guaranteed Delivery have been delivered for 1,793,225 Shares, representing approximately 3.2% of the outstanding Shares. The number of Shares tendered (excluding Shares delivered pursuant to Notices of Guaranteed Delivery for which certificates were not yet delivered) satisfies the minimum condition, and all Shares that were validly tendered and not withdrawn pursuant to the offer have been accepted for payment. The aggregate consideration paid in the Offer and Merger Agreement was approximately \$3.0 billion, without giving effect to related transaction fees and expenses.

On October 30, 2015, following its acceptance of the tendered shares, XPO completed its acquisition of Con-way pursuant to the terms of the Merger Agreement. Merger Subsidiary merged with and into Con-way in accordance with Section 251(h) of the Delaware General Corporation Law, with Con-way continuing as the surviving corporation as a wholly owned subsidiary of XPO. Pursuant to the Merger Agreement, at the effective time each Share issued and outstanding immediately prior to the effective time was converted into the right to receive the purchase price other than Shares owned by (i) Con-way,

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XPO or Merger Subsidiary, which Shares have been canceled and cease to exist, (ii) any subsidiary of Con-way or XPO (other than Merger Subsidiary), which Shares have been converted into shares of common stock of the surviving corporation, or (iii) stockholders who validly exercise appraisal rights under Delaware law with respect to such Shares. All Con-way shares not validly tendered into the Offer have been canceled and converted into the right to receive the same \$47.60 per share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, as is to be paid for all Shares that were validly tendered and not withdrawn in the Offer. Con-way shares have ceased trading on the New York Stock Exchange.

Subsequent to our acquisition of Con-way, our integrated network includes approximately 84,000 employees at 1,469 locations in 32 countries serving over 50,000 customers. Our global contract logistics platform includes 151 million square feet of facility space. Our global ground transportation network includes approximately 19,000 owned tractors and 46,000 owned trailers, 10,000 trucks contracted through independent owner operations, and access to more than 50,000 independent carriers.

### ***Financing of Con-way Acquisition***

On October 30, 2015, the Company entered into the Second Amended and Restated Revolving Loan Credit Agreement (the “ABL Facility”) among XPO and certain of XPO’s U.S. and Canadian wholly owned subsidiaries (which include the U.S. subsidiaries of the former Con-way), as borrowers, the other credit parties from time to time party thereto, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as agent for such lenders. The ABL Facility replaces XPO’s existing Amended Credit Agreement, and, among other things, (i) increases the commitments under the ABL Facility to \$1.0 billion, (ii) permits the previously announced acquisition of Con-way, and the transactions relating thereto, (iii) reduces the margin on loans under the ABL Facility by 0.25% from that contained in the existing Amended Credit Agreement and (iv) matures on October 30, 2020 (subject, in certain circumstances, to a springing maturity in the event that XPO’s Senior Notes due 2019 are not repaid or subjected to a cash reserve three months prior to the maturity date thereof). Up to \$350 million of the ABL Facility is available for issuance of letters of credit, and up to \$50 million of the ABL Facility is available for swing line loans.

The ABL Facility is secured on a first lien basis by the assets of the credit parties which constitute ABL Facility priority collateral, as described therein, and on a second lien basis by certain other assets. The Company’s borrowings under the ABL Facility will bear interest at a rate equal to LIBOR or Base Rate, as defined in the agreement, plus an applicable margin of 1.50% to 2.00%, in the case of LIBOR loans, and 0.50% to 1.00%, in the case of Base Rate loans. The ABL Facility contains representations and warranties, affirmative and negative covenants and events of default customary for agreements of this nature. The commitment termination date on the ABL Facility is the earlier of (a) the stated termination date, October 30, 2020, and (b) May 31, 2019 (the “Early Termination Date”), unless prior to or as of the Early Termination Date, the Senior Notes due 2019 have been discharged, defeased, redeemed, repaid in full, all obligations thereunder have been terminated or the maturity thereof has been extended beyond February 1, 2021.

Among other things, the covenants in the ABL Facility limit the Company’s ability to, with certain exceptions: incur indebtedness; grant liens; engage in certain mergers, consolidations, acquisitions and dispositions; make certain investments and restricted payments; and enter into certain transactions with affiliates. In certain circumstances, the ABL Facility also requires the Company to maintain a Fixed Charge Coverage Ratio (as defined in the ABL Facility) of not less than 1.00 to 1.00. If an event of default under the ABL Facility shall occur and be continuing, the commitments thereunder may be terminated and the principal amount outstanding thereunder, together with all accrued unpaid interest and other amounts owed thereunder, may be declared immediately due and payable. Certain subsidiaries acquired by the Company in the future may be excluded from the restrictions contained in certain of the foregoing covenants.

On October 30, 2015, XPO entered into a senior secured term loan credit agreement (the “Term Loan Facility”) with certain U.S. subsidiaries of XPO from time to time party thereto, Morgan Stanley Senior Funding, Inc., as agent, and the lenders from time to time party thereto. The Term Loan Facility provided for a single borrowing of \$1.6 billion on the date thereof, which XPO used, together with cash on hand, to finance the consummation of the Offer and the acquisition of Con-way on October 30, 2015 and the transactions related thereto.

The Term Loan Facility is secured on a first lien basis by certain assets of the credit parties which constitute Term Loan Facility priority collateral, as described therein, and on a second lien basis by ABL Facility priority collateral. The Term Loan Facility contains representations and warranties, affirmative and negative covenants and events of default customary for agreements of this nature. XPO’s borrowings under the Term Loan Facility will bear interest at a rate equal to LIBOR or Base Rate, as defined in the agreement, plus an applicable margin of 4.50%, in the case of LIBOR loans, and 3.50%, in the case of Base Rate loans. The Term Loan Facility matures on October 30, 2021.

On the last business day of each fiscal quarter, commencing with the fiscal quarter ending March 31, 2016, a portion of the principal amount in an amount equal to 0.25% of the loan amount is to be repaid. In addition, commencing with the fiscal year ending December 31, 2016, the Company must prepay an aggregate principal amount of the Term Loan Facility equal to (a) 50% of excess cash flow, as defined in the agreement, if any for the most recent fiscal year ended minus (b) the sum of (i) all voluntary prepayments of loans during such fiscal year and (ii) all voluntary prepayments of loans under the ABL Facility or any other revolving credit facilities during such fiscal year to the extent accompanied by a corresponding permanent reduction

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in the commitments under the credit agreement or any other revolving credit facilities in the case of each of the immediately preceding clauses (i) and (ii), to the extent such prepayments are funded with internally generated cash flow, as defined in the agreement; provided, further, that (x) the excess cash flow percentage shall be 25% if the Consolidated Secured Net Leverage Ratio of Borrower, as defined in the agreement, for the fiscal year was less than or equal to 3.00:1.00 and greater than 2.50:1.00 and (y) the excess cash flow percentage shall be 0% if the Consolidated Secured Net Leverage Ratio of Borrower for the fiscal year was less than or equal to 2.50:1.00. The remaining principal is due at maturity.

### ***Con-way Legal Contingencies***

On June 11, 2014, XPO Logistics Worldwide Government Services, LLC, formerly known as Menlo Worldwide Government Services, LLC (“Government Services”), a subsidiary of the contract logistics business that the Company acquired through the Con-way transaction, received a subpoena *duces tecum* from the U.S. Department of Defense Inspector General requesting records relating to an investigation of its compliance with the terms and conditions of its contractual arrangements with the United States Transportation Command (the “DTCI Contract”). Government Services received a follow-on Civil Investigative Demand from the U.S. Department of Justice dated September 30, 2015, related to the same or related matters. The Company believes that Government Services has fully complied in all material respects with the terms and conditions of the DTCI Contract. The Company has cooperated fully in the investigation and intends to continue to do so. The Company is unable at this time to predict the outcome of the investigation. The Company has incurred and will continue to incur legal costs in connection with the investigation, and could incur additional costs, damages or penalties, depending on its outcome. The Company is unable at this time to estimate the amount of the possible loss or range of loss, if any, that it may incur as a result of the investigation.

**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” or the negative of these terms or other comparable terms. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements are based on certain assumptions and analyses made by us in light of our experience and perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate in the circumstances. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include those discussed elsewhere in this Quarterly Report, the risks discussed in our other filings with the SEC and the following: economic conditions generally; competition and pricing pressures; our ability to find suitable acquisition candidates and execute our acquisition strategy; the expected impact of acquisitions, including the recent Con-way acquisition and the related financing, including the expected impact on our results of operations; the ability to successfully integrate and realize anticipated synergies, cost savings and profit improvement opportunities with respect to Con-way and other acquired companies; our ability to raise debt and equity capital; our ability to attract and retain key employees to execute our growth strategy, including retention of Con-way’s key employees; litigation, including litigation related to alleged misclassification of independent contractors; our ability to develop and implement suitable information technology systems; our ability to maintain positive relationships with our network of third-party transportation providers; our ability to retain our and our acquired businesses’ largest customers; our ability to attract and retain qualified drivers; fuel price and fuel surcharge changes; rail and other network changes; labor matters; weather and other service disruptions; and governmental regulation. All forward-looking statements set forth in this Quarterly Report are qualified by these cautionary statements and there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to or effects on us or our business or operations. Forward-looking statements set forth in this Quarterly Report speak only as of the date hereof, and we do not undertake any obligation to update forward-looking statements to reflect subsequent events or circumstances, changes in expectations or the occurrence of unanticipated events, except to the extent required by law.*

The following discussion should be read in conjunction with our unaudited condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report. In addition, reference should be made to our audited consolidated financial statements and notes thereto and related “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our most recent Annual Report on Form 10-K.

**Executive Summary**

XPO Logistics is a top ten global provider of supply chain solutions. As of September 30, 2015, prior to our acquisition of Con-way Inc. (“Con-way”), our integrated network of over 56,000 employees and 900 locations operated in 27 countries, and included leading positions in many fast-growing areas of transportation and logistics, representing diverse industry sectors and geographies.

Our service capabilities, capacity and technology enable customers of all sizes to operate their supply chains more efficiently and at lower cost. Among the more than 30,000 customers we served as of September 30, 2015 are many of the world’s largest multinational companies, and these companies depend on us to manage their transportation and logistics needs.

We run our business on a global basis, with two segments: Logistics and Transportation. Within each segment, we have built robust service offerings that respond to fast-growing areas of customer demand. All of our businesses operate under the single brand of XPO Logistics.

In our Logistics segment, we provide a range of contract logistics services, including highly engineered and customized solutions, value-added warehousing and distribution, and other inventory solutions. We perform e-commerce fulfillment, reverse logistics, storage, factory support, aftermarket support, integrated manufacturing, packaging, labeling, distribution and transportation, as well as optimization services, such as supply chain consulting and production flow management.

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As of September 30, 2015, prior to our acquisition of Con-way, we operated approximately 129 million square feet (12.1 million square meters) of contract logistics facility space, with about 50 million square feet (4.7 million square meters) of that capacity in the United States.

In our Transportation segment, we hold industry-leading positions in both North America and Europe. In North America, we are the leader in last mile logistics for heavy goods and expedite shipment management, and we are among the largest providers of freight brokerage and intermodal rail and drayage services. As of September 30, 2015, our truck procurement hubs manage relationships with more than 6,400 owner operator trucks under contract for drayage, expedited and last mile, as well as an additional 32,000 carriers representing approximately 750,000 trucks on the road. In addition, we have a growing position in freight forwarding across our global footprint.

In Europe, we operate the largest ground transportation network in our industry. As of September 30, 2015, we owned approximately 7,700 trucks, which gives us control of critical capacity for our customers; a portion of this fleet is assigned to dedicated carriage. Our trucks are also an important part of our freight brokerage network, which includes 3,200 trucks contracted through independent owner operators and access to another 12,000 independent carriers.

In a little more than four years, we have taken XPO from a \$177 million U.S. business to one of the top ten transportation and logistics companies in the world. In September 2011, following the equity investment in the Company led by Jacobs Private Equity, LLC, we put a highly skilled management team in place and began the disciplined execution of our plan, achieving significant scale and creating numerous opportunities for further growth. We offer customers a compelling value proposition as:

- The second largest global provider of contract logistics based on square footage, with one of the largest e-fulfillment platforms in Europe;
- The second largest freight brokerage firm in North America according to Transport Topics;
- The largest ground transportation network in Europe, including an asset-light palletized network;
- The largest provider of last mile logistics for heavy goods in North America, and a leading last mile provider to the e-commerce industry;
- The largest manager of time-critical and high-value expedite shipments in North America via ground transportation, air charter and web-based managed transportation services;
- The third largest provider of door-to-door intermodal rail and drayage services in North America;
- An established leader in cross-border Mexico intermodal, where demand is booming due to the near-shoring of manufacturing; and
- A growing provider of global forwarding services, with a network of independent market experts who provide local oversight in thousands of key trade areas worldwide.

We believe that our ability to provide customers with integrated, end-to-end supply chain solutions gives us a competitive advantage. Many customers, particularly large companies, are increasingly turning to multi-modal providers to handle their supply chain requirements. We have built XPO to capitalize on this trend, as well as the trend toward outsourcing in both transportation and logistics, the boom in e-commerce, the adoption of just-in-time inventory practices, and the near-shoring in Mexico.

Our customers are served by well-trained employees who understand the importance of world-class service, and who use our leading-edge, proprietary technology to perform their jobs. We have a global team of approximately 1,000 IT professionals who understand how to drive innovation for the benefit of our customers. Our annual investment in technology is among the highest in our industry, because we see the ongoing development of our proprietary technology as being critical to our ability to continually improve customer service and leverage our scale.

### **Our Strategy for Growth**

XPO Logistics is a top ten global transportation and logistics company, providing cutting-edge supply chain solutions to the most successful companies in the world. We've established leading positions in key areas of transportation and logistics, where there's strong secular demand. We offer our solutions through our highly integrated, multi-modal organization that operates under the single XPO Logistics brand. Our strategy is to optimize our global franchise, execute on opportunities to increase our profitability, and create dramatic long-term value for our customers and shareholders.

Subsequent to our acquisition of Con-way, our integrated network includes approximately 84,000 employees at 1,469 locations in 32 countries serving over 50,000 customers. Our global contract logistics platform includes 151 million square feet of facility space. Our global ground transportation network includes approximately 19,000 owned tractors and 46,000

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0 owned trailers, 10,000 trucks contracted through independent owner operations, and access to more than 50,000 independent carriers.

We intend to continue to grow the business in a disciplined manner, and with a compelling value proposition: integrated solutions for any company, of any size, with any combination of supply chain needs.

### ***Acquisition of Con-way***

On September 9, 2015, the Company entered into a definitive Agreement and Plan of Merger (the “Merger Agreement”) with Con-way Inc. and Canada Merger Corp., a Delaware corporation and wholly owned subsidiary of XPO (“Merger Subsidiary”). Under the terms of the Merger Agreement, XPO caused Merger Subsidiary to commence a cash tender offer (the “Offer”) for all of Con-way's outstanding shares of common stock, par value \$0.625 per share (the “Shares”), at a purchase price of \$47.60 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes. Headquartered in Ann Arbor, Michigan, Con-way was a *Fortune 500* company with a transportation and logistics network of 582 locations and approximately 30,000 employees serving over 36,000 customers. The aggregate consideration paid in the Offer and Merger Agreement was approximately \$3.0 billion, without giving effect to related transaction fees and expenses. The acquisition of Con-way closed on October 30, 2015. For additional information refer to **Note 18—Subsequent Events**.

### ***Financing of Con-way Acquisition***

In connection with the completion of the acquisition of Con-way, XPO entered into a new \$1.6 billion term loan credit agreement, the proceeds of which were used, together with cash on hand, to finance a portion of the acquisition consideration as well as other costs and expenses related to the transaction. XPO also entered into a new \$1.0 billion asset-based revolving credit facility, which replaced XPO's existing \$415.0 million asset-based revolving credit facility. For additional information refer to **Note 18—Subsequent Events**.

### ***Acquisition of Majority Interest in Norbert Dentressangle SA***

On June 8, 2015, pursuant to the terms and subject to the conditions of the ND Share Purchase Agreement, Dentressangle Initiatives, Mrs. Evelyne Dentressangle, Mr. Pierre-Henri Dentressangle and Ms. Marine Dentressangle (collectively, the “Sellers”) sold to XPO and XPO purchased from the Sellers (the “Share Purchase”), all of the ordinary shares of ND owned by the Sellers, representing a total of approximately 67% of the share capital of ND and all of the outstanding share subscription warrants granted by ND to employees, directors or other officers of ND and its affiliates. On June 11, 2015, XPO filed with the French *Autorité des Marchés Financiers* (the “AMF”) a mandatory simplified cash offer (the “Tender Offer”) to purchase all of the remaining outstanding ordinary shares of ND (other than the shares already owned by XPO) at a price of €217.50 per share. On June 23, 2015, the Company received the necessary approvals from the AMF to launch the Tender Offer and the Tender Offer was launched on June 25, 2015. The Tender Offer remained open for a period of 16 trading days. As of September 30, 2015, the Company had purchased 1,921,553 shares under the Tender Offer and acquired a total of approximately 86.25% of the share capital of ND, including all of the outstanding share subscription warrants granted by ND to employees, directors or other officers of ND and its affiliates. The fair value of total consideration paid for ND, net of acquired cash, was €2,650.8 million, or \$2,961.6 million. For additional information refer to **Note 3—Acquisitions**.

### ***Redemption of ND's Euro Private Placement Notes***

In conjunction with our acquisition of ND, we assumed ND's Euro private placement debt of €75.0 million aggregate principal amount of 3.80% notes due December 20, 2019 (the “Euro Private Placement Notes due 2019”) and €160.0 million aggregate principal amount of 4.00% notes due December 20, 2020 (the “Euro Private Placement Notes due 2020”) and together with the Euro Private Placement Notes due 2019, the “Euro Private Placement Notes”). The Company redeemed €223.0 million of the Euro Private Placement Notes at par on July 31, 2015.

### ***Conversion of Series C Preferred Stock into Common Stock***

On May 29, 2015, we entered into fifteen separate Investment Agreements (the “Investment Agreements”) with sovereign wealth funds and institutional investors (collectively, the “Purchasers”). Pursuant to the Investment Agreements, on June 3, 2015, we issued and sold 15,499,445 shares (the “Purchased Common Shares”) in the aggregate of our common stock, and 562,525 shares (the “Purchased Preferred Stock” and, together with the Purchased Common Shares, the “Purchased Securities”) in the aggregate of our Series C Convertible Perpetual Preferred Stock in a private placement. The purchase price per Purchased Common Share was \$45.00 and the purchase price per share of Purchased Preferred Stock was \$1,000. The Purchased Preferred Stock was mandatorily convertible into an aggregate of 12,500,546 additional shares of Company common stock subject to the approval of the Company's stockholders. We held a special meeting of stockholders of the Company on September 8, 2015 in which the Company's stockholders approved the issuance of shares of Company common stock upon the

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conversion of the Purchased Preferred Stock. Immediately following the special meeting, the Purchased Preferred Stock was automatically converted into 12,500,546 shares of Company common stock. No additional consideration was received by the Company in connection with the conversion of the Purchased Preferred Stock into Company common stock.

The Purchased Preferred Stock was issued with an initial conversion price of \$45.00 per share. As of May 29, 2015, our common stock price was \$49.16. As a result, the conversion feature was issued “in-the-money” and we allocated the beneficial conversion feature of \$52.0 million to additional paid-in capital. The beneficial conversion feature was contingent upon receiving approval of our stockholders and was therefore recognized in net loss attributable to common shareholders upon receiving stockholder approval on September 8, 2015. For additional information refer to **Note 11—Stockholder's Equity**.

### **Other Reporting Disclosures**

The following section describes some of our revenue and expense categories and is provided to facilitate investors’ understanding of the discussion of our financial results below.

#### Revenue

Revenue is generated through the rates and other fees we charge our customers for our portfolio of freight transportation services as well as through contracts for services provided to certain customers and is impacted by changes in volume, product mix, length of haul, route changes and scope of contracted services provided. The freight transportation and logistics services we provide include truckload, less-than-truckload, and intermodal brokerage, last-mile delivery logistics services, time-critical, urgent shipment solutions, freight forwarding, and contract logistics services.

#### Cost of transportation and services

Cost of transportation and services is primarily attributable to the cost of providing or procuring freight transportation services for our customers, commissions paid to independent station owners in our freight forwarding business, and insurance and truck leasing expense in our expedited business. Our primary means of providing capacity are through our truck fleet in Europe as well as our base of variable cost third-party owner operators and contract carriers in North America for ground transportation and air charter services in our expedited business and our network of independent truck, rail, ocean and air carriers in our freight brokerage and freight forwarding businesses. In the condensed consolidated statements of operations, cost of transportation and services was changed from cost of purchased transportation and services to incorporate ND's trucking fleet costs, such as driver costs, trucking fleet depreciation expense, and truck maintenance costs, in this line item. The costs included on this line item for the three- and nine-month periods ended September 30, 2014 are the same as originally reported.

#### Net revenue

Net revenue is total revenue less the cost of transportation and services. This discussion and analysis refers from time to time to net revenue margin. We use the term net revenue margin to refer to the quotient, expressed as a percentage, of net revenue divided by revenue.

#### Direct operating expense

Direct operating expenses are both fixed and variable expenses directly relating to our intermodal, last mile and contract logistics operations and consist of operating costs related to our contract logistics facilities; intermodal equipment lease expense, depreciation expense, maintenance and repair costs, and property taxes; operating costs of our local drayage and last mile warehousing facilities; the direct cost of the European pallet network, such as direct labor, properties, and forklift trucks; and fixed terminal and cargo handling expenses. Operating costs of our contract logistics facilities consist mainly of personnel costs, facility and equipment expenses, materials and supplies, information technology expenses, depreciation expense and other operating expenses related to our contract logistics facilities. Intermodal equipment maintenance and repair costs consist of the costs related to the upkeep of the intermodal equipment fleet. Operating costs of our local drayage and last mile warehousing facilities consist mainly of personnel costs, rent, maintenance, utilities and other facility related costs. Fixed terminal and cargo handling costs primarily relate to the fixed rent and storage expense charged by terminal operators.

#### Sales, general and administrative expense

Sales, general and administrative expense (“SG&A”) consists of costs relating to customer acquisition, carrier procurement, billing, customer service, salaries and related expenses of the executive and administrative staff, acquisition-related costs, office expenses, technology services, professional fees and other purchased services relating to the aforementioned functions, and depreciation (excluding rail car, container and chassis depreciation related to our intermodal business and depreciation related to our contract logistics facilities and equipment) and amortization expense. The purchased services category includes professional and consulting fees, legal fees and other services purchased from third-parties. The

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other SG&A expense category includes expense related to supplies, travel, communications, facilities, insurance, the provision for allowance for doubtful accounts, share-based compensation and other administrative costs.

**XPO Logistics, Inc.**  
**Consolidated Summary Financial Table**  
**(Unaudited)**  
**(In millions)**

	For the Three Months Ended September 30,		Percent of Revenue		Change	For the Nine Months Ended September 30,		Percent of Revenue		Change
	2015	2014	2015	2014		2015	2014	2015	2014	
<b>Revenue</b>	\$ 2,362.1	\$ 662.5	100.0 %	100.0 %	256.5 %	\$ 4,281.0	\$ 1,525.9	100.0 %	100.0 %	180.6 %
<b>Cost of transportation and services</b>	1,237.3	487.4	52.4 %	73.6 %	153.9 %	2,385.4	1,170.5	55.7 %	76.7 %	103.8 %
<b>Net revenue</b>	1,124.8	175.1	47.6 %	26.4 %	542.4 %	1,895.6	355.4	44.3 %	23.3 %	433.4 %
<b>Direct operating expense</b>	798.1	71.0	33.8 %	10.7 %	1,024.1 %	1,267.5	102.2	29.6 %	6.7 %	1,140.2 %
<b>SG&amp;A expense</b>										
Salaries & benefits	156.7	56.1	6.6 %	8.5 %	179.3 %	326.2	151.5	7.6 %	9.9 %	115.3 %
Other SG&A expense	37.7	21.8	1.6 %	3.3 %	72.9 %	87.4	51.3	2.0 %	3.4 %	70.4 %
Purchased services	32.0	16.7	1.4 %	2.5 %	91.6 %	85.6	38.4	2.0 %	2.5 %	122.9 %
Depreciation & amortization	56.2	23.1	2.4 %	3.5 %	143.3 %	119.5	58.9	2.8 %	3.9 %	102.9 %
<b>Total SG&amp;A expense</b>	282.6	117.7	12.0 %	17.8 %	140.1 %	618.7	300.1	14.4 %	19.7 %	106.2 %
<b>Operating income (loss)</b>	44.1	(13.6)	1.8 %	(2.1)%	(424.3)%	9.4	(46.9)	0.3 %	(3.1)%	(120.0)%
Other expense	1.6	0.3	0.1 %	—	433.3 %	3.9	0.7	0.1 %	—	457.1 %
Foreign currency loss	14.5	—	0.6 %	—	100.0 %	34.6	—	0.8 %	—	100.0 %
Interest expense	61.5	17.8	2.6 %	2.7 %	245.5 %	120.9	31.3	2.8 %	2.1 %	286.3 %
<b>Loss before income tax</b>	(33.5)	(31.7)	(0.9)%	(4.8)%	5.7 %	(150.0)	(78.9)	(2.6)%	(5.2)%	90.1 %
<b>Income tax expense (benefit)</b>	1.9	(20.1)	0.1 %	(3.0)%	(109.5)%	(21.3)	(25.2)	(0.5)%	(1.7)%	(15.5)%
<b>Net loss</b>	\$ (35.4)	\$ (11.6)	(1.0)%	(1.8)%	205.2 %	\$ (128.7)	\$ (53.7)	(2.1)%	(3.5)%	139.7 %

**Consolidated Results**

**Three Months Ended September 30, 2015 Compared to Three Months Ended September 30, 2014**

Our consolidated revenue for the third quarter of 2015 increased 256.5% to \$2,362.1 million from \$662.5 million in the third quarter of 2014. The increase was driven primarily by the acquisitions of ND, New Breed, BTT, ACL and UX. ND's revenue included in the Company's results in the third quarter of 2015 was \$1,529.7 million.

Net revenue for the third quarter of 2015 increased 542.4% to \$1,124.8 million from \$175.1 million in the third quarter of 2014. Net revenue margin was 47.6% in the third quarter of 2015 as compared to 26.4% in the third quarter of 2014. The increase in net revenue is attributable to acquisitions and organic growth. The increase in net revenue margin primarily relates to the acquisitions of ND and New Breed as well as organic improvement to net revenue margin in our truck brokerage and intermodal, last mile, expedite and global forwarding businesses.

Direct operating expense for the third quarter of 2015 was \$798.1 million, or 33.8% as a percentage of revenue, compared to \$71.0 million, or 10.7% as a percentage of revenue, in the third quarter of 2014. Direct operating expense increased due to the acquisitions of ND and New Breed.

SG&A expense increased by \$164.9 million in the third quarter of 2015 compared to the third quarter of 2014 primarily due to SG&A associated with new acquisitions and increased intangible asset amortization related to acquisitions. SG&A expense as a percentage of revenue decreased to 12.0% in the third quarter of 2015 as compared to 17.8% in the third quarter of 2014.

Other expense for the third quarter of 2015 increased to \$1.6 million from \$0.3 million in the third quarter of 2014. The increase was primarily driven by a \$1.9 million loss on a foreign exchange derivative contract used to hedge currency fluctuation associated with the purchase price of ND offset by a \$0.4 million gain on the sale of intermodal equipment in the third quarter of 2015.

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Foreign currency loss for the third quarter of 2015 increased to \$14.5 million from \$0.0 million in the third quarter of 2014. The increase was due to foreign currency transaction and remeasurement losses on the cash held to purchase ND and the impact of other foreign currency transactions.

Interest expense for the third quarter of 2015 increased 245.5% to \$61.5 million from \$17.8 million in the third quarter of 2014. Interest expense in 2015 included \$1.1 million of expense related to the conversion of our Convertible Notes. The remainder of interest expense was related to our Senior Notes, Convertible Notes, Euro Private Placement Notes, Asset Financing and other debt facilities.

Our effective income tax rates in the third quarter of 2015 and 2014 were (5.7)% and 63.4%, respectively. The tax rate for the third quarter of 2015 reflects the adjustment of valuation allowances on the Company's net federal, state and foreign deferred tax assets, the non-taxable nature of certain foreign currency translations, the current U.S. taxation of earnings of its non-U.S. subsidiaries and the mix of income among the jurisdictions in which the Company does business with statutory tax rates that differ from the U.S. rate. The tax rate for the third quarter of 2014 reflects the release of previously recorded valuation allowances on our net federal and state deferred tax assets, the non-deductible loss on convertible debt, other non-deductible amounts, and the mix of income among the jurisdictions in which we do business with statutory tax rates that differ from the U.S. rate. For both periods, our effective income tax rates reflect the Company's intention and ability to permanently reinvest earnings of its foreign subsidiaries. Accordingly, the Company has not provided additional U.S. taxes on the undistributed earnings as of the balance sheet dates, except on those earnings that are subject to U.S. tax without regard to whether those earnings are actually distributed.

The increase in net loss was due primarily to higher interest expense, foreign currency loss and other expense and increased intangible asset amortization related to acquisitions.

### ***Nine Months Ended September 30, 2015 Compared to Nine Months Ended September 30, 2014***

Our consolidated revenue for the first nine months of 2015 increased 180.6% to \$4,281.0 million from \$1,525.9 million in the first nine months of 2014. The increase was driven by the acquisitions of ND, BTT, New Breed, Pacer, ACL and UX as well as organic growth. ND's revenue included in the Company's results in the first nine months of 2015 was \$1,937.3 million.

Net revenue for the first nine months of 2015 increased 433.4% to \$1,895.6 million from \$355.4 million in the first nine months of 2014. Net revenue margin was 44.3% in the first nine months of 2015 as compared to 23.3% in the first nine months of 2014. The increase in net revenue is attributable to acquisitions and organic growth. The increase in net revenue margin primarily relates to the acquisitions of ND, New Breed and Pacer as well as organic improvement to net revenue margin at our brokerage and intermodal, last mile, expedite and global forwarding businesses.

Direct operating expense for the first nine months of 2015 was \$1,267.5 million, or 29.6% as a percentage of revenue, compared to \$102.2 million, or 6.7% as a percentage of revenue, in the first nine months of 2014. Direct operating expense increased due to the acquisitions of ND, New Breed and Pacer.

SG&A expense increased by \$318.6 million in the first nine months of 2015 compared to the first nine months of 2014 primarily due to the contribution of SG&A associated with new acquisitions, increased intangible asset amortization related to acquisitions and transaction and integration costs. SG&A expense as a percentage of revenue decreased to 14.4% in the first nine months of 2015 as compared to 19.7% in the first nine months of 2014.

Other expense for the first nine months of 2015 increased to \$3.9 million from \$0.7 million in the first nine months of 2014. The increase was primarily driven by a \$9.7 million loss on a foreign exchange derivative contract used to hedge currency fluctuation associated with the purchase price of ND offset by a \$6.0 million gain on the sale of intermodal equipment in the first nine months of 2015.

Foreign currency loss for the first nine months of 2015 increased to \$34.6 million from \$0.0 million in the third quarter of 2014. The increase was due to foreign currency transaction and remeasurement losses on the cash held to purchase ND and the impact of other foreign currency transactions related to the acquisition of ND.

Interest expense for the first nine months of 2015 increased 286.3% to \$120.9 million from \$31.3 million in the first nine months of 2014. Interest expense for the first nine months of 2015 included \$9.0 million of financing commitment fees and \$8.0 million of expense related to the conversion of our Convertible Notes. The remainder of interest expense was related to our Senior Notes, Convertible Notes, Euro Private Placement Notes, Asset Financing and other debt facilities.

Our effective income tax rates in the first nine months of 2015 and 2014 were 14.2% and 31.9%, respectively. The tax rate for the first nine months of 2015 reflects the establishment of valuation allowances on our net federal, state and foreign deferred tax assets, the non-taxable nature of certain foreign currency translations and last mile holdback liability release, the current U.S. taxation of earnings of our non-U.S. subsidiaries and the mix of income among the jurisdictions in which we do business with statutory rates that differ from the U.S. rate. The tax rate for the first nine months of 2014 reflects the non-deductible nature of certain expenses (including those related to the Company's acquisitions) and the mix of income among the

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jurisdictions in which we do business with statutory rates that differ from the U.S. rate. For both periods, our effective income tax rates reflect the Company's intention and ability to permanently reinvest earnings of its foreign subsidiaries. Consequently the Company has not provided any additional U.S. taxes on the undistributed earnings as of the balance sheet dates, except on those earnings that are subject to U.S. tax without regard to whether those earnings are actually distributed.

The increase in net loss was due primarily to higher interest expense, foreign currency loss and other expense and increased intangible asset amortization related to acquisitions.

### Transportation Summary Financial Table (Unaudited) (In millions)

	For the Three Months Ended September 30,		Percent of Revenue		Change	For the Nine Months Ended September 30,		Percent of Revenue		Change
	2015	2014	2015	2014	%	2015	2014	2015	2014	%
<b>Revenue</b>	\$ 1,396.8	\$ 612.4	100.0%	100.0%	128.1%	\$ 2,820.4	\$ 1,475.8	100.0%	100.0%	91.1%
<b>Cost of transportation and services</b>	1,081.7	487.4	77.4%	79.6%	121.9%	2,190.0	1,170.5	77.6%	79.3%	87.1%
<b>Net revenue</b>	315.1	125.0	22.6%	20.4%	152.1%	630.4	305.3	22.4%	20.7%	106.5%
<b>Direct operating expense</b>	135.4	29.1	9.7%	4.8%	365.3%	223.5	60.3	7.9%	4.1%	270.6%
<b>SG&amp;A expense</b>										
Salaries & benefits	85.1	47.6	6.1%	7.8%	78.8%	199.9	126.0	7.1%	8.5%	58.7%
Other SG&A expense	22.4	16.4	1.6%	2.7%	36.6%	53.0	40.7	1.9%	2.8%	30.2%
Purchased services	9.9	5.8	0.7%	0.9%	70.7%	23.2	14.2	0.8%	1.0%	63.4%
Depreciation & amortization	31.4	21.2	2.2%	3.5%	48.1%	73.1	55.9	2.6%	3.8%	30.8%
<b>Total SG&amp;A expense</b>	148.8	91.0	10.6%	14.9%	63.5%	349.2	236.8	12.4%	16.1%	47.5%
<b>Operating income</b>	\$ 30.9	\$ 4.9	2.3%	0.7%	530.6%	\$ 57.7	\$ 8.2	2.1%	0.5%	603.7%

Note: Total depreciation and amortization for the Transportation reportable segment included in cost of transportation and services, direct operating expense and SG&A was \$54.8 million and \$23.2 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$103.6 million and \$58.6 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

## **Transportation**

### **Three Months Ended September 30, 2015 Compared to Three Months Ended September 30, 2014**

Revenue in our Transportation segment increased by 128.1% to \$1,396.8 million in the third quarter of 2015 compared to \$612.4 million in the third quarter of 2014. This increase was primarily driven by the acquisitions of ND, BTT, ACL and UX.

Net revenue increased 152.1% to \$315.1 million in the third quarter of 2015 from \$125.0 million in the third quarter of 2014. Net revenue margin was 22.6% in the third quarter of 2015 as compared to 20.4% in the third quarter of 2014. The increase in net revenue is attributable to acquisitions and organic growth. The increase in net revenue margin was primarily due to price optimization, lower purchased transportation costs, and the shedding of unprofitable business. We improved our margin percentages in all of our transportation businesses from a year ago, including truck brokerage and intermodal, last mile, expedite and global forwarding.

Direct operating expense for the third quarter of 2015 was \$135.4 million, or 9.7% as a percentage of revenue, compared to \$29.1 million, or 4.8% as a percentage of revenue, in the third quarter of 2014. Direct operating expense increased primarily due to the acquisition of ND.

SG&A expense increased to \$148.8 million in the third quarter of 2015 from \$91.0 million in the third quarter of 2014. The increase in SG&A expense was primarily due to the contribution of SG&A associated with new acquisitions and transaction and integration costs. As a percentage of revenue, SG&A expense decreased to 10.6% in the third quarter of 2015 compared to 14.9% in the third quarter of 2014.

Our Transportation segment generated operating income of \$30.9 million in the third quarter of 2015 compared to \$4.9 million in the third quarter of 2014 primarily due to the increase in net revenue and lower SG&A as a percentage of revenue.

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Management's growth strategy for the Transportation segment is to:

- Acquire complementary transportation businesses that would benefit from our scale and potential access to capital;
- Market our broader multi-modal offering to customers of all sizes, both new business and existing accounts;
- Expand our footprint by opening new sales offices;
- Recruit sales and service representatives and improve employee productivity with state-of-the-art training and information technology;
- Focus on carrier recruitment and retention, as well as improved utilization of the current carrier fleet;
- Build leadership positions in the fastest-growing areas of transportation;
- Integrate industry best practices, with specific focus on better leveraging our scale and lowering administrative overhead;
- Continue to integrate our information technology platform; and
- Cross-sell transportation services to customers of our Logistics segment.

### *Nine Months Ended September 30, 2015 Compared to Nine Months Ended September 30, 2014*

Revenue in our Transportation segment increased by 91.1% to \$2,820.4 million in the first nine months of 2015 compared to \$1,475.8 million in the first nine months of 2014. This increase was driven by the acquisitions of ND, BTT, Pacer, ACL and UX as well as organic growth.

Net revenue increased 106.5% to \$630.4 million in the first nine months of 2015 from \$305.3 million in the first nine months of 2014. Net revenue margin was 22.4% in the first nine months of 2015 as compared to 20.7% in the first nine months of 2014. The increase in net revenue is attributable to acquisitions and organic growth. The increase in net revenue margin primarily relates to improvement in net revenue margin at our brokerage and intermodal, last mile, expedite and global forwarding businesses.

Direct operating expense for the first nine months of 2015 was \$223.5 million, or 7.9% as a percentage of revenue, compared to \$60.3 million, or 4.1% as a percentage of revenue, in the first nine months of 2014. Direct operating expense increased due to the acquisitions of ND and Pacer.

SG&A expense increased to \$349.2 million in the first nine months of 2015 from \$236.8 million in the first nine months of 2014. The increase in SG&A expense was primarily due to the contribution of SG&A associated with new acquisitions, increased intangible asset amortization related to acquisitions and transaction and integration costs. As a percentage of revenue, SG&A expense decreased to 12.4% in the first nine months of 2015 compared to 16.1% in the first nine months of 2014.

Our Transportation segment generated operating income of \$57.7 million in the first nine months of 2015 compared to \$8.2 million in the first nine months of 2014 primarily due to the increase in net revenue and lower SG&A as a percentage of revenue.

**Logistics  
Summary Financial Table  
(Unaudited)  
(In millions)**

	For the Three Months Ended September 30,		Percent of Revenue		Change %	For the Nine Months Ended September 30,		Percent of Revenue		Change %
	2015	2014	2015	2014		2015	2014	2015	2014	
<b>Revenue</b>	\$ 993.3	\$ 50.1	100.0%	100.0%	1,882.6%	\$ 1,493.7	\$ 50.1	100.0%	100.0%	2,881.4%
<b>Cost of transportation and services</b>	183.3	—	18.5%	—	100.0%	228.8	—	15.3%	—	100.0%
<b>Net revenue</b>	810.0	50.1	81.5%	100.0%	1,516.8%	1,264.9	50.1	84.7%	100.0%	2,424.8%
<b>Direct operating expense</b>	662.8	41.9	66.7%	83.6%	1,481.9%	1,044.0	41.9	69.9%	83.6%	2,391.6%
<b>SG&amp;A expense</b>										
Salaries & benefits	62.0	1.6	6.2%	3.2%	3,775.0%	91.9	1.6	6.2%	3.2%	5,643.8%
Other SG&A expense	11.3	0.5	1.1%	1.0%	2,160.0%	19.2	0.5	1.3%	1.0%	3,740.0%
Purchased services	13.5	0.4	1.4%	0.8%	3,275.0%	17.6	0.4	1.2%	0.8%	4,300.0%
Depreciation & amortization	24.4	1.2	2.5%	2.4%	1,933.3%	45.3	1.2	3.0%	2.4%	3,675.0%
<b>Total SG&amp;A expense</b>	111.2	3.7	11.2%	7.4%	2,905.4%	174.0	3.7	11.7%	7.4%	4,602.7%
<b>Operating income</b>	\$ 36.0	\$ 4.5	3.6%	9.0%	700.0%	\$ 46.9	\$ 4.5	3.1%	9.0%	942.2%

Note: Total depreciation and amortization for the Logistics reportable segment included in both direct operating expense and SG&A was \$46.9 million and \$3.5 million for the three-month periods ended September 30, 2015 and 2014, respectively, and \$87.2 million and \$3.4 million for the nine-month periods ended September 30, 2015 and 2014, respectively.

**Logistics**

**Three Months Ended September 30, 2015 Compared to Three Months Ended September 30, 2014**

Our Logistics segment was established through the acquisition of New Breed in September 2014 and grew with our acquisition of ND in June 2015. Our Logistics segment is a leading provider of highly engineered, technology-enabled contract logistics services for manufacturers, retailers, distributors and service companies.

Revenue in our Logistics segment increased by 1,882.6% to \$993.3 million in the third quarter of 2015 compared to \$50.1 million in the third quarter of 2014. This increase was driven by the acquisition of ND and the inclusion of a full quarter of New Breed's results. Results for the Logistics segment in the third quarter of 2014 reflect a partial contribution from our acquisition of New Breed on September 2, 2014, and do not include our European operations, which were acquired on June 8, 2015.

Net revenue increased 1,516.8% to \$810.0 million in the third quarter of 2015 from \$50.1 million in the third quarter of 2014. The increase in net revenue is attributable to the acquisition of ND and the inclusion of a full quarter of New Breed's results.

Direct operating expense in the third quarter of 2015 was \$662.8 million, or 66.7% as a percentage of revenue, compared to \$41.9 million, or 83.6% as a percentage of revenue, in the third quarter of 2014. Direct operating expense increased due to the acquisition of ND and the inclusion of a full quarter of New Breed's results.

SG&A expense increased to \$111.2 million in the third quarter of 2015 from \$3.7 million in the third quarter of 2014. The increase in SG&A expense was due to the contribution of SG&A associated with the acquisition of ND and the inclusion of a full quarter of New Breed's results. As a percentage of revenue, SG&A expense increased to 11.2% in the third quarter of 2015 compared to 7.4% in the third quarter of 2014.

Our Logistics segment generated operating income of \$36.0 million in the third quarter of 2015 compared to \$4.5 million in the third quarter of 2014, due to the acquisition of ND and the inclusion of a full quarter of New Breed's results. Operating income in the third quarter of 2015 was reduced by transaction and integration costs.

Management's growth strategy for the Logistics segment is to:

- Focus sales and marketing investments to capture additional business in the technology/telecom, retail/e-commerce, aerospace, medical equipment and manufacturing sectors by leveraging the segment's proprietary technology, network of facilities and industry-specific experience;
- Increase share of spend with existing contract logistics customers who may outsource more of this business to XPO, and who have broader transportation needs we can service;

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- Pursue selective acquisitions of complementary contract logistics operations; and
- Cross-sell technology-enabled contract logistics and managed transportation services to customers of our Transportation segment.

***Nine Months Ended September 30, 2015 Compared to Nine Months Ended September 30, 2014***

Revenue in our Logistics segment increased by 2,881.4% to \$1,493.7 million in the first nine months of 2015 compared to \$50.1 million in the first nine months of 2014. This increase was driven by the acquisition of ND and the inclusion of New Breed for a greater portion of the year-to-date period.

Net revenue increased 2,424.8% to \$1,264.9 million in the first nine months of 2015 from \$50.1 million in the first nine months of 2014. The increase in net revenue is attributable to the acquisition of ND and the inclusion of New Breed for a greater portion of the year-to-date period.

Direct operating expense in the first nine months of 2015 was \$1,044.0 million, or 69.9% as a percentage of revenue, compared to \$41.9 million, or 83.6% as a percentage of revenue, in the first nine months of 2014. Direct operating expense increased due to the acquisition of ND and the inclusion of New Breed for a greater portion of the year-to-date period.

SG&A expense increased to \$174.0 million in the first nine months of 2015 from \$3.7 million in the first nine months of 2014. The increase in SG&A expense was due to the acquisition of ND and the inclusion of New Breed for a greater portion of the year-to-date period. As a percentage of revenue, SG&A expense increased to 11.7% in the first nine months of 2015 compared to 7.4% in the first nine months of 2014.

Our Logistics segment generated operating income of \$46.9 million in the first nine months of 2015 compared to \$4.5 million in the first nine months of 2014, primarily due to the acquisition of ND and the inclusion of New Breed for a greater portion of the year-to-date period.

**XPO Corporate  
Summary of Sales, General and Administrative Expense  
(Unaudited)  
(In millions)**

	For the Three Months Ended September 30,			Percent of Revenue			Change	For the Nine Months Ended September 30,			Percent of Revenue			Change
	2015	2014		2015	2014	%		2015	2014		2015	2014	%	
<b>SG&amp;A expense</b>														
Salaries & benefits	\$ 9.5	\$ 6.9		0.4%	1.0%	37.7 %	\$ 33.9	\$ 23.9		0.8%	1.6%	41.8 %		
Other SG&A expense	4.3	4.9		0.2%	0.7%	(12.2)%	15.5	10.1		0.4%	0.7%	53.5 %		
Purchased services	8.6	10.5		0.4%	1.6%	(18.1)%	44.7	23.8		1.0%	1.6%	87.8 %		
Depreciation & amortization	0.4	0.7		—	0.1%	(42.9)%	1.1	1.8		—	0.1%	(38.9)%		
<b>Total SG&amp;A expense</b>	<b>\$ 22.8</b>	<b>\$ 23.0</b>		<b>1.0%</b>	<b>3.4%</b>	<b>(0.9)%</b>	<b>\$ 95.2</b>	<b>\$ 59.6</b>		<b>2.2%</b>	<b>4.0%</b>	<b>59.7 %</b>		

**Corporate**

***Three Months Ended September 30, 2015 Compared to Three Months Ended September 30, 2014***

Corporate SG&A expense in the third quarter of 2015 remained flat compared to the third quarter of 2014.

Corporate SG&A for the third quarter of 2015 included: \$4.7 million of transaction and integration costs; \$1.4 million of non-cash share-based compensation; and \$1.2 million of litigation-related legal costs.

Corporate SG&A for the third quarter of 2014 included: \$10.0 million of transaction and integration costs; \$1.8 million of non-cash share-based compensation; and \$1.5 million of litigation-related legal costs.

***Nine Months Ended September 30, 2015 Compared to Nine Months Ended September 30, 2014***

Corporate SG&A expense in the first nine months of 2015 increased by \$35.6 million compared to the first nine months of 2014 primarily due to an increase in restructuring, legal and acquisition-related transaction costs.

Corporate SG&A for the first nine months of 2015 included: \$45.0 million of transaction and integration costs; \$4.6 million of non-cash share-based compensation; and \$3.9 million of litigation-related legal costs.

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Corporate SG&A for the first nine months of 2014 included: \$23.4 million of transaction and integration costs, including \$0.8 million of non-cash share based compensation; \$4.8 million of non-cash share-based compensation; and \$4.4 million of litigation-related legal costs.

### **Intersegment Eliminations**

Intersegment eliminations represent intercompany activity between our reportable segments that is eliminated upon consolidation. The difference between operating loss component line items in the Consolidated Summary Financial Table and the sum of the respective line items from the Transportation and Logistics Summary Financial Tables above represents intercompany eliminations between our reportable segments. The following table summarizes the intersegment eliminations by line item.

#### **Intersegment Eliminations Summary Financial Table (Unaudited) (In millions)**

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2015	2014	2015	2014
<b>Revenue</b>	\$ (28.0)	\$ —	\$ (33.1)	\$ —
<b>Cost of transportation and services</b>	(27.7)	—	(33.4)	—
<b>Net revenue</b>	(0.3)	—	0.3	—
<b>Direct operating expense</b>	(0.1)	—	—	—
<b>SG&amp;A expense</b>				
Salaries & benefits	0.1	—	0.5	—
Other SG&A expense	(0.3)	—	(0.3)	—
Purchased services	—	—	0.1	—
Depreciation & amortization	—	—	—	—
<b>Total SG&amp;A expense</b>	(0.2)	—	0.3	—
<b>Operating income</b>	\$ —	\$ —	\$ —	\$ —

### **Liquidity and Capital Resources**

#### **General**

As of September 30, 2015, we had \$1,291.9 million of working capital, including cash of \$1,285.3 million, compared to working capital of \$852.0 million, including cash of \$644.1 million, as of December 31, 2014. This increase of \$439.9 million in working capital during the nine-month period was mainly due to proceeds from the issuance of Senior Notes and common and preferred stock in the equity private placement offset by funds used to purchase ND, BTT and UX.

We continually evaluate our liquidity requirements, capital needs and availability of capital resources based on our operating needs and our planned growth initiatives. In addition to our existing cash balances and net cash provided by operating activities, in certain circumstances we may also use debt financings and issuances of equity or equity-related securities to fund our operating needs and growth initiatives. See the discussion below in the Debt Facilities section regarding our multicurrency secured revolving loan credit facility.

We believe that our existing cash balance and availability under our revolving credit facility will be sufficient to finance our existing operations.

#### **Cash Flow**

During the first nine months of 2015, \$39.4 million of cash was provided by operations compared to \$13.3 million used for the comparable period in 2014. The primary use of cash for the period was the payment of outstanding accounts payable.

Cash generated from revenue equaled \$4,278.7 million for the first nine months of 2015 as compared to \$1,452.4 million for the same period in 2014 and correlates directly with the revenue increase between the two periods. Cash flow increases are related primarily to volume and margin increases between the periods ended September 30, 2015 and 2014.

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Cash used for payment of transportation services and direct operating expenses for the first nine months of 2015 equaled \$3,631.7 million as compared to \$1,239.7 million for the same period in 2014. The increase in cash outflows between the two periods also directly correlates to the increase in revenues between the two periods.

Other operating uses of cash included SG&A items, which equaled \$579.5 million and \$224.5 million for the nine-month periods ended September 30, 2015 and 2014, respectively. Payroll represents the most significant SG&A item. For the first nine months of 2015, cash used for payroll equaled \$516.2 million as compared to \$89.3 million for the same period in 2014.

Investing activities used \$1,695.2 million during the first nine months of 2015 compared to a use of \$834.9 million from these activities during the same period in 2014. During the first nine months of 2015, \$1,609.8 million was used in acquisitions, \$114.4 million was used to purchase fixed assets, and \$9.7 million was used to settle a forward contract related to the acquisition of ND. \$38.7 million was received from the sale of assets during the first nine months of 2015. During the same period in 2014, \$813.7 million was used in acquisitions and \$21.6 million was used to purchase fixed assets.

Financing activities generated \$2,302.2 million for the first nine months of 2015 compared to \$1,506.8 million generated for the same period in 2014. Our main sources of cash from financing activities during the first nine months of 2015 was the \$2,588.8 million of net proceeds from the issuance of long-term debt and \$1,228.1 million of net proceeds from the issuance of preferred and common stock. Our primary uses of cash were purchases of the ND noncontrolling interests of \$459.7 million and repayment of long-term debt of \$1,067.4 million. During the same period in 2014, our primary source of cash was the \$1,097.9 million of net proceeds from the issuance of preferred and common stock, \$489.6 million of net proceeds from the issuance of long-term debt and \$130.0 million borrowed against our revolving credit facility. Our primary use of cash was the \$205.0 million used to repay borrowings on the revolving credit facility.

### **Debt Facilities**

As of September 30, 2015, we and certain of our wholly-owned subsidiaries, as borrowers, were parties to a \$415 million multicurrency secured Amended Credit Agreement with the lender parties thereto and Morgan Stanley Senior Funding, Inc., as administrative agent for such lenders, with a commitment termination date of October 1, 2018. The principal amount of the commitments under the Amended Credit Agreement may be increased by an aggregate amount of up to \$100 million, subject to certain terms and conditions specified in the Amended Credit Agreement. For additional information refer to **Note 6—Debt**.

As described in further detail in **Note 18—Subsequent Events**, in connection with the completion of the acquisition of Con-way, XPO entered into a new \$1.6 billion term loan credit agreement, the proceeds of which were used, together with cash on hand, to finance a portion of the acquisition consideration as well as other costs and expenses related to the transaction. XPO also entered into a new \$1.0 billion asset-based revolving credit facility, which replaced XPO's existing \$415.0 million asset-based revolving credit facility.

### **Contractual Obligations**

The following table reflects our contractual obligations as of September 30, 2015 (in millions):

Contractual Obligations	Payments Due by Period				
	Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years
Capital leases payable	\$ 35.5	\$ 12.9	\$ 18.7	\$ 3.9	\$ —
Notes payable	1.7	1.7	—	—	—
Operating leases	1,739.4	420.0	592.7	347.8	378.9
Purchase commitments	34.2	25.0	8.5	0.7	—
Employment contracts	15.7	8.9	5.6	1.2	—
Severance	26.1	25.8	0.3	—	—
Convertible senior notes	71.6	2.9	68.7	—	—
Euro private placement notes due 2020	16.3	0.5	1.1	1.1	13.6
Asset financing	302.3	113.0	157.1	29.7	2.5
Senior notes due 2022	2,302.0	104.0	208.0	208.0	1,782.0
Senior notes due 2021	745.3	32.2	64.4	64.4	584.3
Senior notes due 2019	1,177.7	70.9	141.8	965.0	—
<b>Total contractual cash obligations</b>	<b>\$ 6,467.8</b>	<b>\$ 817.8</b>	<b>\$ 1,266.9</b>	<b>\$ 1,621.8</b>	<b>\$ 2,761.3</b>

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Actual amounts of contractual cash obligations may differ from estimated amounts due to changes in foreign currency exchange rates. We do not have any other material commitments that have not been disclosed elsewhere.

### ***Off-Balance Sheet Arrangements***

We are not a party to any transactions that would be considered “off-balance sheet arrangements” under Item 303(a)(4) of Regulation S-K.

### **Critical Accounting Policies**

The preparation of condensed consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions. In certain circumstances, those estimates and assumptions can affect amounts reported in the accompanying unaudited condensed consolidated financial statements. We have made our best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. We do not believe there is a great likelihood that materially different amounts will be reported related to our accounting policies. However, application of these accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ materially from these estimates. Note 2 of the “Notes to Consolidated Financial Statements” in the audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2014 includes a summary of the significant accounting policies and methods used in the preparation of our consolidated financial statements. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2014 includes a summary of our critical accounting policies. In addition to those policies, we added new critical accounting policies on the estimation of litigation liabilities in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2015 and on derivative instruments and defined benefit pension plans in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2015. For additional information, refer to **Note 2—Basis of Presentation and Significant Accounting Policies**.

### **New Pronouncements**

In February 2015, the FASB issued ASU No. 2015-02, *Consolidation (Topic 810): Amendments to the Consolidation Analysis*, which simplifies consolidation accounting by reducing the number of consolidation models. It also changes certain criteria for identifying VIEs. The standard is effective for interim and annual periods beginning after December 15, 2015. The Company is currently evaluating the standard and the impact, if any, on its consolidated financial statements and footnote disclosures.

In April 2015, the FASB issued ASU No. 2015-03, *Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*, which requires an entity to recognize debt issuance costs related to a recognized debt liability as a direct deduction from the debt liability on the balance sheet. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 31, 2015 and requires retrospective application to all prior periods presented. We will implement the provisions of ASU 2015-03 as of January 1, 2016. The implementation of the standard will result in the reclassification of our debt issuance costs from other long-term assets to a deduction from the related debt liabilities on the balance sheet.

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*, which simplifies how adjustments are made to provisional amounts recognized in a business combination during the measurement period. The standard is effective for interim and annual periods beginning after December 15, 2015. The Company is currently evaluating the standard and the impact, if any, on its consolidated financial statements and footnote disclosures.

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

The following discussion about our market risk disclosures involves forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. We are exposed to market risk related to changes in interest rates and foreign currency exchange rates.

*Interest Rate Risk.* As of September 30, 2015, we held \$1,296.0 million of cash and restricted cash in cash depository and money market funds held in depository accounts at 88 financial institutions. The primary market risk associated with these investments is liquidity risk. We have exposure to changes in interest rates on our revolving credit facility. The interest rates on our revolving credit facility fluctuate based on LIBOR or a base rate plus an applicable margin. Assuming our \$415.0 million

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revolving credit facility was fully drawn at September 30, 2015, a hypothetical 100-basis-point increase in the interest rate would increase our annual interest expense by \$4.2 million.

In conjunction with our June 2015 acquisition of ND, we assumed ND's asset financing arrangements. At September 30, 2015, we had outstanding \$294.9 million aggregate principal amount of Asset Financing. Approximately 7% of the Asset Financing has fixed interest rates and approximately 93% has floating interest rates. Our floating rate Asset Financing subjects us to risk resulting from changes in short-term (primarily Euribor) interest rates. We use interest rate swaps (exchanging a variable rate for a fixed rate) to manage the fixed and floating interest rate mix of our Asset Financing and limit our exposure to interest rate risk. As of September 30, 2015, the notional amount of Asset Financing interest rate swaps designated as cash flows hedges was \$235.3 million. Assuming a hypothetical 100-basis-point increase in the interest rate, annual interest expense would increase by approximately \$0.4 million on our floating rate Asset Financing that is not hedged with interest rate swaps. For additional information on the Asset Financing, refer to **Note 6—Debt** of the condensed consolidated financial statements included within. For additional information on the interest rate swaps, refer to **Note 15—Derivative Instruments** of the condensed consolidated financial statements included within.

As outlined in further detail in **Note 18—Subsequent Events** of the condensed consolidated financial statements, on October 30, 2015, we entered into the Second Amended and Restated Revolving Loan Credit Agreement (the “ABL Facility”), which replaced the existing ABL described above and increased the commitment to \$1.0 billion. The interest rate on the ABL Facility fluctuates based on LIBOR or ABR plus an applicable margin. Assuming the \$1.0 billion ABL Facility was fully drawn, a hypothetical 100-basis-point increase in the interest rate would increase our annual interest expense by \$10.0 million. On October 30, 2015, we entered into a senior term loan credit agreement (the “Term Loan Facility”), which provided for a single borrowing of \$1.6 billion. The interest rate on the Term Loan Facility fluctuates based on LIBOR or ABR plus an applicable margin. A hypothetical 100-basis-point increase in the interest rate would increase our annual interest expense by \$16.0 million.

*Convertible Debt Outstanding.* The fair market value of our outstanding issue of Convertible Notes is subject to interest rate and market price risk due to the convertible feature of the notes and other factors. Generally the fair market value of fixed interest rate debt will increase as interest rates fall and decrease as interest rates rise. The fair market value of the Convertible Notes may also increase as the market price of our stock rises and decrease as the market price of our stock falls. Interest rate and market value changes affect the fair market value of the Convertible Notes, and may affect the prices at which we would be able to repurchase such Convertible Notes were we to do so. These changes do not impact our financial position, cash flows or results of operations. For additional information on the fair value of our outstanding Convertible Notes, refer to **Note 2—Basis of Presentation and Significant Accounting Policies** of the condensed consolidated financial statements included within.

*Senior Notes due 2019, 2021, and 2022 Outstanding.* The fair market value of our outstanding issues of Senior Notes due 2019, Senior Notes due 2021, and Senior Notes due 2022 (collectively, the “Senior Notes”) is subject to interest rate risk. Generally the fair market value of fixed interest rate debt will increase as interest rates fall and decrease as interest rates rise. Interest rate changes affect the fair market value of the Senior Notes, and may affect the prices at which we would be able to repurchase such notes were we to do so. These changes do not impact our financial position, cash flows or results of operations. For additional information on the fair value of our outstanding Senior Notes, refer to **Note 2—Basis of Presentation and Significant Accounting Policies** of the condensed consolidated financial statements included within.

*Foreign Currency Exchange Risk.* Following the ND acquisition, we have a significant proportion of our net assets and income in non-U.S. dollar currencies, primarily the EUR and British Pound Sterling (“GBP”). We are exposed to currency risk from the potential changes in functional currency values of our foreign currency denominated assets, liabilities and cash flows. Consequently, a depreciation of non-U.S. dollar currencies relative to the U.S. dollar could have an adverse impact on our financial results.

In connection with the issuance of the Senior Notes due 2022, we entered into certain cross-currency swap agreements to partially manage the related foreign currency exchange risk by effectively converting a portion of the fixed-rate USD-denominated Senior Notes due 2022, including the semi-annual interest payments, to fixed-rate, EUR-denominated debt. The risk management objective is to manage foreign currency risk relating to net investments in subsidiaries denominated in foreign currencies. In addition to the cross-currency swaps, we use foreign currency denominated notes as nonderivative hedging instruments of our net investments in foreign operations with the same risk management objective as the cross-currency swaps.

In order to manage the short-term effect of foreign currency exchange rate fluctuations in connection with a portion of the cash consideration paid in EUR to acquire a majority interest in the outstanding share capital of ND, we entered into a short-term foreign currency forward contract in the second quarter of 2015. The foreign currency forward contract allowed us to purchase fixed amounts of EUR in the future at an exchange rate of €1.00 to \$1.13. As of September 30, 2015, the full notional amount of the foreign currency forward contract was settled.

For additional information on the cross-currency swap agreements and foreign currency forward contract, refer to **Note 15—Derivative Instruments** of the condensed consolidated financial statements included within.

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As of September 30, 2015, the result of a uniform 10% strengthening in the value of the USD relative to the EUR would result in a decrease in net assets of approximately \$59.2 million. As of September 30, 2015, the result of a uniform 10% strengthening in the value of the USD relative to the GBP would result in a decrease in net assets of approximately \$39.7 million. These theoretical calculations assume that an instantaneous, parallel shift in exchange rates occurs, which is not consistent with our actual experience in foreign currency transactions. Fluctuations in exchange rates also affect the volume of sales or the foreign currency sales price as competitors' services become more or less attractive. The sensitivity analysis of the impact of changes in foreign currency exchange rates does not factor in a potential change in sales levels or local currency prices.

The following table sets forth the low and high exchange rates for EUR expressed in USD and the exchange rate at the end of the month based on the European Central Bank rates, which are based on a regular daily procedure between central banks across Europe and worldwide and normally takes place at 2:15 PM Central European Time. The exchange rates set forth below are provided for reference only and are not intended to demonstrate trends in exchange rates. They should not be relied upon as an indicator of future exchange rates.

	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015
High	1.2537	1.2043	1.1447	1.1227	1.1215	1.1419	1.1404	1.1185	1.1506	1.1419
Low	1.2141	1.1198	1.1240	1.0557	1.0552	1.0863	1.0944	1.0852	1.0883	1.1138
Rate at end of period	1.2141	1.1305	1.1240	1.0759	1.1215	1.0970	1.1189	1.0967	1.1215	1.1203

*Commodity Price Risk.* We are exposed to the impact of market fluctuations in the price of diesel purchased for use in Company-owned vehicles. During the third quarter of 2015, the price of diesel in France varied by 17.7% and the price of diesel in the United Kingdom varied by 8.3%. However, the Company includes price adjustments clauses in its transport customer contracts in the event of a change in the fuel purchase price. The clauses are specific to each customer. The clauses mean that substantially all fluctuations in the purchase price of diesel, except for short-term economic fluctuations, can be passed on to customers in the sales price. Therefore, a hypothetical 10% change in the price of diesel would not be expected to materially alter our financial performance over the long term.

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

*Evaluation of disclosure controls and procedures.* Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operations of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this report. Based on their evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of such time such that the material information required to be included in our SEC reports is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to the Company, including our consolidated subsidiaries, and was made known to them by others within those entities, particularly during the period when this report was being prepared.

*Changes in internal controls over financial reporting.* Except as described below, there have not been any changes in the Company's internal control over financial reporting during the quarter ended September 30, 2015 that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting. The Company completed its acquisition of ACL on July 28, 2014, New Breed on September 2, 2014, UX on February 9, 2015, BTT on June 1, 2015, and ND on June 8, 2015 and is in the process of integrating the acquired businesses into the Company's overall internal controls over financial reporting process. For additional information on the acquisitions, refer to **Note 3—Acquisitions** of the condensed consolidated financial statements included within.

## **Part II—Other Information**

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

We are involved, and will continue to be involved, in numerous legal proceedings arising out of the conduct of our business. These proceedings may include, among other matters, claims for property damage or personal injury incurred in connection with the transportation of freight, claims regarding anti-competitive practices, and employment-related claims, including claims involving asserted breaches of employee restrictive covenants and tortious interference with contract. These proceedings also include numerous purported class-action lawsuits, multi-plaintiff and individual lawsuits and state tax and other administrative proceedings that claim either that our owner operators or contract carriers should be treated as employees, rather than independent contractors, or that certain of our drivers were not paid for all compensable time or were not provided with required meal or rest breaks. We are currently engaged in several alleged independent contractor misclassification claims or other wage and hour claims involving certain companies that we have acquired in our last mile, less-than-truckload,

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truckload and intermodal businesses. These lawsuits and proceedings may seek substantial monetary damages (including claims for unpaid wages, overtime, failure to provide meal and rest periods, unreimbursed business expenses and other items), injunctive relief, or both. For additional information about these matters, please refer to **Note 5—Commitments and Contingencies** of the condensed consolidated financial statements included within.

We do not believe that the ultimate resolution of any matters to which we are presently 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.

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

In addition to the information set forth in this Form 10-Q and the risk factors previously disclosed in Item 1A to Part 1 of our Annual Report on Form 10-K for the year ended December 31, 2014, filed on February 23, 2015, and in Item 8.01 to our Current Report on Form 8-K filed on June 26, 2015, you should carefully consider the following risk factors which could materially affect our business, financial condition or future results.

#### ***Additional Risks***

##### ***Increases in driver compensation and difficulties attracting and retaining drivers could adversely affect our revenues and profitability.***

The less-than-truckload and truckload carrier operations that we acquired through the Con-way transaction are conducted with employee drivers. Recently, there has been intense competition for qualified drivers in the transportation industry due to a nationwide shortage of drivers. The availability of qualified drivers may be affected from time to time by changing workforce demographics, competition from other transportation companies and industries for employees, the availability and affordability of driver training schools, changing industry regulations, and the demand for drivers in the labor market. If the industry-wide shortage of qualified drivers continues, these business lines will likely continue to experience difficulty in attracting and retaining enough qualified drivers to fully satisfy customer demands. As a result of the current highly-competitive labor market for drivers, our less-than-truckload and truckload operations may be required to increase driver compensation and benefits in the future, or face difficulty meeting customer demands, all of which could adversely affect our profitability. Additionally, a shortage of drivers could result in underutilization of our truck fleet, lost revenue, increased costs for purchased transportation or increased costs for driver recruitment.

##### ***Efforts by labor organizations to organize our employees may result in reduced operational flexibility and impair our ability to quickly respond to market conditions.***

We believe that maintaining a union-free environment within our business units provides a competitive advantage in the marketplace and allows the Company to most effectively and directly serve the needs of its employees. Without the possible constraints of a union, each of our business units is able to operate with efficiency and flexibility, providing customers with reliable, innovative and cost-competitive services. The International Brotherhood of Teamsters union, or the Teamsters, and certain other unions have recently made organizing attempts at a small number of our less-than-truckload locations. The outcomes of those efforts have generally been favorable for us, although a very small percentage of our less-than-truckload employees have selected Teamsters representation. As of September 30, 2015, elections at only two facilities have been certified in favor of Teamsters union representation out of our nearly 300 less-than-truckload operating locations. Further unionizing efforts by the Teamsters are likely to continue, and the Company cannot predict with certainty whether that activity will result in the unionization of any additional less-than-truckload locations. A further unionized workforce could potentially result in reduced operational flexibility and impair our ability to quickly respond to market conditions with innovative solutions for customers.

##### ***Our profitability may be materially adversely impacted if our investments in equipment, service centers and warehouses do not match customer demand for these resources or if there is a decline in the availability of funding sources for these investments.***

Our less-than-truckload and truckload operations make significant investments in revenue equipment, and our less-than-truckload operations also make significant investments in freight service centers. The amount and timing of capital investments depend on various factors, including anticipated volume levels and the price and availability of appropriate-use property for service centers and newly-manufactured tractors, which are subject to restrictive Environmental Protection Agency engine-design requirements. If anticipated service center and/or fleet requirements differ materially from actual usage, our capital-

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intensive business units may have too much or too little capacity. We attempt to mitigate the risk associated with too much or too little revenue equipment capacity by adjusting capital expenditures and by utilizing short-term equipment rentals and sub-contracted operators in order to match capacity with business volumes. Our investments in revenue equipment and less-than-truckload service centers depend on our ability to generate cash flow from operations and our access to credit, debt and equity capital markets. A decline in the availability of these funding sources could adversely affect us.

With respect to our contract logistics operations, implementing warehouse-management services for customers can require a significant commitment of capital in the form of shelving, racking and other warehousing systems. In the event that we are not able to fully amortize the cost of that capital across the term of the related customer agreement, or to the extent that the customer defaults on its obligations under the agreement, we could be forced to take a significant loss on the unrecovered portion of the capital cost.

***We are subject to risks associated with defined benefit plans for our current and former employees, which could have a material adverse effect on our earnings and financial position.***

Following our acquisitions of ND and Con-way, we now maintain defined benefit plans, including funded qualified pension plans, unfunded non-qualified pension plans, and an unfunded postretirement medical plan. A decline in interest rates and/or lower returns on funded plan assets may cause increases in the expense and funding requirements for these defined benefit pension plans. Despite past amendments that permanently curtailed benefits under the Con-way defined benefit pension plans, these defined benefit pension plans remain subject to volatility associated with interest rates, returns on plan assets, other actuarial assumptions and funding requirements. In addition to being subject to volatility associated with interest rates, our expense and obligation under our postretirement medical plan are also subject to actuarial assumptions and trends in health-care costs. As a result, we are unable to predict the effect on our financial statements associated with defined benefit pension plans and the postretirement medical plan.

***An increase in the number and/or severity of self-insured claims or an increase in insurance premiums could have an adverse effect on the Company.***

We use a combination of self-insurance programs and large-deductible purchased insurance to provide for the costs of employee medical, vehicular, cargo and workers' compensation claims. Our estimated liability for self-retained insurance claims reflects certain actuarial assumptions and judgments, which are subject to a high degree of variability. We periodically evaluate the level of insurance coverage and adjust insurance levels based on targeted risk tolerance and premium expense. An increase in the number and/or severity of self-insured claims or an increase in insurance premiums could have an adverse effect on us. We have a captive insurance company that participates in a reinsurance pool to reinsure a portion of our workers' compensation claims. Each company that participates in the pool cedes premiums and claims to the pool and assumes premiums and claims from the pool. The operating results of the captive insurance company are affected by the number and/or severity of claims and the associated premiums paid or received. Our financial condition, results of operations and cash flows could be adversely affected by the risk assumed and ceded by the captive insurance company. In addition, these captive insurance companies are subject to financial and insurance regulation by a foreign regulatory authority and changes in these applicable regulations could affect our liquidity and asset allocation with our captive insurance companies.

We expect costs associated with providing benefits under postretirement medical plans and employee medical plans to increase due to health care reform legislation. Changes made to the design of our medical plans have the potential to mitigate some of the cost impact of the provisions included in the legislation. Ultimately, the cost of providing benefits under medical plans is dependent on a variety of factors, including governmental laws and regulations, health care cost trends, claims experience and health care decisions by plan participants. As a result, we are unable to predict how the cost of providing benefits under medical plans will affect our financial condition, results of operations or cash flows.

***Volatility in fuel prices impact our fuel surcharge revenues and may impact our profitability.***

We are subject to risks associated with the availability and price of fuel, which are subject to political, economic and market factors that are outside of our control.

We would be adversely affected by an inability to obtain fuel in the future. Although, historically, we have been able to obtain fuel from various sources and in the desired quantities, there can be no assurance that this would continue to be the case in the future.

Fuel expense constitutes one of the greatest costs to our less-than-truckload and truckload carrier operations, as well as to our fleet of independent contractor drivers and third-party transportation providers who complete the physical movement of freight arranged by our other business operations. Accordingly, we may be adversely affected by the timing and degree of fluctuations and volatility in fuel prices. As is customary in our industry, most of our customer contracts include fuel-surcharge

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revenue programs or cost-recovery mechanisms to mitigate the effect of the fuel prices increase over base amounts established in the contract. However, these fuel surcharge mechanisms may not capture the entire amount of the increase in fuel prices, and they also feature a lag between the payment for fuel and collection of the surcharge revenue. Market pressures may limit our ability to assess fuel surcharges in the future. The extent to which we are able to recover in full for fuel costs changes may also vary depending on the degree to which we are not compensated due to empty and out-of-route miles or from engine idling during cold or warm weather.

Decreases in fuel prices reduce the cost of transportation services and accordingly, will reduce our revenues and may reduce margins for certain lines of business. Significant changes in the price or availability of fuel in future periods, or significant changes in our ability to mitigate fuel price increases through the use of fuel surcharges, could have a material adverse impact on our operations, fleet capacity and ability to generate both revenues and profits.

*Because of our floating rate credit facility, we may be adversely affected by interest rate changes.*

As outlined in further detail in **Note 18—Subsequent Events** of the condensed consolidated financial statements, on October 30, 2015, in connection with the Con-way acquisition, we entered into (1) the Term Loan, which provided for a single borrowing of \$1.6 billion, and (2) the ABL Facility that increased the commitment to \$1.0 billion. Both the ABL Facility and the Term Loan provide for an interest rate based on LIBOR or Base Rate, as defined in the agreements, plus an applicable margin. Our financial position may be affected by fluctuations in interest rates since the Term Loan and ABL Facility are subject to floating interest rates. A hypothetical 100-basis-point increase in the interest rate would increase our annual interest expense by \$16.0 million under the Term Loan and by \$10.0 million assuming that the full \$1.0 billion commitment were drawn under the ABL Facility. Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond our control. A significant increase in interest rates could have an adverse effect on our financial position and results of operations.

*As a result of the ND and Con-way acquisitions, XPO is more exposed to currency exchange rate fluctuations because the combined company has an increased proportion of its assets, liabilities and earnings denominated in foreign currencies as compared to XPO prior to these acquisitions.*

Prior to the ND acquisition, substantially all of XPO's operations have been conducted in U.S. dollars. The ND acquisition significantly increased the potential impact of currency exchange rate fluctuations on our business. As a result of the ND acquisition, the financial results of the combined company will be more exposed to currency exchange rate fluctuations and an increased proportion of our assets, liabilities and earnings will be denominated in non-U.S. dollar currencies. The Con-way acquisition also increased our exposure to currency exchange rate fluctuations as a portion of Con-way's historic revenues were derived outside the U.S.

We will continue to present our financial statements in U.S. dollars but we will have a significant proportion of our net assets and income in non-U.S. dollar currencies, primarily the euro and pounds sterling ("GBP"). Consequently, a depreciation of non-U.S. dollar currencies relative to the U.S. dollar could have an adverse impact on our financial results. As further discussed above under **Item 3. Quantitative and Qualitative Disclosures about Market Risk**, as of September 30, 2015, the result of a uniform 10% strengthening in the value of the U.S. dollar relative to the euro would result in a decrease in net assets of approximately \$59.2 million, and a uniform 10% strengthening in the value of the U.S. dollar relative to the GBP would result in a decrease in net assets of approximately \$39.7 million.

The recent strength of the U.S. dollar relative to the euro is expected to result in relatively weaker reported financial results for the combined company for the full year 2015 compared to the pro forma results of the combined company during 2014. The U.S. dollar/euro exchange rate has fluctuated significantly over the past twelve months and may continue to fluctuate significantly in the future. Fluctuations in exchange rates also affect the volume of sales or the foreign currency sales price as competitors' services become more or less attractive.

In particular, the economic uncertainties relating to European sovereign and other debt obligations and the related ongoing European financial restructuring efforts may cause the value of the euro to fluctuate against other currencies. Currency volatility also contributes to variations in our sales of products and services in impacted jurisdictions. For example, in the event that one or more European countries were to replace the euro with another currency, our sales into such countries, or in Europe generally, would likely be adversely affected until stable exchange rates are established. Accordingly, fluctuations in currency exchange rates could adversely affect our business and financial condition and the business of the combined company.

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

During the quarter ended September 30, 2015, the Company issued an aggregate of 399,515 shares of the Company's common stock, par value \$0.001 per share, to certain holders of the Company's Convertible Notes in connection with the

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conversion of \$6,566,000 aggregate principal amount of the Convertible Notes. The number of shares of our common stock issued in the foregoing transactions equals the number of shares of our common stock presently issuable to holders of the Convertible Notes upon conversion under the original terms of the Convertible Notes. The issuance of all these shares was exempt from the registration requirements of the Securities Act of 1933, as amended, in accordance with Section 4(a)(2) thereof, as a transaction by an issuer not involving any public offering. The Company did not receive any proceeds from the above transactions. For additional information refer to **Note 6—Debt**.

During the quarter ended September 30, 2015, pursuant to the Investment Agreement dated as of June 13, 2011, the Company issued 2,784 unregistered shares of its common stock as a result of the exercise of warrants by certain shareholders and 21,428 unregistered shares of its common stock as result of the conversion of preferred stock. The Company received total proceeds of \$19 thousand as a result of the exercise of warrants which will be used for general corporate purposes. The Company did not receive any proceeds from the conversion of preferred stock.

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

None.

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

Not applicable.

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

None.

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### Item 6. Exhibits.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated as of September 9, 2015, by and among XPO Logistics, Inc., Con-way Inc. and Canada Merger Corp. (incorporated by reference to Exhibit 2.1 to XPO's Current Report on Form 8-K filed with the SEC on September 10, 2015).
3.1*	Certificate of Amendment to Amended and Restated Certificate of Incorporation of XPO Logistics, Inc. (incorporated by reference to Exhibit 3.1 to XPO's Current Report on Form 8-K filed with the SEC on September 8, 2015).
10.1*	Amended and Restated Debt Commitment Letter, dated as of September 25, 2015, among Morgan Stanley Senior Funding, Inc., and the other Commitment Parties named therein and XPO Logistics, Inc. (incorporated by reference to Exhibit (b)(1) to XPO's Form SC TO-T filed with the SEC on September 29, 2015)
10.2*	Confidentiality Agreement, dated as of July 28, 2015, by and between XPO Logistics, Inc. and Con-way Inc. (incorporated by reference to Exhibit (d)(2) to XPO's Form SC TO-T filed with the SEC on September 29, 2015).
10.3	Employment Agreement, dated as of September 14, 2015, by and between XPO Logistics, Inc. and Lance A. Robinson.
10.4	Departure Agreement between the Company and Hervé Montjotin dated September 5, 2015.
31.1	Certification of the Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015
31.2	Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015
32.1†	Certification of the Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015
32.2†	Certification of the Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2015
101.INS	<i>XBRL Instance 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>

\* Incorporated by reference.

† This exhibit will not be deemed "filed" for purposes of Section 18 of the Exchange Act (15 U.S.C. 78r), or otherwise subject to the liability of that section. Such exhibit will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

**SIGNATURES**

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

XPO Logistics, Inc.

/s/ Bradley S. Jacobs

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Bradley S. Jacobs

Chief Executive Officer

(Principal Executive Officer)

/s/ John J. Hardig

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John J. Hardig

Chief Financial Officer

(Principal Financial Officer)

Date: November 9, 2015

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement"), effective as of September 14, 2015, is entered into by and between XPO Logistics, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and Lance Robinson ("Employee").

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

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

1. Term and Duties. (a) Term. The term of Employee's employment hereunder (the "Term") shall begin on October 1, 2015 (the "Start Date") and shall end on September 30, 2020. Notwithstanding the foregoing, the Term may be earlier terminated by either party in accordance with the terms of Section 4 of this Agreement, and the Term shall automatically expire on the last day of the Term (the "Expiration Date") without notice required by any party to the other.

(b) Employment Duties. Employee shall perform such duties as are customarily performed by a chief accounting officer of a public company and as reasonably assigned from time to time by the Board of Directors of the Company, the Chief Executive Officer of the Company or their respective designees (the "Reporting Person").

(c) Title, Full Time Service and Other Activities. During the Term, Employee shall serve as the Global Chief Accounting Officer of the Company, and, excluding any periods of paid time-off or approved sick leave to which Employee is entitled, Employee shall devote his full working time, energy and attention to the performance of his duties and responsibilities hereunder and shall faithfully and diligently endeavor to promote the business and best interests of the Company. During the Term, Employee may not, without the prior written consent of the Reporting Person, directly or indirectly, operate, participate in the management, operations or control of, or act as an employee, officer, consultant, partner, member, agent or representative of, any type of business or service other than as an employee and member of the Company. It shall not, however, be a violation of the foregoing provisions of this Section 1(c) for Employee to (i) serve as an officer or director or otherwise participate in non-profit, educational, social welfare, religious and civic organizations or (ii) manage his personal, financial and legal affairs, in each case so long as any such activities do not unreasonably interfere with the performance of his duties and responsibilities to the Company.

(d) Location. During the Term, Employee shall be based primarily in Greenwich, Connecticut, with such travel as the performance of his duties to the Company may require.

2. Compensation. (a) Base Salary. During the Term, the Company shall pay Employee, pursuant to the Company's normal and customary payroll procedures but not less frequently than monthly, a base salary at the rate of \$450,000 per annum (the "Base Salary"). The Base Salary is subject to review for increase annually throughout the Term by the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company (the "Board") in its sole discretion.

(b) Annual Bonus. As additional compensation for the Company's 2015 fiscal year, Employee shall be eligible to receive a one-time cash bonus of \$853,000, paid on or prior to March 31, 2016 subject to Employee's continued employment with the Company through the payment date. Additionally, Employee shall have the opportunity to earn a performance-based bonus ("Annual Bonus") for each year during the Term of Employee's employment commencing in the 2016 fiscal year targeted at 100% of the Base Salary based upon Employee's achievement of performance goals as determined by the Compensation Committee. The performance goals applicable to the Annual Bonus shall be based on one or more of the performance criteria set forth in Section 6(e)(iv) of the Company's Amended and Restated 2011 Omnibus Incentive Compensation Plan or its successor, as either may be amended from time to time (the "2011 Plan"). Notwithstanding anything to the contrary contained herein and without limiting any other rights and remedies of the Company (including as may be required by law), except for the amounts payable under the first sentence of this Section 2(b), if Employee has engaged in fraud or other willful misconduct that contributes materially to any significant financial restatements or material loss to the Company or any of its affiliates, the Company may, at any time up to six months after learning of such conduct, but in no event more than two years after Employee engages in such conduct, require repayment by Employee of any cash bonus or Annual Bonus (net of any taxes paid by Employee on such payment) previously paid to Employee, or cancel any earned but unpaid bonus or Annual Bonus or adjust the future compensation of Employee in order to recover the amount by which any compensation paid to Employee exceeded the lower amount that would have been payable after giving effect to the restated financial results or the material loss. Except for the amounts payable under the first sentence of this Section 2(b), the Employee's Annual Bonus shall

be subject to any other claw back or recoupment policy of the Company as may be in effect from time or any claw back or recoupment as may be required by applicable law.

(c) Pension Make-Whole RSUs. In order to compensate Employee for certain pension benefits that Employee forfeited when he ceased employment with his former employer, Employee shall receive, as soon as practicable after the Start Date, a grant of restricted stock units (“Pension RSUs”) for 100,000 shares of common stock of the Company. Subject to the Employee’s continued employment through the vesting date, the Pension RSUs shall vest ratably in installments on an annual basis commencing on the first anniversary of the Start Date and ending on the tenth anniversary (each, a “Pension RSU Installment”) or upon a Change of Control (as defined in the 2011 Plan), if earlier, and shall be settled upon vesting of the applicable Pension RSU Installment.

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

(e) Paid-Time Off. Employee shall be entitled to 13 days paid-time off, and any holidays that are generally afforded to the Company’s employees, in each case, per calendar year during the Term, prorated for the portion(s) of any partial calendar year during the Term. Employee may take paid-time off only with the consent of the Reporting Person, which consent shall not be withheld unreasonably.

(f) Business Expenses. The Company shall provide Employee a Company-owned wireless smartphone and Company-owned laptop computer during the Term and shall pay or reimburse Employee for all reasonable and necessary business expenses incurred in the performance of his duties to the Company during the Term upon the presentation of appropriate statements of such expenses, which expenses shall include professional organization dues and continuing education requirements.

3. Equity Awards. On or as promptly as practicable following the Start Date, Employee shall receive:

(a) an option to purchase 24,000 shares of common stock of the Company (the “Make-Whole Options”), which (i) is intended to compensate Employee for all unvested stock options that Employee forfeited when Employee ceased employment with his former employer (collectively, the “Relinquished Options”), (ii) shall have a per-share exercise price equal to the “Fair Market Value” (as defined in the 2011 Plan) of a share of common stock of the Company on the grant date and a term equal to the remaining term for the Relinquished Options and vest over the remaining vesting schedule for the Relinquished Options, and (iii) shall be subject to the terms and conditions of the applicable award agreement provided to Employee; and

(b) an award of restricted stock units for 5,000 shares of common stock of the Company (the “Make-Whole RSUs” and together with the “Make Whole Options,” the “Make Whole Awards”), which (i) is intended to compensate Employee for all unvested restricted stock units that Employee forfeited when Employee ceased employment with his former employer (collectively, the “Relinquished RSUs” and together with the “Relinquished Options,” the “Relinquished Awards”), (ii) shall and vest over the remaining vesting schedule for the Relinquished RSUs, and (iii) shall be subject to the terms and conditions of the applicable award agreement provided to Employee; and

(c) 100,000 performance-based restricted stock units (“Performance-Based Grant”), which shall be eligible to vest according to the terms and conditions of the applicable award agreement provided to Employee.

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

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

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

(c) Cause. The Company may terminate Employee’s employment hereunder for Cause by written notice at any time. For purposes of this Agreement, the term “Cause” shall mean Employee’s (i) willful misconduct or gross negligence in the performance of his duties hereunder or substantial failure (other than any such failure that is attributable to Disability (as defined in Section 4(g) of this Agreement)) or willful refusal to perform duties reasonably assigned by, or to follow any lawful directive of, the CEO, CFO, the General Counsel or the Board (or a committee thereof); (ii) commission of any fraud,

embezzlement, theft or any act of material dishonesty that is injurious to the Company, or any deliberate misappropriation of money or other assets of the Company; (iii) material breach of any term of this Agreement or any agreement governing any of the equity compensation referred to in Section 3 of this Agreement (the “Equity Compensation”), or material breach of his fiduciary duties to the Company; (iv) any willful act, or failure to act, in bad faith to the material detriment of the Company; (v) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any of its directors, managers, officers or employees, if the Company requests his cooperation; (vi) failure to follow the Company’s code of conduct policy or ethics policy; (vii) willful or grossly negligent failure to follow any other Company policies, as may be in effect from time to time; and (viii) conviction of, or plea of nolo contendere to, a felony or any serious crime (other than vehicular misdemeanors punishable solely by fine); provided that the Company will provide Employee with written notice describing the facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, Employee shall first be provided a 15-day cure period. If, subsequent to Employee’s termination of employment hereunder for any reason other than by the Company for Cause, it is determined in good faith by the Board that, based on facts not actually known by the Board at the time of Employee’s termination, Employee’s employment could have been terminated by the Company for Cause pursuant to this Section 4(c), Employee’s employment shall, at the election of the Board at any time up to six months after learning such facts, but in no event more than two years after the occurrence of such facts, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred.

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

(e) Good Reason. Employee may terminate his employment hereunder for Good Reason in accordance with the terms of this Section 4(e). For purposes of this Agreement, “Good Reason” shall mean, without first obtaining Employee’s written consent: (i) the Company materially breaches the terms of this Agreement; (ii) the Company diminishes Employee’s duties or responsibilities in a material and negative manner; (iii) the Company reduces the Base Salary or materially reduces the amount of paid vacation to which Employee is entitled or his fringe benefits or perquisites; or (iv) the Company requires Employee to be based in a location that is more than 50 miles from Greenwich, Connecticut without Employee’s consent; provided that, the Company shall first be provided a 30-day cure period (the “Cure Period”), following receipt of written notice setting forth in reasonable detail the specific conduct of the Company that constitutes Good Reason, to cease, and to cure, any conduct specified in such written notice; provided further, that such notice shall be provided to the Company within 60 days of the occurrence of the conduct constituting Good Reason. If, at the end of the Cure Period, the circumstance that constitutes Good Reason has not been remedied, Employee will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the Cure Period. If Employee does not terminate employment during such 30-day period, Employee will not be permitted to terminate employment for Good Reason as a result of such event. If the Company disputes the existence of Good Reason, Employee shall have the burden of proof to establish that Good Reason does exist or that the circumstances that gave rise to Good Reason have not been cured. For the avoidance of doubt, a change in Employee’s title or the person to whom Employee reports shall not constitute Good Reason for purposes of this Agreement, including, without limitation, pursuant to Section 4(e)(i) or 4(e)(ii).

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

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

(h) “Date of Termination” shall mean: (i) the scheduled expiration of the Term in the event of termination of Employee’s employment pursuant to Section 4(a) of this Agreement; (ii) the date of Employee’s death in the event of termination of Employee’s employment pursuant to Section 4(b) of this Agreement; (iii) the date of the Company’s delivery of a notice of termination to Employee or such later date as specified in such notice in the event of termination by the Company pursuant to Section 4(c) or 4(d) of this Agreement; (iv) the 30<sup>th</sup> day following delivery of Employee’s notice to the Company of his resignation in accordance with Section 4(e) or 4(f) of this Agreement (or such earlier date as selected by the Company provided that the Company continues to pay or provide to Employee the compensation and benefits specified under Sections 2 and 3 of this Agreement through such 30<sup>th</sup> date) and (v) the date of a determination of Employee’s Disability in the event of a termination of Employee’s employment pursuant to Section 4(g) of this Agreement.

5. Termination Payments. (a) General. Except as otherwise set forth in this Section 5, following any termination of Employee’s employment hereunder, the obligations of the Company to pay or provide Employee with compensation and benefits under Section 2 of this Agreement shall cease, and the Company shall have no further obligations to provide

compensation or benefits to Employee hereunder except for payment of (i) any unpaid Base Salary accrued through the Date of Termination; (ii) any unused vacation accrued through the Date of Termination, and (iii) any unpaid or unreimbursed obligations and expenses under Section 2(f) of this Agreement accrued or incurred through the Date of Termination (collectively items (a)(i) through (a)(iii) above, the “Accrued Benefits”). The payments referred to in Sections 5(a)(i) and (ii) of this Agreement shall be paid within 30 days following the Date of Termination. The payments referred to in Section 5(a)(iii) of this Agreement shall be paid at the times such amounts would otherwise be paid had Employee’s services hereunder not terminated. Upon termination of Employee’s employment for any reason, all unvested Pension RSUs, Make Whole Awards, and Performance-Based Grants shall be cancelled without payment therefor except as otherwise specifically provided in the applicable award agreement. The payments and benefits to be provided to Employee under Sections 5(c) and (d) of this Agreement, if any, shall in all events be subject to the satisfaction of the conditions of Section 5(e) of this Agreement.

(b) Automatic Expiration of the Term, Voluntary Resignation, or Cause. Except as specifically set forth in Sections 7(c) and 7(d) below, if Employee’s employment is terminated pursuant to Section 4(a), 4(c) or 4(f) of this Agreement, the Company shall have no obligation to Employee other than with respect to the Accrued Benefits and provision of the Pension RSUs and Make Whole Awards to the extent then vested. Notwithstanding the foregoing, if the Employee’s employment is terminated automatically upon expiration of the Term pursuant to Section 4(a), such termination shall not be considered a termination for Cause or a resignation without Good Reason for purposes of the Pension RSUs equity award agreement; provided, however, that to the extent the Employee’s employment continues on an at-will basis or pursuant to the terms of any subsequent agreement between Employee and the Company thereafter, the terms and conditions of Section 5(c)(iii) shall continue to apply with respect to the Pension RSUs.

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

(i) the Accrued Benefits;

(ii) a cash payment (the “Severance Payment”) equal to one year’s Base Salary, as in effect on the Date of Termination (payable as set forth in Section 5(e) of this Agreement), plus any Annual Bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination, and, except in the case of a termination by reason of Employee’s death, medical and dental coverage for Employee and his covered eligible dependents for a period of 12 months from the Date of Termination; provided that, in the event of a termination without Cause or for Good Reason, (x) any monies Employee earns from any other work, whether as an employee or as an independent contractor, while Employee is receiving any Severance Payments, shall reduce, on a dollar-for-dollar basis, the amount that the Company is obligated to pay Employee under this Section 5(c)(ii) and (y) if Employee secures other employment, any medical or dental benefits provided under this Section 5(c)(ii) shall cease as of the commencement of such employment; and

(iii) accelerated vesting of any outstanding equity compensation awards to the extent set forth in the applicable award agreement, which in the case of the Make Whole Awards shall be full and immediate vesting and in the case of the Pension RSUs shall be full and immediate vesting of: in the event of termination by death or disability, full and immediate vesting of 100% of the Pension RSUs that are unvested as of the Date of Termination; and in the event of any such termination by the Company without Cause or any such termination by the Employee for Good Reason, 50 percent of the portion of the Pension RSUs that are unvested as of the Date of Termination.

(iv) Notwithstanding the foregoing, whenever compensation is payable to Employee hereunder as a result of a termination due to Disability during or with respect to a time that such Disability would entitle Employee to severance, disability income or to salary continuation payments from the Company, as applicable, according to the terms of any plan now or hereafter provided by the Company or according to any policy of the Company in effect at the time of such Disability, the compensation payable to Employee hereunder shall be reduced on a dollar-for-dollar basis by any such disability income or salary continuation and shall not be in addition thereto. If disability income is payable directly to Employee by an insurance company under an insurance policy paid for by the Company, the compensation payable to Employee hereunder shall be reduced on a dollar-for-dollar basis by the amounts paid to Employee by said insurance company and shall not be in addition thereto.

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

(i) the Accrued Benefits; and

(ii) a cash payment (the “CIC Severance Payment”) equal to three times the sum of (x) the Base Salary, as in effect on the Date of Termination and (y) a target Annual Bonus of not less than 100% of the Base Salary, in each case, as in effect on the Date of Termination (payable as set forth in Section 5(e) of this Agreement), plus any Annual Bonus that the Company has notified Employee in writing that Employee has earned prior to the Date of Termination but is unpaid as of the Date of Termination, and continuation of medical and dental coverage for Employee and his eligible dependents for a period of 36 months from the Date of Termination.

(e) Conditions Precedent and Subsequent. The payments and benefits provided under Sections 5(c) and 5(d) of this Agreement (other than the Accrued Benefits and other than in the event of termination by reason of Employee’s death or Disability) are subject to and conditioned upon (i) Employee having provided, within 30 days after the Date of Termination (or such greater period as required by law), a waiver and general release agreement in a form satisfactory to the Company that has become effective and irrevocable in accordance with its terms and in no event later than the 60th day after the Date of Termination, and (ii) Employee’s compliance with Sections 6 and 7 of this Agreement. Employee shall, upon request by the Company, be required to repay to the Company (net of any taxes paid by Employee on such payments), and the Company shall have no further obligation to pay, the Severance Payment or CIC Severance Payment, as applicable, in the event Employee receives, within four months after the occurrence of the breach, written notice from the Company that, in the reasonable judgment of the Board, Employee has materially breached his obligations under Section 6 or 7 of this Agreement; provided, however, that, in cases where cure is possible, Employee shall first be provided a 15-day cure period to cease, and to cure, such conduct. The Severance Payment, if any, payable hereunder shall be paid in substantially equal installments over the 12-month period, following the Date of Termination, consistent with the Company’s payroll practices, with the first installment to be paid within 15 days after the condition described in Section 5(e)(i) of this Agreement has been satisfied and with any installments that would otherwise have been paid prior to such date accumulated and paid in a lump sum on the first date on which payments are made in accordance with the terms of this sentence. The CIC Severance Payment payable hereunder shall be paid in one lump sum within 15 days after the condition described in Section 5(e)(i) has been satisfied; provided, however, that, unless the CIC Severance Payment relates to a transaction that satisfies the requirements of Treas. Reg. § 1.409A-3(i)(5), any portion of the CIC Severance Payment that constitutes deferred compensation within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), will be paid at the earliest date that is permitted in accordance with the schedule that is applicable to the Severance Payment.

(f) Forfeiture of Equity Awards. Notwithstanding anything to the contrary herein and without limiting any rights and remedies available to the Company under the terms of this Agreement or otherwise available at, or required by, law or in equity, in the event the Company terminates Employee’s employment for Cause or if Employee violates the restrictive covenants set forth in Sections 6 and 7 of this Agreement or engages in fraud or willful misconduct that contributes materially to any significant financial restatement or material loss to the Company or any of its affiliates, the Company may, (i) in the case of a termination for Cause, at any time up to six months after such termination, or (ii) in the case of a violation of the restrictive covenants or engaging in fraud or willful misconduct, at any time up to six months after learning of such conduct, but in no event more than two years after Employee engages in such conduct, (x) terminate or cancel any equity compensation awards granted to Employee by the Company (“Equity Awards”) that are unvested or vested and unexercised, (y) require Employee to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by Employee, in respect of any Equity Awards the vesting of which was accelerated upon termination of Employee’s employment for any reason and (z) require Employee to forfeit or remit to the Company any shares (or the equivalent value in cash) required to be held by Employee under the Company’s Stock Ownership Guidelines (subject to a maximum of four times the Base Salary, as in effect on the Date of Termination) and that were issued to Employee upon vesting, settlement or exercise, as applicable, of any Equity Awards; provided, however, that, in cases where cure is possible, Employee shall first be provided a 15-day cure period to cease, and to cure, such conduct.

(g) Section 280G. In the event that any payments, distributions, benefits or entitlements of any type payable to Employee (“CIC Benefits”) (i) constitute “parachute payments” within the meaning of Section 280G of the Code, and (ii) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then Employee’s CIC Benefits shall be reduced to such lesser amount (the “Reduced Amount”) that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of a nationally recognized accounting firm selected by the Company (the “Accountants”), that without such reduction Employee would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that Employee would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and Employee otherwise agree in writing, any determination required under this Section 5(g) shall be made in writing in good faith by the Accountants. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable in cash 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; provided, however, that for

purposes of the foregoing sequence, any amounts that are payable with respect to equity-based or equity-related awards (whether payable in cash or in kind) shall be deemed to be a non-cash portion of the CIC Benefits. For purposes of making the calculations required by this Section 5(g), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably require in order to make a determination under this Section 5(g), and the Company shall bear the cost of all fees the Accountants charge in connection with any calculations contemplated by this Section 5(g).

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

(b) During the Term and during the Restricted Period, Employee hereby agrees not to, directly or indirectly, solicit, encourage, advise or influence any individuals, partnerships, corporations, professional associations or other business organizations that have a business relationship with any Company Entity during the Term or for three years thereafter (the "Company's Clients") or to discontinue or reduce the extent of the relationship between the Company Entities and the Company's Clients or to obtain or seek products or services the same as or similar to the Company Entities from any other source not affiliated with the Company Entities. The Company may, in its sole discretion and upon written request from Employee, grant Employee a written release from Employee's obligations contained in this Section 6(b).

7. Confidentiality; Non-Compete; Non-Disclosure; Non-Disparagement; Cooperation. (a) Confidentiality. (i) Employee hereby agrees that, during the Term and thereafter, he will hold in strict confidence (except as required by applicable law after notice to the Company's General Counsel) any Confidential Information related to any of the Company Entities. For purposes of this Agreement, "Confidential Information" shall mean all confidential or proprietary information of any of the Company Entities (in whatever form), including, without limitation: any information, observations and data concerning the business or affairs or operation of the Company Entities developed by Employee during the Term or which any Company Entity or any of their respective members, directors, officers, managers, partners, employees, agents, advisors, attorneys, accountants, consultants, investment bankers, investment advisors or financing sources at any time furnishes or has furnished to Employee in connection with the business of any of the Company Entities; the Company's (and any of its respective affiliates') investment methodologies or models, investment advisory contracts, fees and fee schedules or investment performance ("Track Records"); technical information or reports; brand names, trademarks, formulas; trade secrets; unwritten knowledge and "know-how"; operating instructions; training manuals; customer lists; customer buying records and habits; product sales records and documents, and product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; product cost; long-range plans; information relating to pricing, competitive strategies and new product development; information relating to any forms of compensation or other personnel-related information; contracts and supplier lists and any information relating to financial data, strategic business plans; information about any other third parties in respect of which any Company Entity has a business relationship or owes a duty of confidentiality; and all notes, analyses, compilations, forecasts, studies or other documents prepared by Employee that contain or reflect any such information and, in each case, which is not known to the public generally other than as a result of Employee's breach of this Agreement. Without limiting the foregoing, Employee acknowledges and agrees that the Track Records shall not be the work of any one individual (including Employee) and are the exclusive property of the Company and its affiliates, as applicable, and agrees that he shall in no event claim the Track Records as his own following termination of his employment with the Company.

(ii) Except as expressly set forth otherwise in this Agreement (including, without limitation, pursuant to Section 8 of this Agreement), Employee agrees that, prior to the date on which the Company publicly files this Agreement with the Securities and Exchange Commission, Employee shall not disclose the terms of this Agreement except to his immediate family and his financial and legal advisors, or as may be required by law or ordered by a court. Employee further agrees that any disclosure to his financial and legal advisors will only be made after such advisors acknowledge and agree to maintain the confidentiality of this Agreement and its terms.

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

(b) Non-Competition. Employee and the Company agree that Employee will occupy a high-level and unique position of trust and confidence with the Company Entities and will have access to their Confidential Information, and that they would likely suffer significant harm from Employee's competing with them during the Term and for some period of time thereafter. Accordingly, Employee agrees that he will not, during the Term and during the Restricted Period, directly or indirectly become employed by, engage in business with, serve as an agent or consultant to, become an employee, partner, member, principal, stockholder or other owner (other than a holder of less than 1% of the outstanding voting shares of any publicly held company) of, any Competitive Business, or otherwise perform services relating to the business of, or otherwise compete with and within the Restricted Area, any of the Company Entities, or businesses they are actively considering, at the time of termination of Employee's employment or during the one year prior to the date such employment terminates (the "Business") for any Competitive Business (whether or not for compensation). For purposes of this Agreement, "Competitive Business" shall mean any individual, employeeship, corporation, limited liability company, partnership, unincorporated organization, trust, joint venture or other entity (i) that engages in or may engage in acquisition related or mergers and acquisition activities related to the transportation or third-party logistics industry, including, without limitation, researching, analyzing and evaluating companies for possible investment in or acquisition of, for itself or clients, (ii) that engages in or may engage in transportation or logistics services, including asset-based, asset-light or non-asset, supply chain services, including, only by way of illustration, freight brokerage or freight transportation, freight management, freight forwarding, expediting, internet load boards, last-mile delivery logistics, contract logistics or intermodal providers, or firms such as CH Robinson, Expeditors International of Washington, Inc., Echo Global Logistics Inc., Total Quality Logistics, TransCore, DHL, FedEx Corporation, United Parcel Service, Inc., J.B. Hunt Transport Services, Inc., Kühne + Nagel International AG, syncreon, Neovia Logistics, and Hub Group Inc., or (iii) that otherwise competes with the Company Entities anywhere in which the Company Entities engage in or intend to engage in the Business or where any of the Company Entities' customers are located. For the avoidance of doubt, it shall be a violation of this Section 7(b) for the Employee to provide services to any private equity or similar firm that invests in a company engaged in any Competitive Business in the Restricted Area during the Term or the Restricted Period. "Restricted Area" means Canada, Mexico, France, United Kingdom, Netherlands, Spain, Italy, and any State of the United States, and any other country in which the Company or any Company Entity does business or any other country in which any Company client is located, during the Term or the Restricted Period.

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

(d) Return of Company Property. All documents, data, recordings, or other property, including, without limitation, smartphones, computers and other business equipment, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for Employee and utilized by Employee in the course of his employment with the Company shall remain the exclusive property of the Company and Employee shall return all copies of such property upon any termination of his employment and as otherwise requested by the Company during the Term.

(e) Non-Disparagement. Employee hereby agrees not to defame or disparage any of the Company Entities or any of its officers, directors, members, partners or employees (collectively, the "Company Parties"), and, during the Term and for a period of three years following termination of Employee's employment for any reason, to cooperate with the Company upon reasonable request, in refuting any defamatory or disparaging remarks by any third party made in respect of any of the Company Parties. Employee shall not, directly or indirectly, make (or cause to be made) any comment or statement, oral or written, including, without limitation, in the media or to the press or to any individual or entity, that could reasonably be expected to adversely affect the reputation of any of the Company Parties or the conduct of its, his or their business. The Company shall require its directors and executive officers not to defame or disparage Employee during the Term and for a period of three years following termination of Employee's employment for any reason and, during the Term and for a period of three years following termination of Employee's employment for any reason, shall require its directors and executive officers to cooperate with Employee upon reasonable request, in refuting any defamatory or disparaging remarks by any third party made in respect of Employee.

(f) Cooperation. During the Term and thereafter (including, without limitation, following the Date of Termination), Employee shall, upon reasonable notice and without the necessity of any Company Entity obtaining a subpoena or court order, provide Employee's reasonable cooperation in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against any Company Entity that relates to events occurring during Employee's employment with any Company Entity as to which Employee may have relevant

information (including furnishing relevant information and materials to the relevant Company Entity or its designee and/or providing testimony at depositions and at trial), provided that the Company shall reimburse Employee for expenses reasonably incurred in connection with any such cooperation occurring after the termination of Employee's employment and provided that any such cooperation occurring after the Date of Termination shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with Employee's business or personal affairs.

8. Notification of Subsequent Employer. Employee hereby agrees that, prior to accepting employment with any other person during any period during which Employee remains subject to any of the covenants set forth in Section 6, 7(b) or 7(c) of this Agreement, Employee shall provide such prospective employer with written notice of such provisions of this Agreement, with a copy of such notice delivered simultaneously to the Company.

9. Injunctive Relief. Employee acknowledges that it is impossible to measure in money the damages that will accrue to the Company Parties in the event that Employee breaches any of the restrictive covenants provided in Sections 6 and 7 of this Agreement. In the event that Employee breaches any such restrictive covenant, the Company Parties shall be entitled to an injunction restraining Employee from violating such restrictive covenant (without posting any bond). If any of the Company Parties shall institute any action or proceeding to enforce any such restrictive covenant, Employee hereby waives the claim or defense that such Company Party has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that there is an adequate remedy at law. The foregoing shall not prejudice the Company's right to require Employee to account for and pay over to the Company, and Employee hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by Employee as a result of any transaction constituting a breach of any of the restrictive covenants provided in Sections 6 and 7 of this Agreement or to seek any other relief to which it may be entitled.

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

If to the Company:  
XPO Logistics, Inc.  
Five Greenwich Office Park  
Greenwich, CT 06831  
Attention: General Counsel

With a copy to:

Jeremy L. Goldstein & Associates, LLC  
119 Old Church Road  
Greenwich, CT 06830  
Attention: Jeremy L. Goldstein, Esq.

If to Employee:

To his principal residence as listed in the records of the Company or to such other address as any party may designate by notice to the other.

With a copy to:

Clifton Budd & DeMaria  
The Empire State Building  
350 Fifth Avenue, 61<sup>st</sup> Floor  
New York, New York 10118  
Attention: Scott M. Wich, Esq.

(b) Entire Agreement. This Agreement shall constitute the entire agreement and understanding among the parties hereto with respect to Employee's employment hereunder and supersedes and is in full substitution for any and all prior understandings or agreements (whether written or oral) with respect to Employee's employment. The Company does not make and has not made, and Employee does not rely and has not relied on any statement, omission, representation or warranty,

written or oral, of any kind or nature whatsoever, regarding the Company or the Equity Compensation, including, without limitation, its or their present, future, prospective or potential value, worth, prospects, performance, soundness, profit or loss potential, or any other matter or thing whatsoever relating to whether Employee should purchase or accept any Equity Compensation and/or the consideration therefor.

(c) Amendment; No Waiver. Except as expressly set forth otherwise in this Agreement (including, without limitation, pursuant to Sections 10(l) (iv) and 10(m) of this Agreement), this Agreement may be amended only by an instrument in writing signed by the parties, and the application of any provision hereof may be waived only by an instrument in writing that specifically identifies the provision whose application is being waived and that is signed by the party against whom or which enforcement of such waiver is sought. The failure of any party at any time to insist upon strict adherence to any provision hereof shall in no way affect the full right to insist upon strict adherence at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement. No failure or delay by either party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Termination of this Agreement shall not relieve any party of liability for any breach of this Agreement occurring prior to such termination.

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

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

(f) Employee Representations and Acknowledgements. Employee represents, warrants and covenants that as of the date hereof: (i) he has the full right, authority and capacity to enter into this Agreement, (ii) he is ready, willing and able to perform his obligations hereunder and, to his knowledge, no reason exists that would prevent him from performing his obligations hereunder, (iii) he is not bound by any agreement that conflicts with or prevents or restricts the full performance of his duties and obligations to the Company hereunder during or after the Term and (iv) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Employee is subject. Employee acknowledges and agrees that nothing in this Agreement shall (x) entitle Employee to any compensation or other interest in respect of any activity of Jacobs Private Equity, LLC, a Delaware limited liability company (“JPE”), or Bradley S. Jacobs other than with respect to the Company; (y) restrict or prohibit the Company, Bradley S. Jacobs or any of his affiliates from having business interests and engaging in business activities in addition to those relating to the Company; or (z) restrict the investments which the Company, Bradley S. Jacobs or JPE or any of his or its affiliates may make, regardless of whether such investment opportunity or investment may be deemed to be a Competitive Opportunity. Employee acknowledges that he has carefully read this Agreement and has given careful consideration to the restraints imposed upon Employee by this Agreement, and is in full accord as to the necessity of such restraints for the reasonable and proper protection of the Confidential Information, business strategies, employee and customer relationships and goodwill of the Company Entities now existing or to be developed in the future. Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, industry scope, time period and geographic area. Employee agrees to comply with each of the covenants contained in Sections 6 and 7 of this Agreement in accordance with their terms, and Employee shall not, and hereby agrees to waive and release any right or claim to, challenge the reasonableness, validity or enforceability of any of the covenants contained in Section 6 or 7 of this Agreement. Employee further acknowledges that although Employee’s compliance with the covenants contained in Sections 6 and 7 of this Agreement may prevent Employee from earning a livelihood in a business similar to the business of the Company Entities, Employee’s experience and capabilities are such that Employee has other opportunities to earn a livelihood and adequate means of support for Employee and Employee’s dependents. Employee acknowledges that the Company has advised him that it is in his best interest to consult with an attorney prior to executing this Agreement.

(g) Survival. Employee’s obligations under Sections 6 and 7 of this Agreement shall remain in full force and effect for the entire period provided therein notwithstanding any termination of employment or other expiration of the Term or termination of this Agreement. The terms and conditions of Sections 5, 6, 7, 8, 9 and 10 of this Agreement shall survive the Term and termination of Employee’s employment.

(h) Assignment. This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. This Agreement is personal to Employee; and neither this Agreement nor any right or obligation hereunder may be assigned by Employee without the prior written consent of the Company (or except by will or the laws of descent and distribution), and any purported assignment in violation of this Section 10(h) shall be void.

(i) Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse; provided, however, that in the event of a final, non-reviewable, non-appealable determination that any provision of Section 6 or 7 of this Agreement (whether in whole or in part) is void or constitutes an unreasonable restriction against Employee, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as may constitute a reasonable restriction under the circumstances. Subject to the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

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

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

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

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

(iii) Any claim initiated by the Company arising out of or relating to this Agreement, or the breach thereof, or Employee's employment, or the termination thereof, shall, at the election of the Company be resolved in accordance with Section 10(l)(ii) or (iv) of this Agreement.

(iv) Employee hereby irrevocably submits to the jurisdiction of any state or federal court located in the City, County and State of New York; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 10(l) or enforcing any judgment or award obtained by the Company. Employee waives, to the fullest extent permitted by applicable law, any objection which he now or hereafter has to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 10(l)(iv), and agrees that he shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. Employee agrees that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 10(l)(iv) shall be conclusive and binding upon Employee and may be enforced in any other jurisdiction. EMPLOYEE EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, OR EMPLOYEE'S EMPLOYMENT, OR THE TERMINATION THEREOF, IS LITIGATED OR HEARD IN ANY COURT.

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

**XPO Logistics, inc.**

By:

/s/ Gordon Devens

Name: Gordon Devens

Title: Senior Vice President, General Counsel

/s/ Lance Robinson

**LANCE ROBINSON**

DEPARTURE AGREEMENT**Between the undersigned.**

**Norbert Dentressangle**, a *société anonyme* organized under the laws of France, with a capital of EUR 19,672,482 having its registered office at 192 avenue Thiers - 69006 Lyon - France, registered with the registry of trade and companies of Lyon under number 309 645 539,

(hereinafter referred to as “**NDSA**” or the “**Company**”)

**On the one hand**

**AND:**

**Mr. Hervé Montjotin**, resident of France, [-]

(hereinafter referred to as “**Mr. MONTJOTIN**” or the “**Executive**”)

**On the other hand**

Mr. Montjotin and the Company being collectively referred to as the “**Parties**” and, each individually, as a “**Party**”.

In the presence of XPO Logistics, Inc., a company organized under the laws of Delaware, having its registered office at 5 Greenwich Office Park, Greenwich, Connecticut 06831, United States of America,

(hereinafter referred to as “**XPO Logistics, Inc.**” or the “**Shareholder**”)

**Recitals**

Mr. MONTJOTIN has been an employee of the Company since 5 September 1995 pursuant to an employment agreement entered into on the same date and amended from time to time and at the latest on 28 April 2015 (the “**ND Employment Agreement**”).

On 5 November 2012, he was appointed member and Chairman of the Management Board of the Company.

On 8 June 2015, the Shareholder acquired the control of the Company.

Following this acquisition, the Supervisory Board of the Company and Mr. MONTJOTIN acknowledged that Mr. MONTJOTIN did not manage to build with the worldwide senior management team of the XPO Group the close and efficient relationship required for the efficient collaboration required from him.

Accordingly, the Supervisory Board of the Company decided to terminate on 3 September 2015 Mr. MONTJOTIN’s mandate as member and Chairman of the Management Board (“*révocation de son mandat de président et membre du directoire*”).

The same reasons naturally compromised the continuation of the ND Employment Agreement, given the very senior position held by Mr. MONTJOTIN as a Business Unit Director.

As a consequence, on 25 August 2015, Mr. MONTJOTIN was invited to a preliminary meeting (*entretien préalable*) as the Company envisaged the termination of ND Employment Agreement. Such meeting was held on 1st September 2015 and Mr. MONTJOTIN’s ND Employment Agreement was effectively terminated (*licenciement*) on 4 September 2015 by registered mail with receipt.

Mr. MONTJOTIN further asked the Company to be relieved immediately of his duties and not to execute his notice period. The Company granted MR. MONTJOTIN’s request and the last day of his employment contract was 5 September 2015.

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Mr. MONTJOTIN and the Company disagree on (i) the duration and compensation of the non-compete undertakings bearing upon Mr. MONTJOTIN as per the ND Employment Agreement as well as (ii) the amount of termination allowance due to Mr. MONTJOTIN.

Without acknowledging the merits of the other Party's arguments, the Parties have determined that it is in their mutual best interest to put an end to their dispute by entering into a settlement with respect to the right of Mr. MONTJOTIN to receive certain concessions set forth in Article 2 and to be indemnified as well as the scope of such indemnification, such settlement being pursuant to articles 2044 et seq. of the French civil code and containing mutual concessions (the "Compromise").

**ARTICLE 1. Confirmation of certain matters by Mr. MONTJOTIN**

Mr. MONTJOTIN confirms that he will continue to respect his fiduciary responsibilities to the Company and its subsidiaries in accordance with the confidentiality and non-disparagement obligations set forth in Article 4 and agrees to otherwise continue to abide by applicable provisions of the principles and guidelines set forth in the Company's and the Shareholder's policies and procedures, the terms of which are incorporated in this Agreement.

Mr. MONTJOTIN declares and represents that he has not filed or otherwise pursued any charges, complaints, lawsuits or claims of any nature against the Company, or any of its subsidiaries, affiliates or divisions, arising out of or relating to events occurring prior to the date of this Agreement, with any governmental agency or court in any jurisdiction with respect to any matter covered by this agreement, and the Executive has no knowledge of any fact or circumstance which occurred during Mr. MONTJOTIN's mandate as Chairman of the Management Board and that he would reasonably expect to result in any such claim against the Company, or any of its subsidiaries, affiliates or divisions by any third party.

Mr. MONTJOTIN further declares and represents that while he was an officer and employee of the Company he has not: (i) engaged in any conduct that constitutes misconduct with respect to his duties with the Company which has resulted or will result in material economic harm to the Company, or any of its subsidiaries, affiliates or divisions; (ii) knowingly violated the Company's policies and procedures; (iii) facilitated or engaged in, and has no knowledge of, any financial or accounting improprieties or irregularities of the Company, or any of its subsidiaries, which would not be known by the Company's Supervisory Board; or (iv) knowingly made any incorrect or false statements in any of his certifications relating to filings of the Company required under any applicable securities laws or management representation letters, and has no knowledge of any incorrect or false statements in any of the Company's filings required under applicable securities laws.

Mr. MONTJOTIN further acknowledges that the termination of ND Employment Agreement is based on real and serious grounds (*cause réelle et sérieuse*) in light of the lack of close and efficient relationship between Mr. MONTJOTIN and the worldwide management team of the XPO Group.

Mr. MONTJOTIN further acknowledges and agrees that the Company is entering into this agreement and agreeing to the Compromise in reliance on the representations contained in this Article 1.

**ARTICLE 2. Mutual concessions**

Without acknowledging any liability or consenting to the claims raised in the context of their discussions, each Party makes the following concessions:

2.1 The Company makes the following concessions in favor of Mr. MONTJOTIN:

- An indemnity amounting to a gross amount of EUR 497,936 (four hundred ninety-seven thousand nine hundred thirty six euros) will be paid to Mr. MONTJOTIN as a result of the termination of his ND Employment Agreement, which correspond to the following:
  - 417,234 (four hundred seventeen thousand two hundred thirty-four euros) Euros corresponding to the mandatory severance payment provided by the applicable collective bargaining agreement (*indemnité conventionnelle de licenciement*)
  - 80,702 (eighty thousand seven hundred two euros) Euros as a supplementary indemnity.

The payments shall be made by the Company, by wire transfer or cheque, no later than 11 September 2015.

- It is specified that, in addition to this indemnity and in compliance with Mr. MONTJOTIN's ND Employment Agreement with the Company (as amended from time to time), Mr. MONTJOTIN will be bound by the non-compete clause provided in this ND Employment Agreement, the duration of which is 2 years starting from the date of its termination (i.e; 5 September 2015). The Parties agree that the Territory defined in this ND Employment Agreement
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shall be extended to the twenty-eight member states of the European Union as of the date of the present undertaking, as well as Switzerland, the United States of America, Mexico and Canada.

As a result of this non-compete clause and taking into account the modifications of this non-compete clause included in the present undertakings, Mr. MONJOTIN shall be eligible, subject to the conditions and terms set forth in the ND Employment Agreement to a global gross compensation equal to EUR 1,251,974 (*one million two hundred fifty-one thousand nine hundred seventy-four euros*), to be paid monthly by the Company, payable monthly over this 2-year period.

- The Company and Mr. MONTJOTIN shall communicate, both *vis-à-vis* the employees of the Company and its subsidiaries as *vis-à-vis* third parties, according to the communication plan proposed by Mr. MONTJOTIN and agreed by the Company as mentioned below.
- Further, the Company shall ensure that Mr. MONTJOTIN will continue to benefit from the officer's civil liability insurance policy subscribed by the Company to the benefit of its directors and officers, with respect to the period prior to 5 September 2015.
- For the sake of clarity, the Company shall pay Mr. MONTJOTIN his accrued paid holidays as of 5 September 2015, and ensure that he will continue to benefit from his health and life insurance (*assurance complémentaire et prévoyance*) for a period of 1 year after this date. The Company will also allow him to transfer his professional mobile phone number to his personal mobile phone contract.

2.2 It is specified that, by a separate agreement between the Shareholder and Mr. MONTJOTIN, the Shareholder took the following undertakings *vis-à-vis* Mr. MONTJOTIN, such undertakings being taken into consideration by Mr. MONTJOTIN in his decisions to enter into this Compromise:

- the duration of the non-compete clause provided under Annex A to the letter agreement signed between the Shareholder and Mr. MONJOTIN under the laws of the United States of America on 28 April 2015 (such letter agreement, including Annex A thereto, "the US Agreement") shall be reduced, from three years to two (2) years and nine (9) months. This non-compete clause will enter into effect on the date of termination of the ND Employment Agreement, (i.e; 5 September 2015);
- Mr. MONJOTIN has also received, on 5 September 2015, an award of 8,371 fully vested shares of Shareholder common stock with an aggregate grant date fair value of approximately EUR 250,000 as of the date hereof (the "Shares"), under the Shareholder's Amended and Restated 2011 Omnibus Incentive Compensation Plan, as amended or restated from time to time, or any successor plan thereto (the "Equity Plan"). The Shares will be subject to a lock-up on sales, offers, pledges, contracts to sell, grants of any option, right or warrant to purchase, or other transfers or dispositions, whether directly or indirectly, from the Effective Time until the date that is two years and nine months following termination of the US Agreement (or, if earlier, Mr. MONTJOTIN's death or a "Change of Control" (as defined in the Equity Plan)) and subject to all laws, rules, and regulations applicable to Mr. MONTJOTIN; provided that such lock-up shall not apply to Shares, if any, withheld, sold or otherwise transferred to the Shareholder to satisfy any applicable tax withholding in connection with the grant of the Shares.

In addition to any other legal remedies that the Company or the Shareholder may be entitled to by reason of any breach by Mr. MONTJOTIN under this Compromise, Mr. MONTJOTIN hereby agrees that in the event of any breach by Mr. MONTJOTIN under this Compromise, Mr. MONTJOTIN will be required, within ten (10) business days following the first date of such breach, to return to the Shareholder the Shares, including any proceeds received in connection with the sale or disposition of the Shares, in each case, including any dividends and distributions that Mr. MONTJOTIN received in respect of such Shares and net of any taxes paid by Mr. MONTJOTIN in respect of such Shares.

These concessions by the Company and the Shareholder are a fixed and definitive compensation satisfying the requirements for a concession (the "**Compensation**").

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2.3 In consideration of the granting of the Compensation, Mr. MONTJOTIN makes the following concessions in favor of the Company and the Shareholder:

- For the sake of clarity, he waives any right with respect to the termination of his mandate as Chairman of the Management Board;
- He waives any right with respect to the conclusion, the execution and the termination of his ND Employment Agreement and represents that he has been duly and definitively compensated for any consequence deriving from the conclusion, the execution and the termination of his ND Employment Agreement, including but not limited to potential claims for damages or wages;
- He waives any rights with respect to the conclusion, the execution and the termination of his US Agreement;
- He undertakes to cooperate with the Company with respect to any potential or actual litigation or investigations, in accordance with Article 3;
- He undertakes to resign immediately from all his corporate mandates in the direct and indirect subsidiaries of the Company without any termination indemnity or cost whatsoever, and waives any rights he might have in this respect;
- He undertakes to cooperate with the Company and the Company's subsidiaries with respect to the completion of any formalities in relation to his former position as legal representative, and in relation to his replacement as legal representative by any successor;
- He undertakes not to compete with the Company and its group in accordance with the provisions of article 4 and undertakes not to solicit employees of the Company and its group in accordance with the provisions of article 4;
- He agrees to the confidentiality and return of property, and non-disparagement undertakings pursuant to Article 5, and in particular and without limitation, he undertakes not to communicate in any manner with, nor give any information whatsoever (under whatever form) to Elliott (and any person or entity acting with or on behalf of Elliott) regarding the Company or its subsidiaries, the Shareholder or the legal proceedings engaged by the Company and the Shareholder against Elliott.

**ARTICLE 3. Cooperation undertaking and representation with respect to litigation and investigations**

In consideration of the mutual concessions set forth in this Agreement, Mr. MONTJOTIN confirms that he will, at the Company's request, fully collaborate and cooperate with the Company on a truthful basis in the context of (i) any investigation or review initiated by the Company or any of its subsidiaries or by any governmental authority relating to events or occurrences that occurred while Mr. MONTJOTIN was serving as the Company's Chairman of the Company's Management Board, and (ii) any existing, future or potential dispute involving the Company or any judicial or administrative suit which may be brought against the Company or any subsidiaries in relation to events which occurred during Mr. MONTJOTIN's mandate as Chairman of the Company's Management Board, or in relation to the termination of such mandate, and (iii) the prosecution of any claims or actions now in existence or which may be brought in the future on behalf of the Company or any of its subsidiaries relating to events or occurrences that occurred while Mr. Chairman of the Management Board was serving as Chairman of the Company's Management Board.

In the context of this cooperation, Mr. MONTJOTIN shall make himself reasonably available, at the request of the Company taking into account his professional or personal commitments or constraints, to take part in interviews with the Company or its legal advisors, to participate in court hearings or provide testimony before competent courts or administrative authorities (including being available for telephone conferences with outside counsel and/or personnel of the Company, being available for interviews, depositions, and/or to act as a witness on behalf of the Company), it being specified that the Company shall use its best endeavors to organize this cooperation in such places and at such times, which may comply with Mr. MONTJOTIN's professional constraints. The Company shall reimburse reasonable expenses incurred in connection with the cooperation provided pursuant to this Article 3, such as phone, travel expenses, accommodation and meals, within the limits generally applicable to the Company's employees.

More generally and without prejudice to the confidentiality undertakings provided herein, in the ND employment agreement and in the US Agreement, Mr. MONTJOTIN shall not cooperate in any manner with any person engaged in litigation or proceedings against the Company, the Shareholder or their respective subsidiaries.

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**ARTICLE 4. Non-compete and non-solicitation undertakings**

Mr. MONTJOTIN undertakes for a period expiring on 5 September 2017, to abide by the non-compete obligations provided in paragraph A of the amendment of the ND Employment Agreement of April 28, 2015, as reflected (as amended) in Schedule A hereto.

As mentioned above, the Parties hereby agree that the Territory defined in this ND Employment Agreement shall be extended to the twenty-eight member states of the European Union as of the date of the present undertaking, as well as Switzerland, the United States of America, Mexico and Canada.

The Parties agree that the Average Remuneration defined in the ND Employment Agreement shall be equal, for the purpose of the compensation of Mr. MONTJOTIN's obligations under this non-compete and non-solicitation clause, to 625,987 Euros per year, i.e. 52,165,58 Euros per month.

Further, Mr. MONTJOTIN undertakes vis-à-vis the Shareholder to abide by the non-compete and non-solicitation undertakings provided in the US Agreement, being specified that its duration has been reduced by separate agreement from three (3) years to thirty three (33) months as mentioned in Article 2.2 above.

**ARTICLE 5. Confidentiality, return of property and non-disparagement undertakings**

Without prejudice to his legal obligations, Mr. MONTJOTIN undertakes, for all time after this agreement and in any event for a ten (10)-year period as from the date hereof, to abide by the confidentiality and return of property obligations provided in paragraph B of the amendment of the ND Employment Agreement of April 28, 2015, as reflected in Schedule B hereto.

Without prejudice to their legal obligations, each of Mr. MONTJOTIN and the Company undertakes, at all time after this agreement and in any event for a period of ten (10) years, to abide by the non-disparagement obligations provided in paragraph C of the amendment of the ND Employment Agreement of April 28, 2015, as reflected in Schedule C hereto. The Company and the Shareholder undertake in particular, if asked about Mr. MONTJOTIN professional capabilities, to describe them positively.

More generally, Mr. MONTJOTIN acknowledges (i) that the Company is listed on stock exchanges in France, and (ii) the consequences of such listing in terms of applicable law and regulation (including with respect to inside information).

**ARTICLE 6. Communication**

The Parties agree on the communication plan regarding the departure of Mr. MONTJOTIN, including the press release and the message to certain managers, as described in Schedule D.

Mr. MONTJOTIN undertakes not to communicate regarding his departure from the Company and more generally from the XPO Group, except with the express authorization from the Company and in any event in a way fully consistent with the communication plan mentioned above.

The Company undertakes to communicate about the departure of Mr. MONTJOTIN only in a way fully consistent with the said communication plan.

**ARTICLE 7. Breach of Mr. MONTJOTIN's covenants hereunder**

In the event of a breach by Mr. MONTJOTIN of the covenants vis-à-vis the Company or the Shareholder under this Compromise, the Company may cease paying the compensation set forth herein in consideration for the non-compete and non-solicitation undertakings and Mr. MONTJOTIN shall reimburse to the Company all of the compensation granted in respect of such non-compete and non-solicitation undertakings. In addition, in the event of any breach by Mr. MONTJOTIN of any covenants vis-à-vis the Company or the Shareholder hereunder, Mr. MONTJOTIN hereby agrees to pay to the Company, liquidated damages in a cash amount equal to all amount paid under hereunder to the exception of the *indemnité conventionnelle de licenciement* (in any event not less than twelve (12) months' of the Average Remuneration as defined in Article 4 above) (the "Liquidated Damages"). The payment of the Liquidated Damages shall not preclude any right of the Company or the Group to bring legal proceedings against Mr. MONTJOTIN for compensation for the damages actually sustained by the Company as a result of Mr. MONTJOTIN breach of the covenants hereunder and to apply for an injunction of such activity under penalty of a fine.

It is specified for the sake of clarity that this clause amends and supplements the corresponding clause provided in the MS Employment Agreement with respect to the non-compete and non-solicitation undertakings and reflected in Schedule A.

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**ARTICLE 8. Authority of *res judicata***

Pursuant to articles 2044 *et seq.* of the French civil code, the Compromise puts a definitive end to the dispute defined in the Recitals.

The Compromise has between the Parties, the authority of *res judicata* of a final judgment and therefore can neither be revoked or challenged for any reason or by any means whatsoever, nor attacked on account of an error of law, nor on account of loss.

**ARTICLE 9. Statement**

The Parties hereby acknowledge that they have been fully informed of the consequences of this Compromise, particularly as regards applicable employment and tax legislation. It is expressly agreed that each Party shall be personally responsible for any claim made by any tax or social security institution (in particular the application of social security contributions, CSG and CRDS taxes to the amounts transferred), without any remedy of one Party against the other.

The Parties hereby acknowledge that they were provided with the relevant information and a sufficient reflection period to be able to appreciate the full extent of their rights.

The Parties also declare that the Compromise accurately reflects the outcome of their preliminary discussions and undertake to perform the obligations set forth in the Compromise in good faith, it being specified that the performance by the Company of its obligation hereunder is not subject to any authorization, approval or other condition of whatever nature. It is specified that this Compromise has been authorized by the Supervisory Board of the Company on 3 September 2015, pursuant to the related-party control procedure.

**ARTICLE 10. Applicable Law and competent courts**

This Compromise is governed by French law and any dispute about the validity, interpretation or execution of the Compromise shall be subject to the exclusive competence of the French Courts, being specified, however, that this clause shall not apply to any matters in relation to the termination of the US Agreement which are governed according to this agreement.

Executed in two original versions, in Lyon, on 5 September 2015

Mr. MONTJOTIN\*

For Norbert Dentressangle SA

M. ....\*

*Bon pour transaction forfaitaire, définitive,  
irrévocable et sans réserves.*

/s/ Hervé Montjotin

XPO Logistics, Inc.  
M. Gordon Devens

*Bon pour transaction forfaitaire, définitive,                      Bon pour transaction forfaitaire, définitive,  
irrévocable et sans réserves.    irrévocable et sans réserves.*

/s/ Gordon Devens

/s/ Troy Cooper

\* initial each page. On the last page, signature preceded by the handwritten notation « *bon pour transaction forfaitaire, définitive, irrévocable et sans réserves* »

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**Exhibit A**  
**Non-compete and non-solicitation undertakings**  
**(abstract of the ND Employment Agreement)**

**A. Non-compete clause and non-solicitation**

In order to conserve the legitimate interests of the Company and the Norbert Dentressangle Group (an international Group) (the “Group”), as well as its development in a market sector which is highly competitive, and taking into consideration the nature of the strategic and confidential information which Mr. Montjotin has access to, Mr. Montjotin hereby agrees to the non-competition and non-solicitation covenants described herein.

In the event of a termination of Mr. Montjotin’s employment with the Company as member of the Board of directors, for whatever cause, initiated by whatever party and at whatever time, Mr. Montjotin hereby covenants:

- (a) To not occupy a position of manager, corporate officer, board member, member of the board of directors, member of the supervisory board, employee, or hold the position of consultant or advisor or any other activity within or for a business in competition with the Businesses anywhere in the Territory, and to not be interested in, directly or indirectly, personally or through another person, in any way or by any means whatsoever, a business in competition with the Businesses anywhere in the Territory, including if the position concerned is with an entity that does not have, itself, a business in competition with the Businesses anywhere in the Territory if the function that Mr. Montjotin holds leads him to (i) dedicate all or part of his time to a subsidiary or a company belonging to the same group as such entity that has a competing business with the Businesses anywhere in the Territory or (ii) participate, directly or indirectly, in activities in competition with the Businesses anywhere in the Territory;
- (b) To not solicit the clients of the Company or any Company in the Group for tendering processes or market offers ongoing at the date of Mr. Montjotin’s termination of employment in which the Company or any Company in the Group participates; and,
- (c) To not solicit, directly or indirectly (including through a third party rendering services), for his own benefit or for the benefit of a third party, any employees or corporate officers of the Company or any Company in the Group, and to not employ or retain the services of employees or corporate officers of the Company or any Company in the Group having invested, directly or indirectly, in the Company or any Company in the Group, in order for any such employees or corporate officers to provide services for Mr. Montjotin or to report to Mr. Montjotin, directly or indirectly.

These covenants will be enforceable in the Territory during a period of two (2) years, commencing upon the termination of Mr. Montjotin’s employment with the Company and the Group (the “Restricted Period”).

As used in this Annex, “Businesses” is defined as the business of the Company and the Group as of the date Mr. Montjotin’s employment with the Company and the Group is terminated, including:

- (i) any providers of third-party logistics services, including only by way of illustration, freight brokerage, freight forwarding, expediting, internet load boards, last-mile delivery logistics or intermodal providers, or firms such as, by way of example, DSV, Panalpina, DHL, Ceva, Kuehne + Nagle, CH Robinson or Expeditors International of Washington, Inc.; and
- (ii) an individual or business that otherwise competes with the Company’s or the Group’s business anywhere in the Territory.

“Territory” designates the twenty-eight member states of the European Union as of the date of the present undertaking, as well as Switzerland, the United States of America, Mexico and Canada.

In consideration of the non-compete and non-solicitation covenants set forth herein, Mr. Montjotin will receive, starting upon the date of Mr. Montjotin’s termination of employment with the Company and the Group, for each month during the Restricted Period and while the non-compete and non-solicitation covenants set forth herein are in effect, a cash amount equal to fifty percent (50%) of the average of Mr. Montjotin’s monthly remuneration (base and variable remuneration, excluding all other premiums or compensation, of whatever nature, whether direct or indirect, in kind or in cash or any other remuneration from the Company or the Group, and notably any remuneration granted in accordance with company officer mandate(s)) received during the twelve (12) months immediately preceding Mr. Montjotin’s termination of employment with the Company and the Group (the “Average Remuneration”).

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For the avoidance of doubt:

- the compensation described in the immediately preceding sentences includes any compensation in lieu of paid leave (*indemnités de congés payés*).
- “termination of employment,” as referred to in the immediately preceding paragraph refers to the notification of the termination of the employment contract.

Should the notification of Termination of the contract occur during the 24 months following the closing date under the Stock Purchase Agreement by which XPO acquired a majority interest in ND (the “Closing Date”), Mr. Montjotin will be granted a supplementary compensation equal to 50% of the Average remuneration increasing the amount to a total of 100% of the Average remuneration.

Mr. Montjotin acknowledges that in light of his training and experience, the covenants set forth herein are not in any way likely to prevent him from performing a professional activity or finding a job that is consistent with his qualifications and the level of responsibility to which he aspires, excluding jobs relating to the freight road transportation business with which he has worked for the Company and the Group.

In order to waive the non-competition and non-solicitation covenants set forth herein, the Company must provide Mr. Montjotin, with written notice (by registered letter with proof of receipt) within ten (10) days following the delivery of notice of termination of Mr. Montjotin’s employment with the Company and the Group, and in no case later than the effective date of the Mr. Montjotin’s termination with the Company and the Group. If the Company does so elect to waive the non-competition and non-solicitation covenants, the Company shall be released from any obligation to make any payment to Mr. Montjotin in consideration of the non-compete and non-solicitation covenants hereunder.

For as long as Mr. Montjotin shall be bound by the covenants contained herein, Mr. Montjotin shall notify the Company of all information pertinent to his professional activity and/or duties in order for the Company to ensure compliance.

In the event of a breach by Mr. Montjotin of the covenants hereunder, the Company may cease paying the compensation set forth herein and Mr. Montjotin shall reimburse to the Company all of the compensation granted in respect of such covenants hereunder. In addition, in the event of any breach by Mr. Montjotin of the covenants hereunder, Mr. Montjotin hereby agrees to pay to the Company, liquidated damages in a cash amount equal all amount paid under hereunder (but in any event twelve (12) months’ of the Average Remuneration) (the “Liquidated Damages”).

The payment of the Liquidated Damages shall not preclude any right of the Company or the Group to bring legal proceedings against Mr. Montjotin for compensation for the damages actually sustained by the Company as a result of Mr. Montjotin breach of the covenants hereunder and to apply for an injunction of such activity under penalty of a fine.

I, Bradley S. Jacobs, certify that:

1. I have reviewed this quarterly report on Form 10-Q of XPO Logistics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 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/ Bradley S. Jacobs

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Chief Executive Officer

(Principal Executive Officer)

Date: November 9, 2015

I, John J. Hardig, certify that:

1. I have reviewed this quarterly report on Form 10-Q of XPO Logistics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 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/ John J. Hardig

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Chief Financial Officer  
(Principal Financial Officer)

Date: November 9, 2015

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER**

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Executive Officer of XPO Logistics, Inc. (the "Company"), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2015 (the "Report") fully complies with the requirements of Section 13(a) 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.

By: /s/ Bradley S. Jacobs

Chief Executive Officer

(Principal Executive Officer)

Date: November 9, 2015

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER**

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

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Financial Officer of XPO Logistics, Inc. (the "Company"), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2015 (the "Report") fully complies with the requirements of Section 13(a) 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.

By: /s/ John J. Hardig  
Chief Financial Officer  
(Principal Financial Officer)

Date: November 9, 2015

