
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **June 11, 2010**

YRC Worldwide Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-12255
(Commission
File Number)

48-0948788
(IRS Employer
Identification No.)

10990 Roe Avenue, Overland Park, Kansas 66211
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (913) 696-6100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On June 11, 2010, YRC Worldwide (the “Company”), as Performance Guarantor, Yellow Roadway Receivables Funding Corporation (“YRRFC”), as Seller, the Co-Agents and the Purchasers party thereto entered into Amendment No. 18 (the “ABS Amendment”) to the Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008 (as amended, the “ABS Facility”), among the Seller, Falcon Asset Securitization Company LLC, Three Pillars Funding LLC and Amsterdam Funding Corporation, as Conduits; the financial institutions party thereto, as Committed Purchasers; Wells Fargo Bank, N.A. (successor to Wachovia Bank, National Association), as Wells Fargo Agent and LC Issuer, SunTrust Robinson Humphrey, Inc., as Three Pillars Agent; The Royal Bank of Scotland plc (successor to ABN AMRO Bank N.V.), as Amsterdam Agent; and JPMorgan Chase Bank, N.A., as Falcon Agent and Administrative Agent. The ABS Amendment:

- reduces the aggregate commitments under the ABS Facility from \$400 million to \$350 million; and
- modifies certain calculations under the ABS Facility to reduce the impact of negative effects that the integration of Yellow Transportation and Roadway has had on the ability of the Seller to borrow under the ABS Facility. As a result of the ABS Amendment, solely for the period beginning on June 11, 2010 and ending on July 2, 2010, the Seller will be able to borrow additional amounts under the ABS Facility. As of June 11, 2010, the incremental availability under the ABS Facility after giving effect to these modifications would have been approximately \$22 million.

In connection with the ABS Amendment, the Company paid fees to the Co-Agents equal to two percent of the reduced aggregate commitments described above, or \$7.0 million (the “Closing Fees”). The Closing Fees were paid by the Company by the issuance to the Co-Agents (or their designees) of an aggregate of 25.4 million shares (the “Shares”) of common stock of the Company, par value \$0.01 per share (the “Common Stock”), which number of shares was calculated by dividing the aggregate Closing Fees by the average closing price of the Common Stock over the five business days occurring immediately prior to the date of the ABS Amendment.

The description of the ABS Amendment is qualified in its entirety by the text of the ABS Amendment which is attached hereto as Exhibit 10.1 and incorporated by reference.

A copy of the news release announcing the ABS Amendment is attached hereto as Exhibit 99.1.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 is hereby incorporated into this Item 3.02. The Company issued the Shares in a private placement to the Co-Agents in reliance upon an exemption from registration contained in Section 4(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Regulation D promulgated thereunder.

The Shares have not been registered under the Securities Act, or any state securities laws, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offering would be unlawful.

Item 7.01. Regulation FD Disclosure.

On June 14, 2010, the Company provided updated information regarding operating results, volume trends and liquidity challenges. A copy of the news release announcing the operating results, volume trends and liquidity challenges is attached hereto as Exhibit 99.1.

Based on the recent fluctuations in the equity markets and with the end of the second quarter approaching, the Company has ceased issuing shares of its common stock pursuant to its previously announced at-the-market offerings. As of May 31, 2010, the Company had issued approximately 45 million shares of its common stock with aggregate gross sales proceeds of approximately \$16 million pursuant to the at-the-market offerings. The Company may decide to utilize the at-the-market offerings in the future to issue additional shares of its common stock depending on a number of factors, including (among others) the trading price and volume of the Company’s common stock and its liquidity needs.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

- 10.1 Amendment No. 18, dated as of June 11, 2010, to ABS Facility.
- 99.1 News release dated June 14, 2010.

SIGNATURE

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.

YRC WORLDWIDE INC.

Date: June 14, 2010

By: /s/ Daniel J. Churay

Daniel J. Churay

Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 18, dated as of June 11, 2010, to ABS Facility.
99.1	News release dated June 14, 2010.

**AMENDMENT NO. 18 TO THIRD AMENDED AND RESTATED
RECEIVABLES PURCHASE AGREEMENT**

THIS AMENDMENT NO. 18 TO THIRD AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "**Amendment**") is entered into as of June 11, 2010 by and among:

(a) Yellow Roadway Receivables Funding Corporation, a Delaware corporation (the "**Seller**" or "**YRRFC**"),

(b) YRC Worldwide Inc., a Delaware corporation (the "**Performance Guarantor**"),

(c) JPMorgan Chase Bank, N.A. ("**JPMorgan**"), SunTrust Bank ("**SunTrust**"), Wells Fargo Bank, N.A. (successor by merger to Wachovia Bank, National Association) ("**Wells Fargo**"), and The Royal Bank of Scotland plc ("**RBS**") as successor to ABN AMRO Bank N.V. (each of the foregoing a "**Committed Purchaser**"),

(d) Falcon Asset Securitization Company LLC, Three Pillars Funding LLC and Amsterdam Funding Corporation (each of the foregoing, a "**Conduit**"),

(e) SunTrust Robinson Humphrey, Inc., Wells Fargo, RBS and JPMorgan (each of the foregoing, a "**Co-Agent**"), and

(f) JPMorgan, as administrative agent for the Groups (together with its successors and permitted assigns and in such capacity, the "**Administrative Agent**" and together with the Co-Agents, and their respective successors and permitted assigns, the "**Agents**"),

with respect to that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008, among the Seller, the Committed Purchasers, the Conduits, the LC Issuer and the Agents (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**RPA**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the RPA.

2. **Amendments to RPA**. Effective as of the Effective Date (as defined herein), subject to the satisfaction of the condition precedent set forth in **Section 3** below, the RPA is hereby amended as follows:

(a) **Section 7.1** of the RPA is hereby amended to add the following new **clause (m)** in proper alphabetical order:

(m) (i) The Seller or the Performance Guarantor shall fail to perform or observe any term, covenant or agreement contained in any Share Issuance Agreement, (ii) any Share Issuance Agreement shall cease to be effective or the legally valid, binding and enforceable obligation of the Seller or the Performance Guarantor, or the Seller or the Performance Guarantor shall contest in any proceeding in any court or any mediation or arbitral proceeding such effectiveness, validity, binding nature or enforceability of its obligations thereunder or (iii) the issuance of any securities under the Share Issuance Agreements shall be rescinded or such securities are required to be returned.

(b) The definitions of “Group Commitment” and “Group Limit” set forth in Exhibit I to the RPA are hereby amended and restated in their entirety as follows:

“Group Commitment” and “Group Limit” means, for each Group, the amount set forth next to its name in the table below under the applicable column heading:

<u>GROUP NAME</u>	<u>GROUP LIMIT</u>	<u>GROUP COMMITMENT</u>
Wells Fargo Group	\$ 64,166,666	\$ 64,166,666
Falcon Group	\$122,208,334	\$ 122,208,334
Three Pillars Group	\$ 76,125,000	\$ 76,125,000
Amsterdam Group	\$ 87,500,000	\$ 87,500,000

(c) The definition of “Incremental Availability” set forth in Exhibit I to the RPA is hereby amended and restated in its entirety as follows:

“Incremental Availability” means, at any time, an amount equal to (i) the Net Receivables Balance, minus (ii) the Required Reserve, minus (iii) at all times other than during the period commencing on June 11, 2010 and ending on July 2, 2010, the Adjustment Benefit, minus (iv) the aggregate Credit Exposure of all Groups.

(d) The definition of “Transaction Documents” set forth in Exhibit I to the RPA is hereby amended and restated in its entirety as follows:

“Transaction Documents” means, collectively, this Agreement, the Sale Agreement, the Fee Letters, the LC Applications, the Subordinated Notes, the Liquidity Agreements, the Performance Undertaking, each Collections Notice, the Share Issuance Agreements and all other instruments, documents and agreements executed and delivered by the Seller, the Performance Guarantor or any Originator in connection herewith.

(e) The Commitment set forth on the signature page for JPMorgan is hereby amended to delete the reference to “\$139,666,667.00” therein and to substitute “\$122,208,334” therefor.

(f) The Commitment set forth on the signature page for SunTrust is hereby amended to delete the reference to “\$87,000,000.00” therein and to substitute “\$76,125,000” therefor.

(g) The Commitment set forth on the signature page for Wells Fargo is hereby amended to delete the reference to “\$73,333,333.00” therein and to substitute “\$64,166,666” therefor.

(h) The Commitment set forth on the signature page for RBS is hereby amended to delete the reference to “\$100,000,000.00” therein and to substitute “\$87,500,000” therefor.

(i) Exhibit I to the RPA is hereby amended to insert the following definition in proper alphabetical order:

“Share Issuance Agreements” means, collectively (i) that certain Fee Letter dated June 11, 2010 made by the Performance Guarantor and the Seller for the benefit of the Co-Agents and (ii) any other instrument, document or agreement executed in connection with any of the foregoing.

3. Conditions Precedent. This Amendment shall become effective on the date (the “**Effective Date**”) when each of the following conditions precedent have been satisfied or waived:

(a) The Administrative Agent shall have received the following, each in a form satisfactory to the Administrative Agent: (i) counterparts of this Amendment duly executed by the Seller, the Performance Guarantor, each Purchaser and the Agents, (ii) duly executed copies of the Share Issuance Agreements to be executed on or before the date hereof, (iii) an opinion of Kirkland & Ellis LLP, counsel to the Seller, delivered in connection with the execution of the Share Issuance Agreements to be executed on or before the date hereof, in form and substance satisfactory to the Agents, and (iv) such other documents, instruments or agreements as any Agent shall reasonably request.

(b) Receipt of all fees and expenses payable on the date hereof under the Share Issuance Agreements or otherwise in connection with the transactions contemplated herein.

(c) Compliance with all terms and conditions set forth in the fee letter of even date herewith among the Seller, the Performance Guarantor and the Co-Agents.

(d) The Seller shall have paid the reasonable legal fees and disbursements of (i) the Administrative Agent’s counsel, Sidley Austin LLP and (ii) the Wells Fargo Agent’s counsel, Greenberg Traurig, LLP, in each case, invoiced on or prior to the date on which the conditions described in clauses (a) through clause (c) of this Section 3 have been satisfied.

4. Representations and Warranties. In order to induce the other parties to enter into this Amendment:

(a) The Seller hereby represents and warrants to the Purchasers and Agents that after giving effect to the amendments contained in Section 2 above, (i) no Servicer Default or Potential Servicer Default exists and is continuing as of the Effective Date or would result from the execution, delivery and performance of this Amendment or any of the Share Issuance Agreements, (ii) the RPA, as amended hereby, and the Share Issuance Agreements constitute the legal, valid and binding obligation of the Seller and the Performance Guarantor enforceable against such Person in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws relating to or limiting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and (iii) excluding Section 3.1(k) of the RPA solely insofar as it relates to the absence of a Material Adverse Effect of the type described in clause (i) of the definition of such term (as to which no representation or warranty is made hereby), each of the Seller's representations and warranties contained in the RPA is correct as of the Effective Date.

(b) The Performance Guarantor hereby represents and warrants to the Purchasers and Agents that (i) neither the Performance Guarantor nor any of its Affiliates (A) has received a demand for payment, or has knowledge, of complete or partial withdrawal liability to any multiemployer plan, (B) to its knowledge, contributes to any multiemployer plan (within the meaning of section 4001(a)(3) of the Employee Retirement Security Act of 1974, as amended) that has an accumulated funding deficiency that has not been waived or (C) contributes to any single employer defined benefit plan with respect to which any minimum required contribution (within the meaning of section 430(a) of the Internal Revenue Code of 1968, as amended) was not paid by its due date and (ii) the execution, delivery and performance by the Performance Guarantor of this Amendment and the Share Issuance Agreements do not breach, or result in a default under, any agreement by which the Performance Guarantor or any of its Subsidiaries may be bound, including, without limitation, that certain Note Purchase Agreement dated as of February 11, 2010 by and among the Performance Guarantor, certain investors parties thereto as buyers and certain Subsidiaries of the Performance Guarantor parties thereto as guarantors.

(c) The Performance Guarantor hereby consents to the amendments herein contained and ratifies and confirms that the Performance Undertaking remains in full force and effect.

5. Ratification. Except as modified hereby, the RPA is hereby ratified, approved and confirmed in all respects.

6. Reference to Agreement. From and after the Effective Date, each reference in the RPA to "this Agreement", "hereof", or "hereunder" or words of like import, and all references to the RPA in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature shall be deemed to mean, respectively, the RPA as modified by this Amendment.

7. Costs and Expenses. The Seller agrees to pay all reasonable costs, fees, and out-of-pocket expenses (including reasonable attorneys' fees and disbursements) incurred by the Agents in connection with the preparation, execution and enforcement of this Amendment.

8. CHOICE OF LAW. THIS AMENDMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW) WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

9. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart via facsimile or other electronic transmission shall be deemed delivery of an original counterpart.

<Signature pages follow>

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date hereof.

YELLOW ROADWAY RECEIVABLES FUNDING CORPORATION

By: _____
Name:
Title:

YRC WORLDWIDE INC., as Performance Guarantor

By: _____
Name:
Title:

SUNTRUST ROBINSON HUMPHREY, INC., as Three Pillars Agent

By: _____
Name:
Title:

SUNTRUST BANK, as a Committed Purchaser

By: _____
Name:
Title:

*Amendment No. 18 to
Third Amended and Restated Receivables Purchase Agreement*

THREE PILLARS FUNDING LLC, as a Conduit

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as a Committed Purchaser, as Falcon Agent and as Administrative Agent

By: _____
Name: John M. Kuhns
Title: Executive Director

FALCON ASSET SECURITIZATION COMPANY LLC, as a Conduit

BY: JPMORGAN CHASE BANK, N.A., ITS ATTORNEY-IN-FACT

By: _____
Name:
Title:

WELLS FARGO BANK, N.A. (successor by merger to Wachovia Bank, National Association), as a Committed Purchaser and as Wells Fargo Agent

By: _____
Name:
Title:

*Amendment No. 18 to
Third Amended and Restated Receivables Purchase Agreement*

THE ROYAL BANK OF SCOTLAND PLC, as a Committed Purchaser and as Amsterdam Agent

By: RBS SECURITIES INC., as its agent

By: _____
Name:
Title:

AMSTERDAM FUNDING CORPORATION, as a Conduit

By: _____
Name:
Title:

*Amendment No. 18 to
Third Amended and Restated Receivables Purchase Agreement*

10990 Roe Avenue
Overland Park, KS 66211
Phone 913 696 6100 Fax 913 696 6116
News Release



June 14, 2010

YRC Worldwide Confirms Positive Adjusted EBITDA for Second Quarter

- June Business Volumes Continue to Grow Sequentially
- ABS Amendment Provides Incremental Liquidity
- Company Expects Positive Regional Transportation Second Quarter Operating Income

OVERLAND PARK, KAN. — YRC Worldwide Inc. (NASDAQ: YRCW) today confirmed its previously announced expectation that the company will achieve positive adjusted EBITDA on a consolidated basis and positive operating income for its Regional Transportation segment for second quarter of 2010. While the company expects positive adjusted EBITDA for the quarter, it also expects its working capital expenditures, cash interest, advisor fees and other payments to produce a net cash usage from operating activities.

The company also reported that it has amended its asset-backed securitization facility to modify certain calculations to reduce the impact of negative effects that the integration of Yellow Transportation and Roadway has had on the ability of the company to borrow under the facility. As a result of this amendment, the company will be able to borrow additional amounts under the facility during the remainder of the second quarter. As of June 11, 2010, the incremental availability under the ABS facility after giving effect to these modifications would have been \$22 million.

“We continue to see positive developments in our business as our June volume trends are exceeding our May volume trends,” said Chairman, President and CEO Bill Zollars. “The incremental liquidity from the ABS amendment helps to support our working capital needs as we grow our revenues. With the operating momentum we are experiencing, we are confident in our ability to generate positive adjusted EBITDA in the second quarter of 2010.”

Driven primarily by the need to fund working capital for business growth, the expected net cash usage from operating activities creates liquidity pressure for the company. In addition to the liquidity that the amendment to the ABS facility provides, the company is seeking to address its short-term liquidity needs through a combination of one or more of the following actions:

- Implementing further cost actions and efficiency improvements
- Seeking additional and return business from customers
- Engaging in discussions with the company’s lending group under its credit agreement
- Pursuing the sale of non-strategic assets or business lines
- Actively managing receipts and disbursements, including amounts and timing, focusing on reducing day’s sales outstanding and managing day’s payables outstanding

- Pursuing the company's litigation against the trustee under the indenture related to the company's 5% contingent convertible notes; if the company is successful in its litigation and meets the closing conditions under a note purchase agreement to sell and issue additional 6% convertible notes, the company can utilize the remaining \$20.2 million of proceeds held in an escrow for general corporate purposes.
- Considering the sale of additional equity or pursuing other capital market transactions

* * * * *

Certain Non-GAAP financial measures

Adjusted EBITDA is a non-GAAP measure that reflects the company's earnings before interest, taxes, depreciation, and amortization expense, and further adjusted for letter of credit fees, equity based compensation expense, net losses on property disposals and certain other items as defined in the company's credit agreement. Adjusted EBITDA is used for internal management purposes as a financial measure that reflects the company's core operating performance. In addition, management uses adjusted EBITDA to measure compliance with financial covenants in the company's credit agreement. However, this financial measure should not be construed as a better measurement than operating income or earnings per share, as defined by generally accepted accounting principles.

Adjusted EBITDA has the following limitations:

- Adjusted EBITDA does not reflect the significant interest expense or the cash requirements necessary to service interest or principal payments on our outstanding debt;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements;
- Equity based compensation is an element of our overall long-term incentive compensation package, although we exclude it as an expense when evaluating our ongoing operating performance for a particular period; and
- Other companies in our industry may calculate Adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure

Because of these limitations, Adjusted EBITDA should not be considered a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and using Adjusted EBITDA as a secondary measure.

Forward-Looking Statements

This news release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The words "expect," "expectation," "expected," "will" "continue" and similar expressions are intended to identify forward-looking statements. It is important to note that the company's actual future results could differ materially from those projected in such forward-looking statements because of a number of factors, including (among others) our ability to generate sufficient cash flows and liquidity to fund operations, which raises substantial doubt about our ability to continue as a going concern, inflation, inclement weather, price and availability of fuel, sudden changes in the cost of fuel or the index upon which the company bases its fuel surcharge, competitor pricing activity, expense volatility, including (without limitation) expense volatility due to changes in rail service or pricing for rail service, ability to capture cost reductions, changes in equity and debt markets, a downturn in general or regional economic activity, effects of a terrorist attack, labor relations, including (without limitation), the impact of work rules, work stoppages, strikes or other disruptions, any obligations to multi-employer health, welfare and pension plans, wage requirements and employee satisfaction, and the risk factors that are from time to time included in the company's reports filed with the SEC, including the company's Annual Report on Form 10-K for the year ended December 31, 2009.

The company's expectations regarding cost reductions could differ materially from actual cost reductions based on a number of factors, including (among others) the factors identified in the prior paragraph above, the ability to identify and implement cost reductions, the success of the company's operating plans and programs, the company's ability to successfully reduce collateral requirements for its insurance programs, which in turn is dependent upon the company's safety performance, ability to reduce the cost of claims through claims management, the company's credit ratings and the requirements of state workers compensation agencies and insurers for collateral for self insured portions of workers compensation programs, the need to spend additional capital to implement cost reduction opportunities, including (without limitation) to terminate, amend or renegotiate prior contractual commitments, the accuracy of the company's estimates of its spending requirements, changes in the company's strategic direction and the need to replace any unanticipated losses in capital assets.

* * * * *

YRC Worldwide Inc., a Fortune 500 company headquartered in Overland Park, Kan., is one of the largest transportation service providers in the world and the holding company for a portfolio of successful brands including YRC, YRC Reimer, YRC Glen Moore, YRC Logistics, New Penn, Holland and Reddaway. YRC Worldwide has the largest, most comprehensive network in North America, with local, regional, national and international capabilities. Through its team of experienced service professionals, YRC Worldwide offers industry-leading expertise in heavyweight shipments and flexible supply chain solutions, ensuring customers can ship industrial, commercial and retail goods with confidence. Please visit yrcw.com for more information.

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