

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

**SCHEDULE 13D/A  
(Rule 13d-1(e))**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)**

**YRC WORLDWIDE INC.  
(Name of Issuer)**

**Common Stock, par value \$0.01 per share  
(Title of Class of Securities)**

**984249607  
(CUSIP Number)**

**Eric Ross  
Senior Managing Director and Chief Compliance Officer  
Avenue Capital Group  
399 Park Avenue, 6<sup>th</sup> Floor  
New York, NY 10022  
(212) 850-3520**

**(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)**

**January 27, 2014  
(Date of Event which Requires Filing of this Statement)**

**If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.**

**Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.**

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Investments, L.P. ("Avenue Investments")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

WC

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

244,457<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

244,457

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

244,457

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

2.19%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

PN

1 The 244,457 shares of Common Stock reported herein as being beneficially held by Avenue Investments includes 160,749 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes, and 83,708 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes.

2 Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 160,749 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 83,708 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Partners, LLC ("Avenue Partners")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

New York

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

832,634<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

832,634

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

832,634

12 Check box if the aggregate amount in row (11) excludes certain shares 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.08%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

OO

<sup>1</sup> This number represents shares beneficially held by Avenue Investments and through Avenue International GenPar (as defined below) as general partner of Avenue International. Avenue Partners is the general partner of Avenue Investments and the sole shareholder of Avenue International GenPar.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 557,602 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 275,032 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue International Master, L.P. ("Avenue International")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

WC

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

588,177<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

588,177

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

588,177

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.11%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

PN

<sup>1</sup> The 588,177 shares of Common Stock reported herein as being beneficially held by Avenue International Master, L.P. includes 396,853 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes, and 191,324 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 396,853 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 191,324 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue International Master GenPar, Ltd. ("Avenue International GenPar")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

588,177<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

588,177

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

588,177

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.11%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

CO

<sup>1</sup> This number represents shares beneficially held by Avenue International. Avenue International GenPar is the general partner of Avenue International.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 396,853 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 191,324 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Special Situations Fund VI (Master), L.P. ("Avenue Spec VI")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

WC

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

877,108<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

877,108

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

877,108

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.43%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

PN

<sup>1</sup> The 877,108 shares of Common Stock reported herein as being beneficially held by Avenue Special Situations Fund VI (Master), L.P. includes 356,164 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes, and 520,944 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (plus an additional 356,164 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 520,944 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Capital Partners VI, LLC ("Avenue Capital VI")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

## 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED

PURSUANT TO ITEMS 2(d) or 2(e)

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

877,108<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

877,108

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

877,108

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.43%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

OO

<sup>1</sup> This number represents shares beneficially held by Avenue Spec VI. Avenue Capital VI is the general partner of Avenue Spec VI.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (plus an additional 356,164 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 520,944 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

GL Partners VI, LLC ("GL VI")

## 2 Check the appropriate box if a member of group

(a) (b) 

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

877,108<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

877,108

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

877,108

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.43%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

OO

<sup>1</sup> This number represents shares beneficially held by Avenue Spec VI. GL VI is the managing member of Avenue Capital VI, the general partner of Avenue Spec VI.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (plus an additional 356,164 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 520,944 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).



## 1 NAMES OF REPORTING PERSONS

Managed Accounts Master Fund Services – MAP 10

## 2 Check the appropriate box if a member of group

(a) (b) 

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

WC

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

28,649<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

28,649

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

28,649

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.26%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

OO

<sup>1</sup> The 28,649 shares of Common Stock reported herein as being beneficially held by Managed Accounts Master Fund Services – MAP 10 includes 18,171 shares of Common Stock issuable upon conversion 10% Series A Convertible Senior Secured Notes, and 10,478 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (plus an additional 18,171 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 10,478 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Capital Management II, L.P. (“Avenue Capital Management II”)

2 Check the appropriate box if a member of group

(a) (b) 

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7 SOLE VOTING POWER

-0-

8 SHARED VOTING POWER

1,738,391<sup>1</sup>

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

1,738,391

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,738,391

12 Check if the aggregate amount in row (11) excludes certain shares 

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.73%<sup>2</sup>

14 TYPE OF REPORTING PERSON

IA

<sup>1</sup> Avenue Capital Management II exercises voting and investment power over the securities beneficially owned by the Funds (as defined below). This number includes 877,108 shares of common stock held by Avenue Special Situations Fund VI (Master), L.P. (“Avenue Spec VI”), 244,457 shares of common stock held by Avenue Investments, L.P. (“Avenue Investments”), 28,649 shares of common stock held by Managed Accounts Master Fund Services – MAP 10 (“MAP 10”) and 588,177 shares of common stock held by Avenue International Master, L.P. (“Avenue International”) and together with Avenue Spec VI, Avenue Investments and MAP 10, the “Funds”) on December 23, 2013.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 931,937 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 806,454 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Avenue Capital Management II GenPar, LLC ("GenPar")

## 2 Check the appropriate box if a member of group

(a)

(b)

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

1,738,391<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

1,738,391

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,738,391

12 Check if the aggregate amount in row (11) excludes certain shares 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.73%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

OO

<sup>1</sup> This number represents shares beneficially held by Avenue Capital Management II. GenPar is the general partner of Avenue Capital Management II.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 931,937 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 806,454 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## 1 NAMES OF REPORTING PERSONS

Marc Lasry

## 2 Check the appropriate box if a member of group

(a) (b) 

## 3 SEC USE ONLY

## 4 SOURCE OF FUNDS

AF

5 Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) 

## 6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S.

## NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

## 7 SOLE VOTING POWER

-0-

## 8 SHARED VOTING POWER

1,738,391<sup>1</sup>

## 9 SOLE DISPOSITIVE POWER

-0-

## 10 SHARED DISPOSITIVE POWER

1,738,391

## 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,738,391

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES 

## 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.73%<sup>2</sup>

## 14 TYPE OF REPORTING PERSON

IN/HC

<sup>1</sup> This number represents shares beneficially held by Avenue Capital Management II. Marc Lasry is the managing member of GenPar, the general partner of Avenue Capital Management II and he exercises voting and investment power over the securities beneficially owned by Avenue Capital Management II and by the Funds.

<sup>2</sup> Based upon 10,922,968 shares of Common Stock outstanding as of December 19, 2013, as disclosed by the Issuer in the Stock Purchase Agreement, and calculated in accordance with Rule 13d-3(d)(1) of the Exchange Act (including an additional 931,937 shares of Common Stock issuable upon conversion of 10% Series A Convertible Senior Secured Notes and 806,454 shares of Common Stock issuable upon conversion of 10% Series B Convertible Senior Secured Notes).

## Explanatory Note

Item 1. Security and Issuer

This Amendment No. 2 to Schedule 13D ("Amendment No. 2") is being filed by Avenue Investments, L.P., a Delaware limited partnership ("Avenue Investments"), Avenue Partners, LLC, a New York limited liability company ("Avenue Partners"), Avenue International Master, L.P., a Cayman Islands exempted limited partnership ("Avenue International"), Avenue International Master GenPar, Ltd., a Cayman Islands exempted company ("Avenue International GenPar"), Avenue Special Situations Fund VI (Master), L.P., a Delaware limited partnership ("Avenue Spec VI"), Avenue Capital Partners VI, LLC, a Delaware limited liability company ("Avenue Capital VI"), GL Partners VI, LLC, a Delaware limited liability company ("GL VI"), Managed Accounts Master Fund Services – MAP 10 ("MAP 10"), Avenue Capital Management II, L.P., a Delaware limited partnership ("Avenue Capital Management II"), Avenue Capital Management II GenPar, LLC, a Delaware limited liability company ("GenPar"), and Marc Lasry, a United States citizen ("Lasry," together with Avenue Investments, Avenue Partners, Avenue International, Avenue International GenPar, Avenue Spec VI, Avenue Capital VI, GL VI, MAP 10, Avenue Capital Management II and GenPar, the "Reporting Persons") to amend the Items specified below in the Reporting Persons' Schedule 13D with respect to YRC Worldwide, Inc., a Delaware corporation (the "Issuer"), filed with the Securities and Exchange Commission on December 19, 2013 (the "Original Schedule 13D"), as amended by Amendment No. 1 to the Original Schedule 13D, filed with the Securities and Exchange Commission on December 24, 2013 ("Amendment No. 1" and, together with the Original Schedule 13D, the "Amended Schedule 13D"). Capitalized terms used in this Amendment No. 2 but not defined herein shall have the respective meanings given to such terms in the Amended Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented to add the following at the end thereof:

The information set forth in Item 6 below and Exhibit 1 attached hereto are incorporated into this Item 4 by reference as if fully set forth herein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and supplemented to add the following at the end thereof:

On January 27, 2014, the Avenue Purchasers and the Issuer entered into that certain amendment to the Stock Purchase Agreement (the "Stock Purchase Agreement Amendment"), pursuant to which the Avenue Purchasers and the Issuer agreed that the obligations of the Avenue Purchasers to consummate the Transaction is subject to, among other things, the satisfaction of the conditions precedent to the effectiveness of the new proposed extension agreement between Issuer and the Teamsters National Freight Industry Negotiating Committee of the International Brotherhood of Teamsters ("TNFINC"), as approved for presentation by TNFINC on January 17, 2014, rather than the satisfaction of the conditions precedent to the proposed extension agreement between the Issuer and TNFINC, as presented to TNFINC on December 6, 2013.

The summary of the Stock Purchase Agreement Amendment described in this Amendment No. 2 is not a complete description and is qualified in its entirety by

reference to the full terms of the Stock Purchase Agreement Amendment, filed as Exhibit 1 hereto, and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Amendment No. 1 to the Stock Purchase Agreement, dated as of December 22, 2013, by and among the Avenue Purchasers and the Issuer, dated as of January 27, 2014.

## SIGNATURE

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this Statement is true, complete and correct.

Dated: January 27, 2014

AVENUE INVESTMENTS, L.P.

By: Avenue Partners, LLC, its general partner

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

AVENUE PARTNERS, LLC

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

AVENUE INTERNATIONAL MASTER, L.P.

By: Avenue International Master Fund GenPar, Ltd., its general partner

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Director

AVENUE INTERNATIONAL MASTER FUND  
GENPAR, LTD.

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Director

AVENUE SPECIAL SITUATIONS FUND VI  
(MASTER), L.P.

By: Avenue Capital Partners VI, LLC,  
its general partner

By: GL Partners VI, LLC, its managing member

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

AVENUE CAPITAL PARTNERS VI, LLC

By: GL Partners VI, LLC, its managing member

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

GL PARTNERS VI, LLC

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

MANAGED ACCOUNTS MASTER FUND SERVICES  
– MAP 10

By: Avenue Capital Management II, L.P., its investment  
manager

By: Avenue Capital Management II GenPar, LLC, its  
general partner

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

AVENUE CAPITAL MANAGEMENT II, L.P.

By: Avenue Capital Management II GenPar, LLC, its  
general partner

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member

AVENUE CAPITAL MANAGEMENT II GENPAR,  
LLC

By: /s/ Eric Ross as attorney-in-fact

Name: Marc Lasry

Title: Managing Member



MARC LASRY

/s/ Eric Ross as attorney-in-fact

## AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to the Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of December 22, 2013, by and among YRC Worldwide Inc. (the "Company") and each entity or account listed on Annex I thereto (each a "Buyer," and solely for ease of reference, collectively, the "Buyers") is made by and among the Company and the Buyers listed on Annex I hereto as of this 27th day of January, 2014 (this "Amendment"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Amendments.** The Stock Purchase Agreement is hereby modified and amended as set forth below:

Section 3(II) of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"(II) Extension Agreement. A correct and complete copy of the Extension Agreement (as defined in this Amendment) has been provided to the Buyers and, as of the Closing Date, such Extension Agreement has not been amended in any manner affecting any of the conditions to the effectiveness thereof."

Section 6(b) of the Stock Purchase Agreement is amended to read in its entirety as follows:

"(i) the condition set forth in paragraph (a) of Section 12 of the Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies, as approved for presentation to the "two-man committee" by the Teamsters National Freight Industry Negotiating Committee of the International Brotherhood of Teamsters (the "TNFINC") on January 17, 2014, by and among YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc. and USF Reddaway and the TNFINC (the "Extension Agreement") (relating to the requirement to obtain the affirmative vote of 50% plus one of the bargaining unit employees in favor of the adoption of the Extension Agreement) shall have been satisfied, (ii) the TNFINC shall have notified the Company in writing that it is satisfied with the final terms and conditions of the provisions of the transactions contemplated in paragraphs (b) and (c) of Section 12 of the Extension Agreement and the efforts with respect to paragraph (c) of Section 12 of the Extension Agreement and (iii) there is not in effect any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction by any court or governmental, regulatory or administrative agency or instrumentality preventing or seeking to prevent the effectiveness of the Extension Agreement."

2. **No Other Amendments, etc.** Except as provided in this Amendment, the Stock Purchase Agreement shall remain unmodified and in full force and effect, and the execution of this Amendment is not a waiver by the Company or the Buyers of any of the terms or provisions of the Stock Purchase Agreement and each party reserves any and all other rights and remedies available to it under the Stock Purchase Agreement. All reference in and to the Stock Purchase Agreement (including any annexes, exhibits or schedules thereto) shall be deemed to be references to the Stock Purchase Agreement as amended by this Amendment.

3. **Governing Law; Jurisdiction; Jury Trial.** All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AMENDMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

4. **Counterparts.** This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

5. **Headings.** The headings of this Amendment are for convenience of reference and shall not form part of, or affect the interpretation of, this Amendment.

6. **Severability.** If any provision of this Amendment is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Amendment so long as this Amendment as so modified continues to express, without material

change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

7. **No Strict Construction.** The language used in this Amendment will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

**IN WITNESS WHEREOF**, the Company and each Buyer has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

**COMPANY:**

**YRC WORLDWIDE INC.**

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

Name:

Title:

**IN WITNESS WHEREOF**, the Company and each Buyer has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

**Avenue Capital Management II, L.P.**,  
Solely in its capacity as Investment Advisor

By: Avenue Capital Management II, GenPar, LLC,  
its General Partner

Signed: \_\_\_\_\_  
By:  
Title:

**Avenue International Master, L.P.**

By: Avenue International Master GenPar, Ltd., its  
General Partner

\_\_\_\_\_  
Name:  
Title:

**Avenue Investments, L.P.**

By: Avenue Partners, LLC, its General Partner

\_\_\_\_\_  
Name:  
Title:

**Avenue Special Situations Fund VI (Master),  
L.P.**

By: Avenue Capital Partners VI, LLC, General  
Partner  
By: GL Partners VI, LLC, its Managing Member

\_\_\_\_\_  
Name:  
Title:

**Avenue Special Opportunities Fund I, L.P.**

By: Avenue SO Capital Partners I, LLC, General  
Partner  
By: GL SO Partners I, LLC, its Managing Member

\_\_\_\_\_  
Name:  
Title:

**MANAGED ACCOUNTS MASTER FUND  
SERVICES - MAP10**, a Sub Trust of Managed  
Accounts Master Fund Services

By: Avenue Capital Management II, L.P., its  
Investment Manager  
By: Avenue Capital Management II GenPar, LLC,  
its General Partner

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

Name:  
Title: