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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 5)**

YRC Worldwide Inc.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

984249607
(CUSIP Number)

Christopher Pucillo
Solus Alternative Asset Management LP
410 Park Avenue, 11th Floor
New York, NY 10022

(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, 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 of this statement 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 the disclosures provided in a prior cover page.

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

(1)	NAMES OF REPORTING PERSONS Solus Alternative Asset Management LP	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS WC	
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER N/A
	(8)	SHARED VOTING POWER 800,715 ¹
	(9)	SOLE DISPOSITIVE POWER N/A
	(10)	SHARED DISPOSITIVE POWER 800,715 ²
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 800,715 ³	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.82%	
(14)	TYPE OF REPORTING PERSON IA	

¹ Represents 800,715 shares of Common Stock (as defined in Item 1) issuable upon exercise of Series B Notes (as defined in Item 3).

² See Footnote 1.

³ See Footnote 1.

(1)	NAMES OF REPORTING PERSONS Solus GP LLC	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS WC	
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER N/A
	(8)	SHARED VOTING POWER 800,7154
	(9)	SOLE DISPOSITIVE POWER N/A
	(10)	SHARED DISPOSITIVE POWER 800,7155
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 800,7156	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.82%	
(14)	TYPE OF REPORTING PERSON OO	

4 Represents 800,715 shares of Common Stock issuable upon exercise of Series B Notes.

5 See Footnote 4.

6 See Footnote 4.

(1)	NAMES OF REPORTING PERSONS Christopher Pucillo	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS WC	
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER N/A
	(8)	SHARED VOTING POWER 800,7157
	(9)	SOLE DISPOSITIVE POWER N/A
	(10)	SHARED DISPOSITIVE POWER 800,7158
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 800,7159	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.82%	
(14)	TYPE OF REPORTING PERSON IN	

7 Represents 800,715 shares of Common Stock issuable upon exercise of Series B Notes.

8 See Footnote 7.

9 See Footnote 7.

This Amendment No. 5 (this "Amendment") reflects changes to the information in the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on November 29, 2013 by Solus Alternative Asset Management LP, a Delaware limited partnership ("Solus"), Solus GP LLC, a Delaware limited liability company, which serves as the general partner to Solus ("Solus GP"), and Christopher Pucillo, a United States citizen, who serves as managing member of Solus GP ("Pucillo", and together with Solus and Solus GP, the "Reporting Persons"), relating to the shares of common stock, par value \$0.01 per share (the "Common Stock"), of YRC Worldwide, Inc., a Delaware corporation (the "Issuer"), as amended by Amendment No. 1, filed by the Reporting Persons with the SEC on December 11, 2013, by Amendment No. 2, filed by the Reporting Persons with the SEC on December 13, 2013, by Amendment No. 3, filed by the Reporting Persons with the SEC on December 24, 2014, and by Amendment No. 4, filed by the Reporting Persons with the SEC on January 23, 2014 (as so amended, the "Schedule 13D"). Except as otherwise indicated, capitalized terms used and not defined in this Amendment shall have the meaning assigned to such term in the Schedule 13D. Except as otherwise provided herein, each item of the Schedule 13D remains unchanged.

Item 3. Source and Amount of Funds or Other Consideration

The first sentence of Paragraph 3 of Item 3 of the Schedule 13D is hereby amended and restated to read as follows:

The Reporting Persons acquired \$29,589,922 principal amount of the Issuer's 10% Series A Convertible Senior Secured Notes (the "Series A Notes") through open market purchases for an aggregate consideration of approximately \$27,193,597.92.

Item 5. Interest in Securities of the Issuer

Paragraph 7 of Item 5 of the Schedule 13D is hereby amended and restated as follows:

(c) There have been no transactions by the Reporting Persons with respect to the shares of Common Stock during the sixty days prior to the date of filing of this Schedule 13D except: (i) as set forth in Items 3 and 4 of this Schedule 13D; (ii) as set forth in the second amended and restated Exhibit 1 to Amendment No. 2 to the Schedule 13D filed by the Reporting Persons with the SEC on December 13, 2013; (iii) for the following dispositions of Common Stock by the Reporting Persons in the open market: (A) 68,000 shares of Common Stock on January 10, 2014 at a price of \$12.62 per share, (B) 40,000 shares of Common Stock on January 21, 2014 at a price of \$17.92 per share, and (C) 81,608 shares of Common Stock on January 22, 2014 at a price of \$17.74 per share; and (iv) for the purchase of \$1,000,000 principal amount of Series A Notes on January 27, 2014 for aggregate consideration of \$1,010,000.

Item 6: Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following:

Amendments to the Stock Purchase Agreement and Exchange Agreement

On January 27, 2014, the Reporting Persons and certain affiliated funds (the "Buyers") and the Issuer entered into Amendment No. 1 to the Stock Purchase Agreement (the "SPA Amendment

No. 1”) and Amendment No. 1 to the Exchange Agreement (the “Exchange Agreement Amendment No. 1”). The SPA Amendment No. 1 and the Exchange Agreement Amendment No. 1 amended the Stock Purchase Agreement and the Exchange Agreement, respectively, to change the definition of the IBT Agreement to a new extension 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 last two paragraphs of Item 6 of the Schedule 13D are hereby amended and restated as follows:

The descriptions of the Joint Filing Agreement, Series A Notes Registration Rights Agreement, Series B Notes Registration Rights Agreement, Stock Purchase Agreement, Exchange Agreement, Registration Rights Agreement, Confidentiality Agreement, SPA Amendment No. 1 and Exchange Agreement Amendment No. 1 are summaries only and are qualified in their entireties by the actual terms of each of such agreements, copies of which are filed as Exhibits to this Amendment (with the exception of the Confidentiality Agreement) and are incorporated herein by reference.

Except for the Joint Filing Agreement, Series A Notes Registration Rights Agreement, Series B Notes Registration Rights Agreement, Stock Purchase Agreement, Exchange Agreement, Registration Rights Agreement, Confidentiality Agreement, SPA Amendment No. 1 and Exchange Agreement Amendment No. 1, the Reporting Persons have not entered into any contracts, arrangements, understandings or relationships with respect to securities of the Issuer.

Item 7. Material to be Filed as an Exhibit

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following:

Exhibit 8: Amendment No. 1 to Stock Purchase Agreement (filed herewith)

Exhibit 9: Amendment No. 1 to Exchange Agreement (filed herewith)

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 28, 2014

By: /s/ Christopher Pucillo
Christopher Pucillo
individually and as managing member of
Solus GP LLC,
for itself and as the general partner of
Solus Alternative Asset Management LP

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 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. Except as provided above, the Stock Purchase Agreement shall remain 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.

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.

BUYER:

[_____]

By: _____

Name:

Title:

AMENDMENT NO. 1 TO EXCHANGE AGREEMENT

THIS AMENDMENT NO. 1 to the Exchange Agreement (the "Exchange Agreement"), dated as of December 22, 2013, by and among YRC Worldwide Inc. (the "Company") and each entity or account listed on Appendix A thereto (a "Holder" and, solely for ease of reference, collectively, the "Holders") is made by and among the Company and the Holders listed on Appendix A 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 Exchange 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 Exchange Agreement is hereby modified and amended as set forth below:

Section 6(b) of the Exchange 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. Except as provided above, the Exchange Agreement shall remain in full force and effect, and the execution of this Amendment is not a waiver by the Company or the Holders of any of the terms or provisions of the Exchange Agreement.

3. Governing Law; Jury Trial. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. 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 one 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 signature provided through facsimile, e-mail or other electronic transmission (including any signature contained in a .PDF or .TIF file) 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.

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 shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Amendment in that jurisdiction or the validity or enforceability of any provision of this Amendment in any other jurisdiction.

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 Holder 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 Holder has caused its respective signature page to this Amendment to be duly executed as of the date first written above.

HOLDER:

[_____]

By: _____

Name:

Title: