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**FORM 10-Q**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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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 June 30, 2002**

**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: 0-19582**

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**OLD DOMINION FREIGHT LINE, INC.**

(Exact name of registrant as specified in its charter)

**VIRGINIA**  
(State or other jurisdiction of  
incorporation or organization)

**56-0751714**  
(I.R.S. Employer  
Identification No.)

**500 Old Dominion Way**  
**Thomasville, NC 27360**  
(Address of principal executive offices)

**Telephone Number (336) 889-5000**

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

As of August 9, 2002, there were 8,317,940 shares of the registrant's Common Stock (\$.10 par value) outstanding.

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**PART I. FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**OLD DOMINION FREIGHT LINE, INC.  
CONSOLIDATED STATEMENTS OF OPERATIONS**

	Three Months Ended		Six Months Ended	
	June 30, 2002 (Unaudited)	June 30, 2001 (Unaudited)	June 30, 2002 (Unaudited)	June 30, 2001 (Unaudited)
<i>(In thousands, except share and per share data)</i>				
Revenue from operations	\$ 139,669	\$ 128,605	\$ 266,816	\$ 248,875
Operating expenses:				
Salaries, wages and benefits	83,830	77,917	162,591	152,024
Purchased transportation	4,504	4,959	8,840	9,561
Operating supplies and expenses	13,694	13,560	25,559	26,262
Depreciation and amortization	7,741	7,521	15,195	14,809
Building and office equipment rents	1,904	1,847	3,719	3,815
Operating taxes and licenses	5,709	5,204	11,154	10,437
Insurance and claims	4,257	3,435	8,218	6,306
Communications and utilities	2,708	2,308	5,110	4,877
General supplies and expenses	5,256	4,602	10,013	8,759
Miscellaneous expenses, net	1,388	1,215	2,659	2,783
Total operating expenses	<u>130,991</u>	<u>122,568</u>	<u>253,058</u>	<u>239,633</u>
Operating income	8,678	6,037	13,758	9,242
Other deductions:				
Interest expense, net	1,459	1,532	2,780	3,026
Other expense (income), net	70	(572)	153	(502)
Total other deductions	<u>1,529</u>	<u>960</u>	<u>2,933</u>	<u>2,524</u>
Income before income taxes	7,149	5,077	10,825	6,718
Provision for income taxes	2,788	1,980	4,222	2,620
Net income	<u>\$ 4,361</u>	<u>\$ 3,097</u>	<u>\$ 6,603</u>	<u>\$ 4,098</u>
Basic and diluted earnings per share:	\$ 0.52	\$ 0.37	\$ 0.79	\$ 0.49
Weighted average shares outstanding:				
Basic	8,316,674	8,312,840	8,314,904	8,312,840
Diluted	8,321,377	8,313,491	8,319,602	8,313,166

The accompanying notes are an integral part of these financial statements.

**OLD DOMINION FREIGHT LINE, INC.**  
**CONSOLIDATED BALANCE SHEETS**

	<b>June 30, 2002</b>	<b>December 31, 2001</b>
(In thousands, except share data)	<b>(Unaudited)</b>	<b>(Audited)</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,075	\$ 761
Customer receivables, less allowances of \$6,671 and \$6,816, respectively	63,676	51,061
Other receivables	684	1,097
Tires on equipment	7,853	7,346
Prepaid expenses	6,105	12,728
Deferred income taxes	873	873
<b>Total current assets</b>	<b>80,266</b>	<b>73,866</b>
Property and equipment:		
Revenue equipment	218,590	204,416
Land and structures	127,016	117,570
Other equipment	48,855	42,851
Leasehold improvements	4,732	4,679
<b>Total property and equipment</b>	<b>399,193</b>	<b>369,516</b>
Less accumulated depreciation and amortization	(163,490)	(151,333)
<b>Net property and equipment</b>	<b>235,703</b>	<b>218,183</b>
Other assets	18,997	18,791
<b>Total assets</b>	<b>\$ 334,966</b>	<b>\$ 310,840</b>

The accompanying notes are an integral part of these financial statements.

**OLD DOMINION FREIGHT LINE, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**(CONTINUED)**

(In thousands, except share data)	June 30, 2002 (Unaudited)	December 31, 2001 (Audited)
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 22,973	\$ 13,799
Compensation and benefits	14,250	9,942
Claims and insurance accruals	17,694	14,958
Other accrued liabilities	3,141	3,034
Income taxes payable	222	425
Current maturities of long-term debt	17,195	8,408
	<u>75,475</u>	<u>50,566</u>
Long-term liabilities:		
Long-term debt	81,328	90,014
Other non-current liabilities	14,100	12,840
Deferred income taxes	20,781	20,781
	<u>116,209</u>	<u>123,635</u>
Stockholders' equity:		
Common stock—\$.10 par value, 25,000,000 shares authorized, 8,316,740 outstanding	832	831
Capital in excess of par value	23,946	23,907
Retained earnings	118,504	111,901
	<u>143,282</u>	<u>136,639</u>
Commitments and contingencies	—	—
	<u>—</u>	<u>—</u>
Total liabilities and stockholders' equity	<u>\$ 334,966</u>	<u>\$ 310,840</u>

The accompanying notes are an integral part of these financial statements.

**OLD DOMINION FREIGHT LINE, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(In thousands)	Six Months Ended June 30,	
	2002 (Unaudited)	2001 (Unaudited)
Cash flows from operating activities:		
Net income	\$ 6,603	\$ 4,098
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	15,195	14,809
Loss on sale of property and equipment	171	120
Changes in assets and liabilities:		
Customer and other receivables, net	(12,202)	(4,922)
Tires on equipment	(507)	(72)
Prepaid expenses and other assets	6,413	5,681
Accounts payable	9,174	(6,843)
Compensation, benefits and other accrued liabilities	4,415	3,816
Claims and insurance accruals	3,844	67
Income taxes payable	(203)	739
Other liabilities	152	82
Net cash provided by operating activities	33,055	17,575
Cash flows from investing activities:		
Acquisition of business assets, net	—	(9,385)
Purchase of property and equipment	(33,261)	(13,505)
Proceeds from sale of property and equipment	379	227
Net cash used in investing activities	(32,882)	(22,663)
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	—	52,563
Principal payments under long-term debt agreements	(4,927)	(7,389)
Net proceeds (payments) on revolving line of credit	5,028	(37,775)
Proceeds from conversion of stock options	40	—
Net cash provided by financing activities	141	7,399
Increase in cash and cash equivalents	314	2,311
Cash and cash equivalents at beginning of period	761	585
Cash and cash equivalents at end of period	\$ 1,075	\$ 2,896

The accompanying notes are an integral part of these financial statements.

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OLD DOMINION FREIGHT LINE, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**BASIS OF PRESENTATION**

The accompanying unaudited consolidated interim financial statements reflect, in the opinion of management, all adjustments (consisting of normal recurring items) necessary for a fair presentation, in all material respects, of the financial position and results of operations for the periods presented. The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions. Such estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The results of operations for the interim periods are not necessarily indicative of the results for the entire year.

There have been no significant changes in the accounting policies of the Company, or significant changes in the Company's commitments and contingencies as previously described in the 2001 Annual Report to Stockholders and related annual report to the Securities and Exchange Commission on Form 10-K.

**RECENT ACCOUNTING PRONOUNCEMENTS**

In July 2001, the Financial Accounting Standards Board issued Statements of Financial Accounting Standards No. 141, *Business Combinations* ("SFAS No. 141"), and No. 142, *Goodwill and Other Intangible Assets* ("SFAS No. 142"). SFAS No. 141 requires that the purchase method of accounting be used for all business combinations subsequent to June 30, 2001 and specifies criteria for recognizing intangible assets acquired in a business combination. SFAS No. 142 requires that goodwill and intangible assets with indefinite useful lives no longer be amortized, but instead be tested for impairment at least annually. Intangible assets with definite useful lives will continue to be amortized over their respective estimated useful lives.

The Company adopted SFAS No. 142 effective January 1, 2002, the measurement date, and has completed the required analysis of the fair value of its single reporting unit compared to the carrying value as of that date. Based upon that analysis, the Company concluded that there was no impairment of the \$10,663,000 of intangible assets included in "Other Assets" on the measurement date. The Company plans to complete a similar analysis in the fourth quarter of 2002. As a result of the adoption, quarterly amortization expense of \$184,000 was not recognized in the first or second quarters of 2002.

In October 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* ("SFAS No. 144"). This Statement establishes a single accounting model for the impairment or disposal of long-lived assets. As required by SFAS No. 144, the Company adopted this new accounting standard on January 1, 2002. The Company has no indicators of impairment on its long-lived assets and therefore believes the adoption of SFAS No. 144 will not have any material effect on its financial statements.

In July 2002, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard No. 146, *Obligations Associated with Disposal Activities* ("SFAS 146"), which is effective for disposal activities initiated after December 31, 2002. SFAS 146 requires that a liability for a disposal obligation should be recognized and measured at its fair value when it is incurred. The Company has not determined what the effect of SFAS 146 will be on earnings and financial position of the Company.

**RELATED PARTY TRANSACTIONS**

On June 19, 2002, the Company entered into a real estate purchase contract to purchase a service center facility located in Greensboro, N.C. for \$6,000,000 from an irrevocable trust created for the benefit of the families of Earl E. Congdon and John R. Congdon, the Chairman and Vice Chairman of the Board of Directors, respectively. The property is currently leased to the Company on a month-to-month basis for \$31,705, which will cease upon the closing of this contract in the third quarter of 2002.

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**OLD DOMINION FREIGHT LINE, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**EARNINGS PER SHARE**

Net income per share of common stock is based on the weighted average number of shares outstanding during each period.

**SUBSEQUENT EVENTS**

None

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

Results of Operations for the Three Months and Six Months Ended June 30, 2002, Compared to the Three Months and Six Months Ended June 30, 2001

**Expenses as a Percentage of Revenue from Operations**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2002	2001	2002	2001
Revenue from operations	100.0%	100.0%	100.0%	100.0%
Operating expenses:				
Salaries, wages and benefits	60.0	60.6	60.9	61.1
Purchased transportation	3.2	3.9	3.3	3.8
Operating supplies and expenses	9.8	10.5	9.6	10.6
Depreciation and amortization	5.5	5.8	5.7	6.0
Building and office equipment rents	1.4	1.4	1.4	1.5
Operating taxes and licenses	4.1	4.0	4.2	4.2
Insurance and claims	3.0	2.7	3.1	2.5
Communications and utilities	2.0	1.8	1.9	2.0
General supplies and expenses	3.8	3.6	3.7	3.5
Miscellaneous expenses	1.0	1.0	1.0	1.1
Total operating expenses	93.8	95.3	94.8	96.3
Operating income	6.2	4.7	5.2	3.7
Interest expense, net	1.0	1.2	1.0	1.2
Other expense, net	.1	(.4)	.1	(.2)
Income before income taxes	5.1	3.9	4.1	2.7
Provision for income taxes	2.0	1.5	1.6	1.1
Net income	3.1%	2.4%	2.5%	1.6%



## Results of Operations

During the second quarter and throughout the first half of 2002, the Company continued to achieve revenue growth, improve operating efficiencies and increase profitability, even while the U.S. economy remained sluggish. Revenue for the second quarter of 2002 was \$139,669,000 compared to \$128,605,000 for the prior-year quarter, an increase of 8.6%. For the first half of 2002, revenue grew 7.2% to \$266,816,000, compared to \$248,875,000 for the same period in 2001.

Operating expenses for the second quarter 2002 were 93.8% of revenue compared to 95.3% for the second quarter 2002 and were 94.8% for the first half of 2002 compared to 96.3% for the same period in 2001. The combination of revenue growth and improved operating efficiency produced net income for the second quarter of \$4,361,000 compared to \$3,097,000 for the second quarter of 2001, an increase of 40.8%. For the first half of 2002, net income increased by 61.1% to \$6,603,000 compared to \$4,098,000 in 2001.

### *Revenue*

Old Dominion's revenue growth strategy for 2002 is to increase market share in existing areas of operation by offering improved service products, faster transit times and expanded coverage. Consistent with these objectives, the Company announced full state coverage for the state of New Hampshire in June 2002, bringing the number of states in which it provides 100% coverage to 24. While expansion plans are closely tied to the strength of the national economy, the Company seeks to produce long-term profitable growth by positioning itself to expand significantly in stronger economic times and avoiding the risk of overextending itself in weaker economic cycles.

Revenue growth in the second quarter 2002 was primarily due to a 7.6% increase in the number of shipments handled, combined with a 1.0% increase in revenue per shipment when compared to the prior year quarter. For the first six months of 2002, shipments increased 7.7% and revenue per shipment decreased .4%. For the first half of the year, weight per shipment was down slightly by 1.1% but showed improvement during the last two months of the second quarter.

Revenue per hundredweight increased by .9% for the quarter and .7% for the year over comparable periods due more to a 4.5% increase in the Company's length of haul for the year than to its ability to raise rates or maintain the general price increase that was implemented in August 2001. The average length of haul for the quarter and the first six months of 2002 was 903 miles compared with 866 miles and 864 miles for the second quarter of 2001 and first half of 2001, respectively.

The Company also benefited from a full six months of revenue in 2002 generated by its service center expansion on February 10, 2001, resulting from the acquisition of certain assets and markets of Carter & Sons Freightways, Inc. of Carrollton, Texas, which operated a regional less-than-truckload network of 23 service centers, primarily in Texas and surrounding states. The Company anticipates that these markets will continue to mature and be a source of growth in 2002 when compared with the previous-year periods. While the Company is on track to meet its targeted revenue growth for 2002 of between 7% and 9%, the length and severity of the economic slowdown experienced in 2001 and early 2002 will certainly influence the achievement of that growth objective.

### *Operating Costs*

Tonnage increases of 7.6% and 6.4% for the second quarter and first half of 2002, respectively, enabled the Company to obtain certain economies of scale and efficiency, which led to the reduction in operating costs. The Company's operating ratio, a measure of profitability calculated by dividing operating expenses by revenue, was 93.8% for the second quarter compared to 95.3% for the prior-year period. For the first half of the year, the operating ratio was 94.8% compared to 96.3%.

Wages directly related to freight movement decreased to 32.5% of revenue from 32.9% for the second quarter 2001, and during this same period, the Company reduced its usage of purchased transportation to 3.2% of revenue from 3.9%. Cartage expense, the most significant element of purchased transportation, decreased to 1.5% of revenue in the second quarter from 2.1%. For the first six months of

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2002, wages directly related to freight movement was 32.8% compared to 33.2% in the prior-year period and purchased transportation was 3.3% compared to 3.8%.

The Carter & Sons acquisition and the subsequent opening of 13 new service centers in the Company's South Central Area contributed to the significant reduction in cartage expense for the second quarter and first six months of 2002. As freight density and market share builds in outlying and remote areas, the Company will continue to replace cartage agents with direct service utilizing its own employees and equipment.

Fuel costs, including fuel taxes, decreased to 7.2% of revenue in the second quarter 2002 from 8.2% for the prior-year quarter. For the first six months of 2002, fuel costs decreased to 7.0% from 8.4% for the same period of 2001. The Company's general tariffs and contracts generally include provisions for a fuel surcharge, recorded in net revenue, which have effectively offset significant diesel fuel price fluctuations. These surcharges decrease or are eliminated as fuel prices approach certain floor levels. The Company incurred a \$.036 per gallon increase in net fuel costs, after deducting the applicable fuel surcharges, when comparing the second quarter 2002 with the second quarter 2001, as fuel surcharges decreased faster than the cost of fuel.

The adoption of SFAS No. 142 on January 1, 2002 resulted in a decrease in amortization expenses of \$184,000 per quarter. In the addition to the impact of the SFAS No. 142 adoption, the Company also increased its asset utilization as more tonnage moved through its network. As a result, depreciation and amortization dropped to 5.5% of revenue in the second quarter from 5.8% and to 5.7% for the first six months of 2002 from 6.0% for the prior-year period.

Insurance and claims expense increased to 3.0% in the second quarter from 2.7% for the second quarter 2001. On April 1, 2002, the Company renewed many of its major insurance policies at significantly higher renewal rates, even after substantially increasing its self-insured retention levels. These higher rates are due to overall increases in insurance markets, which affect the entire transportation industry, rather than the Company's specific loss experience. For the first half of 2002, insurance and claims expense was 3.1% of revenue compared to 2.5% for the prior-year comparable period. The Company expects insurance and claims expense to remain at higher levels for the remainder of the year.

Long-term debt including current maturities was \$98,523,000 at June 30, 2002 compared to \$90,941,000 on June 30, 2001, an increase of 8.3%. Interest expense, however, decreased to \$1,459,000 in the second quarter 2002 from \$1,532,000 for the prior-year comparable quarter. For the first six months, interest expense decreased to \$2,780,000 compared to \$3,026,000 for the same period in 2001. Lower interest expense, even with higher debt levels in 2002, was achieved through a decrease in the weighted average interest rate on outstanding debt in the current year.

The effective tax rate for both 2002 and 2001 was 39.0%.

#### **Liquidity and Capital Resources**

Expansion in both the size and number of service center facilities, the planned tractor and trailer replacement cycle and revenue growth have required continued investment in property and equipment. In order to support these requirements, the Company incurred net capital expenditures of \$32,882,000 during the first half of 2002, which were funded through internally generated cash flows. At June 30, 2002, long-term debt including current maturities increased slightly to \$98,523,000 from \$98,422,000 at December 31, 2001.

The Company estimates net capital expenditures to be approximately \$58,000,000 to \$60,000,000 for the year ending December 31, 2002. Of that, approximately \$32,000,000 is allocated for the purchase of revenue equipment, \$19,000,000 is allocated for the purchase or construction of larger replacement service centers or expansion of existing service centers and the balance is allocated for investments in technology and other assets. The Company plans to fund these expenditures primarily through cash flows from operations supplemented by additional borrowings.

On May 31, 2000, the Company entered into an uncollateralized committed credit facility with First Union National Bank, which, as amended, consists of a \$20,000,000 line of credit and a \$20,000,000 line to support standby letters of credit. This facility has a term of three years that expires on May 31, 2003. Interest on the line of credit is charged at rates that vary based upon a certain financial performance ratio. The applicable interest rate for the first half of 2002 under this agreement was based upon LIBOR plus .70% to .85%. A fee ranging from .20% to .25% was charged on the unused portion of the line of credit, and fees ranging between .70% to .75% were charged on outstanding standby letters of credit. Standby letters of credit are primarily issued as collateral for self-insured retention reserves for bodily injury, property damage and workers' compensation claims. At June 30, 2002, there were \$17,288,000 outstanding on the line of credit and \$14,035,000 outstanding on the standby letter of credit facility. Approximately \$9,907,000 of the amount outstanding on the line of credit was reclassified to long-term debt in accordance with SFAS No. 6, as this debt was specifically replaced after the end of the second quarter 2002 with debt that has a term of more than one year.

On July 10, 2002, the Company entered into a \$16,000,000 Loan Agreement with First Union Commercial Corporation. Under this agreement, the Company may enter into one or more promissory notes not to exceed the maximum aggregate amount of the loan. The applicable interest rate and payment schedules for any notes will be determined at the time of issuance. This agreement's provisions for issuance of promissory notes expires when the maximum amount has been borrowed or December 31, 2002, whichever occurs first. On July 19, 2002 the Company executed a \$14,165,000 promissory note under this agreement carrying an interest rate of 4.39% and a maturity date of July 1, 2006.

The Company has five individual senior note agreements outstanding that total \$79,929,000. These notes call for periodic principal and interest payments with maturities ranging from 2002 through 2008, of which \$9,107,000 is due within the next 12 months. Interest rates on these notes are fixed and range from 6.35% to 7.59%. Under the terms of one of these notes, the Company may authorize the issuance and sale of amounts not to exceed \$15,000,000 in additional senior notes. The applicable interest rate and payment schedules for any new notes will be determined and mutually agreed upon at the time of issuance.

With the exception of the line of credit, interest rates are fixed on all of the Company's debt instruments. Therefore, short-term exposure to fluctuations in interest rates is limited to the outstanding balance of its line of credit facility, which was \$17,288,000 at June 30, 2002. The Company does not currently use interest rate derivative instruments to manage exposure to interest rate changes. Also, the Company does not use fuel hedging instruments, as its tariff provisions generally allow for fuel surcharges to be implemented in the event that fuel prices exceed stipulated levels.

A significant decrease in demand for the Company's services could limit its ability to generate cash flow and effect profitability. Most of the Company's debt agreements have covenants that require stated levels of financial performance, which if not achieved could cause acceleration of the payment schedules. The Company does not anticipate a dramatic decline in business levels or financial performance and believes the combination of its existing credit facilities along with its additional borrowing capacity are sufficient to meet seasonal and long-term needs.

The following table summarizes the Company's significant contractual obligations and commercial commitments as of June 30, 2002:

Contractual Obligations (1)	Payments Due by Period (in Thousands)				
	Total	Less than 1 year	1-3 years	4-5 years	After 5 years
Long-Term Debt	97,279	16,550	34,551	29,678	16,500
Capital Lease Obligations	1,244	645	599	—	—
Operating Leases	19,652	8,906	8,220	2,150	376

**Amount of Commitment Expiration Per Period**  
(In Thousands)

Contractual Obligations (2)	Total Amounts Committed	Less than 1 year	1-3 years	4-5 years	After 5 years
Standby Letters of Credit	14,035	14,035	—	—	—

- (1) Contractual obligations include long-term debt consisting primarily of senior notes totaling \$79,929,000 and an outstanding line of credit of \$17,288,000; capital lease obligations for revenue and computer equipment; and off-balance sheet operating leases primarily consisting of real estate leases.
- (2) Other commercial commitments consist of standby letters of credit used as collateral for self-insured retention of insurance claims.

***Critical Accounting Policies***

In preparing the consolidated financial statements, the Company applies the following critical accounting policies that affect judgments and estimates of amounts recorded in certain assets, liabilities, revenue and expenses:

**Revenue and Expense Recognition**—Operating revenue is recognized on a percentage of completion method based on average transit time. Expenses associated with operating revenue are recognized when incurred.

**Allowance for Uncollectible Accounts**—The Company maintains an allowance for uncollectible accounts for estimated losses resulting from the inability of its customers to make required payments. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required.

**Claims and Insurance Accruals** – Claims and insurance accruals reflect the estimated ultimate total cost of claims, including amounts for claims incurred but not reported, for cargo loss and damage, bodily injury and property damage, workers' compensation, long-term disability and group health not covered by insurance. These costs are charged to insurance and claims expense except for workers' compensation, long-term disability and group health, which are charged to employee benefits expense.

From April 1, 2001 through March 31, 2002, the Company was self-insured for bodily injury and property damage claims up to \$250,000 per occurrence. Cargo claims were self-insured up to \$100,000; however, after the first two losses exceeded \$100,000 in the policy year, the retention under the Company's excess insurance policy was reduced to \$50,000 per occurrence. The Company also was self-insured for workers' compensation in certain states and had first dollar or high deductible plans in the remaining states.

Due to recent loss experience incurred by the insurance industry, rates offered by insurers for many types of coverage have dramatically increased over the prior year renewal rates. As a result, the Company determined that additional risk in the form of higher retention levels was warranted and, effective April 1, 2002, self-insured retention for bodily injury and property damage increased to \$1,750,000 per claim while the self-insured retention for cargo claims increased to \$100,000 per claim. These increases in retention levels had no impact on the financial results of the Company in the first quarter 2002 but are projected to increase the Company's overall insurance costs in 2002 by approximately \$2,400,000. This estimate is based upon increased premiums for insurance coverage and projected losses under the new retention levels, which could vary dramatically.

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### ***Inflation***

Most of the Company's expenses are affected by inflation, which generally results in increased operating costs. In response to fluctuations in the cost of petroleum products, particularly diesel fuel, the Company has implemented a fuel surcharge in its tariffs and contractual agreements. The fuel surcharge is designed to offset the cost of fuel above a base price and increases as fuel prices escalate over the base. For the second quarter and the first half of 2002, the net effect of inflation on the Company's results of operations was minimal.

### ***Seasonality***

The Company's tonnage levels and revenue mix are subject to seasonal trends common in the motor carrier industry. Financial results in the first and fourth quarters are normally lower due to reduced shipments during the winter months. Harsh winter weather can also adversely impact the Company's performance by reducing demand and increasing operating expenses. The second and third quarters reflect increased demand for services during the spring and summer months, which generally result in improved operating margins.

### ***Environmental***

The Company is subject to federal, state and local environmental laws and regulations, particularly relative to underground storage tanks. The Company believes it is in compliance with applicable environmental laws and regulations, including those relating to underground storage tanks, and does not believe that the cost of future compliance will have a material adverse effect on the Company's operations or financial condition.

### ***Forward-Looking Information***

Forward-looking statements in this report, including, without limitation, statements relating to future events or the future financial performance of the Company, appear in the preceding Management's Discussion and Analysis of Financial Condition and Results of Operations and in other written and oral statements made by or on behalf of the Company, including, without limitation, statements relating to the Company's goals, strategies, expectations, competitive environment, regulation and availability of resources. Such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that such forward-looking statements involve risks and uncertainties that could cause actual events and results to be materially different from those expressed or implied herein, including, but not limited to, the following: (1) changes in the Company's goals, strategies and expectations, which are subject to change at any time at the discretion of the Company; (2) the Company's ability to maintain a nonunion, qualified work force; (3) the competitive environment with respect to industry capacity and pricing; (4) the availability and cost of fuel, additional revenue equipment and other significant resources; (5) the ability to impose and maintain fuel surcharges to offset increases in fuel prices; (6) the impact of regulatory bodies; (7) various economic factors such as insurance costs, liability claims, interest rate fluctuations, the availability of qualified drivers or owner-operators, fluctuations in the resale value of revenue equipment, increases in fuel or energy taxes, economic recessions and downturns in customers' business cycles and shipping requirements; (8) the Company's ability to raise capital or borrow funds on satisfactory terms, which could limit growth and require the Company to operate its revenue equipment for longer periods of time; (9) the Company's ability to purchase, build or lease facilities suitable for its operations; and (10) other risks and uncertainties indicated from time to time in the Company's filings with the Securities and Exchange Commission.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE OF MARKET RISK**

The information called for by this item is provided under the caption "Liquidity and Capital Resources" under Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations.

## PART II. OTHER INFORMATION

### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The Company held its 2002 Annual Meeting of Stockholders on May 20, 2002. The only item on the agenda was the election of directors for which votes were cast or withheld as follows:

<u>Nominee</u>	<u>For</u>	<u>Withheld</u>
Earl E. Congdon	7,130,677	108,021
John R. Congdon	7,130,677	108,021
David S. Congdon	7,178,227	60,471
John R. Congdon, Jr.	7,204,298	34,400
John A. Ebeling	7,204,698	34,000
Harold G. Hoak	7,204,698	34,000
Franz F. Holscher	7,204,298	34,400

### ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

a) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
4.6.8	Loan agreement between First Union Commercial Corporation and Old Dominion Freight Line, Inc. dated July 10, 2002.
4.7.4	Third Amendment and Agreement between Wachovia Bank, National Association (formerly known as First Union National Bank) and Old Dominion Freight Line, Inc., dated May 31, 2002.
10.16	Real Estate Purchase Contract between Robert A. Cox, Jr., as trustee for the Earl E. Congdon and John R. Congdon Irrevocable Trust, and Old Dominion Freight Line, Inc., dated June 19, 2002.
99.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

b) Reports on Form 8-K: No reports on Form 8-K were filed during the quarter ended June 30, 2002.

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**SIGNATURES**

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

**OLD DOMINION FREIGHT LINE, INC.**

DATE: AUGUST 9, 2002

By: /s/ J. WES FRYE

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**J. Wes Frye**  
*Senior Vice President – Finance*  
*(Principal Financial Officer)*

DATE: AUGUST 9, 2002

By: /s/ JOHN P. BOOKER III

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**John P. Booker III**  
*Vice President—Controller*  
*(Principal Accounting Officer)*

LOAN AGREEMENT

First Union Commercial Corporation  
301 South College Street  
Charlotte, North Carolina 28288-0738  
(Hereinafter referred to as the "Lender")

Old Dominion Freight Line, Inc.  
500 Old Dominion Way  
Thomasville, North Carolina 27360  
(Hereinafter referred to as the "Borrower")

This Loan Agreement ("Agreement") is entered into July 10, 2002, by and between Lender and Borrower.

This Agreement applies to the loan or loans (individually and collectively, the "Loan") evidenced by one or more promissory notes executed with this Agreement or executed hereafter and made subject to this Agreement, as modified from time to time (whether one or more, each a "Note") and all Loan Documents. All capitalized terms not otherwise defined herein shall have those meanings as defined in the Note.

Relying upon the covenants, agreements, representations and warranties contained in this Agreement, Lender is willing to extend credit to Borrower upon the terms and subject to the conditions set forth herein, and Lender and Borrower agree as follows:

1. **STANDBY TERM LOAN.** Lender shall loan Borrower, from time to time, a maximum aggregate amount not to exceed \$16,000,000.00 (the "Maximum Aggregate Amount") solely for the purchase of up to two hundred ninety (290) new Freightliner single cab and sleeper cab highway tractors for use by Borrower in the ordinary course of Borrower's business as described in the Note. Each loan (individually and collectively, the "Loan") shall be evidenced by a separate Note in a form substantially the same as the form note attached hereto as Schedule 1.

2. **NON-RESTORING FACILITY.** Lender's commitment to lend shall terminate when the Maximum Aggregate Amount has been loaned or on December 31, 2002, whichever occurs first.

3. **PAYMENT TERMS.** Each Note shall be payable in the number of consecutive monthly payments of principal plus accrued interest as set forth in such Note. Notwithstanding the foregoing, all principal and accrued interest for each Loan shall be due and payable on the date of the last monthly payment under such Loan. The provisions of each Note shall conclusively establish the payment terms applicable to the Loan represented thereby.

4. **INTEREST RATE.** Each Loan shall accrue interest on the unpaid principal balance at a rate as set forth in the Note.

5. **LIMITATION ON AMOUNT.** The principal amount of any Loan shall not exceed 100.00% of the actual purchase price paid to the seller of the equipment being purchased with the Loan proceeds (the "Equipment").

6. **REQUIRED COLLATERAL.** Each Note shall be secured by a perfected first lien security interest in the Equipment, and Borrower shall execute all documents required by Lender to create and perfect Lender's security interest including, without limitation, a security agreement in the form of Schedule 2 attached hereto (the "Security Agreement"), UCC-1 financing statements, and/or motor vehicle title documents, all in form and substance acceptable to Lender (collectively, the "Security Documentation").

7. **CONDITIONS PRECEDENT.** Prior to the advance of funds by Lender under any Note, the following conditions shall have been met, to Lender's satisfaction: Price. Borrower shall provide, at Lender's request, evidence of the actual purchase price of the Equipment. Security Documents. Borrower shall deliver, at Lender's request, the Security Documentation prior to execution of any Note or any Loan thereunder. Lien Searches. Lender shall have completed all lien searches and/or title verifications, filed all Security Documentation and received all



information Lender deems necessary to ensure Lender, in Lender's sole opinion, that Lender has a perfected first lien security interest in the Equipment. Compliance. Borrower shall not be in default under any Loan Document or with respect to any Obligation and shall be in compliance with all representations, warranties and covenants under the Note and the Security Agreement. Additional Documents. Lender shall receive such additional supporting documents as Lender or its counsel may reasonably request.

8. REPRESENTATIONS. Borrower represents that from the date of this Agreement and until final payment in full of the Obligations: Accurate Information. All information now and hereafter furnished to Lender is and will be true, correct and complete. Any such information relating to Borrower's financial condition will accurately reflect Borrower's financial condition as of the date(s) thereof (including all contingent liabilities of every type), and Borrower further represents that its financial condition has not changed materially or adversely since the date(s) of such documents. Authorization; Non-Contravention. The execution, delivery and performance by Borrower and any guarantor, as applicable, of this Agreement and other Loan Documents to which it is a party are within its power, have been duly authorized, including any applicable filings with any governmental agency or unit, and are the legal, binding, valid and enforceable obligations of Borrower and any guarantors; and do not (i) contravene, or constitute (with or without the giving of notice or lapse of time or both) a violation of any provision of applicable law, a violation of the organizational documents of Borrower or any guarantor, or a default under any agreement, judgment, injunction, order, decree or other instrument binding upon or affecting Borrower or any guarantor, (ii) result in the creation or imposition of any lien (other than the lien(s) created by the Loan Documents) on any of Borrower's or any guarantor's assets, or (iii) give cause for the acceleration of any obligations of Borrower or any guarantor to any other creditor. Asset Ownership. Borrower has good and marketable title to all of the properties and assets (including the Equipment) reflected on the balance sheets and financial statements supplied Lender by Borrower, and all such properties and assets (including the Equipment) are free and clear of mortgages, security deeds, pledges, liens, charges, and all other encumbrances, except as otherwise disclosed to Lender by Borrower in writing and approved by Lender ("Permitted Liens"). To Borrower's knowledge, no default has occurred under any Permitted Liens and no claims or interests adverse to Borrower's present rights in its properties and assets have arisen. Discharge of Liens and Taxes. Borrower has duly filed, paid and/or discharged all taxes or other claims which may become a lien on any of its property or assets, except to the extent that such items are being diligently contested in good faith and an adequate reserve for the payment thereof is being maintained by Borrower. Sufficiency of Capital. Borrower is not, and after consummation of this Agreement and after giving effect to all indebtedness incurred and liens created by Borrower in connection with the Note and any other Loan Documents, will not be, insolvent within the meaning of 11 U.S.C. ss. 101(32). Compliance with Laws. Borrower is in compliance in all respects with all federal, state and local laws, rules and regulations applicable to its properties, operations, business, and finances; all applicable federal, state and local laws and regulations intended to protect the environment; and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable. Organization and Authority. The Borrower is duly created, validly existing and in good standing under the laws of the state of its organization, and has all powers, governmental licenses, authorizations, consents and approvals required to operate its business as now conducted. The Borrower

is duly qualified, licensed and in good standing in each jurisdiction where qualification or licensing is required by the nature of its business or the character and location of its property, business or customers, and in which the failure to so qualify or be licensed, as the case may be, in the aggregate, could have a material adverse effect on the business, financial position, results of operations, properties or prospects of Borrower. No Litigation. There are no pending or threatened suits, claims or demands against Borrower that have not been disclosed to Lender by Borrower in writing, and approved in writing by Lender. Regulation U. None of the proceeds of the credit extended pursuant to this Agreement shall be used directly or indirectly for the purpose of purchasing or carrying any margin stock in violation of any of the provisions of Regulation U of the Board of Governors of the Federal Reserve System ("Regulation U"), or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry margin stock or for any other purchase which might render the Loan a "Purpose Credit" within the meaning of Regulation U.

9. AFFIRMATIVE COVENANTS. Borrower agrees that from the date hereof and until final payment in full of the Obligations, unless Lender shall otherwise consent in writing, Borrower will: Access to Books and Records. Allow Lender, or its agents, during normal business hours, access to the books, records and such other documents of Borrower as Lender shall reasonably require, and allow Lender to make copies thereof at Lender's expense. Business Continuity. Conduct its business in substantially the same manner and locations as such business is now and has previously been conducted. Certificate of Full Compliance From Accountant. Deliver to Lender, with the Financial Statements (as defined herein), a certification by Borrower's independent certified public accountant that Borrower is in full compliance with the Loan Documents. Compliance with Other Agreements. Comply with all terms and conditions contained in this Agreement, and any other Loan Documents, and swap agreements, if applicable, as defined in 11 U.S.C. ss. 101. Estoppel Certificate. Furnish, within fifteen (15) days after request by Lender, a written statement duly acknowledged of the amount due under the Loan and whether offsets or defenses exist against the Obligations. Insurance. Maintain adequate insurance coverage with respect to its properties and business against loss or damage of the kinds and in the amounts customarily insured against by companies of established reputation engaged in the same or similar businesses including, without limitation, commercial general liability insurance, workers compensation insurance, and business interruption insurance; all acquired in such amounts and from such companies as Lender may reasonably require. Maintain Properties. Maintain, preserve and keep its property, including without limitation the Equipment, in good repair, working order and condition, making all needed replacements, additions and improvements thereto, to the extent allowed by this Agreement. Notice of Default and Other Notices. (a) Notice of Default. Furnish to Lender immediately upon becoming aware of the existence of any condition or event which constitutes a Default or any event which, upon the giving of notice or lapse of time or both, may become a Default, written notice specifying the nature and period of existence thereof and the action which Borrower is taking or proposes to take with respect thereto. (b) Other Notices. Promptly notify Lender in writing of (i) any material adverse change in its financial condition or its business; (ii) any default under any material agreement, contract or other instrument to which it is a party or by which any of its properties are bound, or any acceleration of the maturity of any indebtedness owing by Borrower; (iii) any material adverse claim against or affecting Borrower or any part of its properties; (iv) the commencement of, and any material determination in, any litigation with any third party or any proceeding before any governmental agency or unit affecting Borrower; and (v) at least thirty (30) days prior thereto, any change in Borrower's name or address as shown above, and/or any change in Borrower's structure. Other Financial Information. Deliver promptly such other information regarding the operation, business affairs, and financial condition of Borrower which Lender may reasonably request. Payment of Debts. Pay and discharge when due, and before subject to penalty or further charge, and otherwise satisfy before maturity or delinquency, all obligations, debts, taxes, and liabilities of whatever nature or amount, except those which Borrower in good faith disputes.

10. NEGATIVE COVENANTS. Borrower agrees that from the date of this Agreement and until final payment in full of the Obligations, unless Lender shall otherwise consent in writing, Borrower will not: Purchase from Non-Ordinary Course Sellers. Purchase the Equipment from any seller that is not

a seller of such goods in the ordinary course of its business. Change in Fiscal Year. Change its fiscal year without the consent of Lender. Material Capital Structure or Business Alteration. Suffer or permit (i) the acquisition of all or a material portion ("material portion" meaning that the consideration received for such acquisition is greater than the value of twenty percent (20%) of Borrower's total assets, as measured by the most recent Financial Statements) of the Borrower's business or assets, unless Borrower shall have provided sixty (60) days prior written notice thereof to Lender and Lender shall have consented thereto in writing; or (ii) a merger, consolidation or other corporate reorganization, including without limitation the issuance of additional stock, debt or securities convertible into stock, which results in the termination of the Borrower's corporate existence or current business operations. Encumbrances. Create, assume, or permit to exist any mortgage, security deed, deed of trust, pledge, lien, charge or other encumbrance on the Equipment or any proceeds

therefrom, other than: (i) security interests required by the Loan Documents; (ii) liens for taxes being diligently contested in good faith; (iii) liens accruing by law for employee benefits; or (iv) Permitted Liens. Default on Contracts or Obligations. Be in default under or repudiate any loan, lease, guaranty, or any obligation for borrowed money owed to Wachovia Bank, National Association or any of its affiliates, or default on any material contract with, or obligation when due to, a third party, or default in the performance of any material obligation to a third party incurred for money borrowed ("material" here meaning an amount in excess of \$1,000,000.00); provided, that the applicable grace period for such default shall have expired or have resulted in an acceleration of the monies due or the cessation of funding thereunder. Judgment Entered. Permit or suffer the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due Borrower. Retire or Repurchase Capital Stock. Retire or otherwise acquire any of its capital stock.

11. ANNUAL FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the close of the fiscal year of the Borrower, Borrower shall provide to Lender CPA unqualified audited combined and combining statements for the fiscal year then ended (the "Financial Statements"), to include but not limited to: (i) a balance sheet of Borrower as of the close of such fiscal year, statements of income and retained earnings, source and application of funds, and statement of cash flows for the fiscal year then ended, prepared in accordance with generally accepted accounting principles, applied on a basis consistent with the preceding year or containing disclosure of the effect on financial position or results of operation of any change in the application of accounting principles and practices during the year, and accompanied by an audit report thereon, from a firm of independent certified public accountants selected by the Borrower and acceptable to Lender; (ii) within sixty (60) days of each period closing management prepared quarterly financial statements as reasonably requested by Lender from time to time.

12. COUNTERPARTS. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Borrower and Lender, on the day and year first written above, have caused this Agreement to be executed under seal.

OLD DOMINION FREIGHT LINE, INC.

By: J. WES FRYE (SEAL)

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J. Wes Frye  
Senior Vice President - Finance

FIRST UNION COMMERCIAL CORPORATION

By: LINDA H. MINTER (SEAL)

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Linda H. Minter

Schedule 1

FORM OF TERM NOTE

\$ \_\_\_\_\_, 2002

Old Dominion Freight Line, Inc.  
500 Old Dominion Way  
Thomasville, North Carolina 27360  
(Hereinafter the "Borrower")

First Union Commercial Corporation  
One Wachovia Center  
Mail Code NC0738

Charlotte, North Carolina 28288-0738  
(Hereinafter referred to as the "Lender")

Borrower promises to pay to the order of Lender, in lawful money of the United States of America, at its office indicated above or wherever else Lender may specify, the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$ \_\_\_\_\_) advanced to Borrower for the purchase of that certain equipment as described more fully in Exhibit A hereto and any and all parts and accessories that become a part of the equipment by accession, and all supplies used or to be used in connection therewith (the "Equipment," each separate unit thereof, a "Unit") (including all renewals, extensions or modifications hereof, this "Note"). All capitalized terms not otherwise defined herein shall have those meanings as defined in the Loan Agreement.

1. LOAN AGREEMENT. This Note is subject to the provisions of that certain Loan Agreement (the "Loan Agreement") between Lender and Borrower dated July \_\_, 2002, as modified from time to time.

2. SECURITY. Borrower has granted Lender a security interest in the Equipment pursuant to that certain Security Agreement dated July \_\_, 2002 (the "Security Agreement").

3. INTERIM INTEREST RATE. During the Interim Term (as defined below), interest shall accrue on the unpaid principal balance of this Note at the rate of LIBOR (as defined below) plus 1.00%, ("Interim Interest Rate"). "Interim Term" means the period commencing on the funding date and unless sooner terminated pursuant to the provisions hereof, ending on the last day of the calendar month in which the funding date occurs, both dates inclusive. "LIBOR" means during the applicable true period the rate per annum for U.S. dollar deposits for a thirty (30) day maturity as reported on Telerate page 3750 as of 11:00 a.m., London time, on the second Business Day (as defined below) before the date hereof (or if not so reported, then as determined by Lender from another recognized source or interbank quotation). "Business Day" means any day other than (i) Saturday, Sunday or other day on which commercial banks are authorized or obligated to close under the laws of the United States, New York or North Carolina and (ii) a day on which dealings in the United States dollar deposits are not carried on in the London inter-bank eurodollar market.

4. INTEREST RATE. During each month of the Term (as defined below), interest shall accrue on the unpaid principal balance of this Note at the rate of \_\_\_\_% (the "Interest Rate"). "Term" means, unless sooner terminated pursuant to the provisions hereof, the ( ) month period commencing on the first day of the month following the Interim Term.

5. DEFAULT RATE. In addition to all other rights contained in this Note, if a Default (as defined herein) occurs and as long as a Default continues, all outstanding Obligations shall bear interest at the Interest Rate plus two percent (2%) ("Default Rate"). The Default Rate shall also apply from acceleration until the Obligations or any judgment thereon is paid in full.

6. INTEREST AND FEE(S) COMPUTATION. (30/360). Interest and fees, if any, shall be computed on the basis of a 360-day year and 30 day months in the applicable period ("30/360 Computation"). The 30/360 Computation determines the annual effective yield by taking the stated (nominal) rate for a year's period and then dividing said rate by 360 to determine the daily periodic rate to be applied for each day in the applicable period.

7. REPAYMENT TERMS. This Note shall be due and payable in ( ) consecutive monthly payments of principal plus accrued interest in the amount set forth on Schedule A attached hereto, commencing on \_\_\_\_\_, 20\_\_, and on the same day of each month thereafter to and including \_\_\_\_\_, (the "Payment Date") until fully paid; provided that any Payment Date that would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such Payment Date shall end on the next preceding Business Day. All amounts of principal and accrued interest during the Interim Term shall be due and payable on the first such Payment Date. All amounts required to be made by Borrower hereunder shall be made by ACH transfer in immediately available funds and in United States dollars to Lender's account as follows: Wachovia Bank, National Association, ABA Number 053000219 Account Name First Union Commercial Corporation, Account Number 2070482541513. In any event, all principal and accrued interest shall be due and payable on \_\_\_\_\_, \_\_\_\_\_ (the

"Maturity Date").

8. PREPAYMENT. Borrower may prepay the Note on or after the first anniversary of the issuance of this Note on any scheduled payment date hereunder upon ninety (90) days' prior written notice to Lender by prepaying the Note in full.

Borrower may exercise such prepayment to the extent the following condition is met: (a) on the date designated for such prepayment of the Note, Borrower shall have paid all principal and interest payable with respect to the Note and any other amount due and payable or accrued, under the Note or any other Loan Document. Borrower will be further responsible for any costs incurred by Lender in connection with such prepayment including, but not limited to, any Lender internal breakage costs. Upon receipt of all such amounts, Lender shall release its lien with respect to the Collateral. Except as set forth in this paragraph, Borrower may not prepay the Note.

9. CASUALTY. Upon the loss, theft, destruction or rendering unfit for use of any Unit of Equipment (a "Casualty"), Borrower shall (i) forthwith (and in any event within five (5) days after such occurrence) give the Lender written notice of such occurrence and (ii) either (A) pay to Lender an amount equal to the product obtained by multiplying the unpaid principal amount of the Note by a fraction, the numerator of which shall be the Equipment Cost (as set forth in Exhibit A herein) of such Unit of Equipment, and the denominator of which shall be the aggregate Equipment Cost for all Units of Equipment under the Note, together with interest accrued thereon to the date of repayment, which payment shall be made upon the first to occur of (x) the date of receipt of insurance proceeds with respect to such occurrence, or (y) the 30th day after such occurrence, or (B) repair or replacement of such Unit of Equipment to the reasonable satisfaction of Lender.

10. APPLICATION OF PAYMENTS. Monies received by Lender from any source for application toward payment of the Obligations shall be applied to accrued interest and then to principal. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.

If any payment received by Lender under this Note or other Loan Documents is rescinded, avoided or for any reason returned by Lender because of any adverse claim or threatened action, the returned payment shall remain payable as an obligation of all persons liable under this Note or other Loan Documents as though such payment had not been made.

11. LOAN DOCUMENTS AND OBLIGATIONS. The term "Loan Documents" used in this Note and the other Loan Documents refers to all documents executed in connection with or related to the loan evidenced by this Note or any Notes issued pursuant to the Loan Agreement, and may include, without limitation, the Loan Agreement, this Note, the Security Agreement, security instruments, financing statements, mortgage instruments, any renewals or modifications, whenever any of the foregoing are executed, but does not include swap agreements (as defined in 11 U.S.C. ss. 101). Obligations. The term "Obligations" used in this Note refers to any and all indebtedness and other obligations under this Note, all other obligations under any other Loan Document, and all obligations under any swap agreements (as defined in 11 U.S.C. ss. 101) between Borrower and Lender whenever executed.

12. LATE CHARGE. If any payments are not timely made, Borrower shall also pay to Lender a late charge equal to two percent (2%) of each payment past due for fifteen (15) or more days. Acceptance by Lender of any late payment without an accompanying late charge shall not be deemed a waiver of Lender's right to collect such late charge or to collect a late charge for any subsequent late payment received.

13. ATTORNEYS' FEES AND OTHER COLLECTION COSTS. Borrower shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Obligations, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

14. USURY. If at any time the effective interest rate under this Note would, but for this paragraph, exceed the maximum lawful rate, the effective interest rate under this Note shall be the maximum lawful rate, and any amount received by Lender in excess of such rate shall be applied to principal and then to fees and expenses, or, if no such amounts are owing, returned to Borrower.

15. INCORPORATION OF LOAN COVENANTS. Borrower has entered into that certain credit agreement (the "Credit Agreement") dated as of the 31st day of May, 2000, with Wachovia Bank, National Association, successor by merger to First Union National Bank as lender. Section 8 of the Credit Agreement sets forth covenants (the "Covenants") binding on Borrower. Such Covenants are hereby incorporated in this Note by reference and shall be binding and enforceable against Borrower. In the event of the amendment, modification, termination of the Credit Agreement or the Covenants set forth therein for any reason whatsoever, such Covenants as contained in the Credit Agreement as of the date hereof shall continue to be Covenants of the Borrower under this Note and shall continue to be binding on and enforceable against Borrower notwithstanding the earlier termination, modification or amendment.

16. DEFAULT. If any of the following occurs, a default ("Default") under this Note shall exist: Nonpayment; Nonperformance. The failure by Borrower to make timely payment of any amount owed Lender; the failure of any performance of the Obligations under this Note, the Security Agreement, and/or the Loan Agreement (including without limitation the Covenants). False Warranty. A warranty or representation made or deemed made in the Loan Documents or furnished Lender in connection with the loan evidenced by this Note is materially false, or if of a continuing nature, becomes materially false. Third Party Default. At Lender's option, any default in payment or performance of any obligation under any other loans, contracts or agreements of Borrower, any Subsidiary or Affiliate of Borrower, any general partner of or the holder(s) of the majority ownership interests of Borrower with Lender or its affiliates ("Affiliate" shall have the meaning as defined in 11 U.S.C. ss. 101, except that the term "debtor" therein shall be substituted by the term "Borrower" herein; "Subsidiary" shall mean any business in which Borrower holds, directly or indirectly, a controlling interest). Cessation; Bankruptcy. The death of, appointment of guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against the Borrower, its Subsidiaries or Affiliates, if any, or any general partner of or the holder(s) of the majority ownership interests of Borrower, or any party to the

Loan Documents. Material Change of Business. There shall occur any material adverse change in the condition or affairs (financial or otherwise) of the Borrower.

17. REMEDIES UPON DEFAULT. If a Default occurs under this Note or any Loan Documents, Lender may at any time thereafter, take the following actions, which actions may be cumulative: Bank Lien. Foreclose its security interest or lien against Borrower's accounts without notice. Acceleration Upon Default. Accelerate the maturity of this Note and all other Obligations, and all of the Obligations shall be immediately due and payable. Cumulative. Exercise any rights and remedies as provided under the Note and other Loan Documents, or as provided by law or equity.

18. FINANCIAL AND OTHER INFORMATION. Borrower shall deliver to Lender such information as Lender may reasonably request from time to time, including without limitation, financial statements and information pertaining to Borrower's financial condition. Such information shall be true, complete, and accurate.

19. WAIVERS AND AMENDMENTS. No waivers, amendments or modifications of this Note and other Loan Documents shall be valid unless in writing and signed by an authorized officer of Lender. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

The Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. Further, the Borrower agrees that Lender may extend, modify or renew this Note or make a novation of the loan evidenced by this Note for any period and grant any releases, compromises or indulgences with respect to any collateral securing

this Note, or with respect to the Borrower or any other person liable under this Note or other Loan Documents, all without notice to or consent of the Borrower or each person who may be liable under this Note or other Loan Documents and without affecting the liability of Borrower or any person who may be liable under this Note or other Loan Documents.

20. MISCELLANEOUS PROVISIONS. Assignment. This Note and other Loan Documents shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Lender's interests in and rights under this Note and other Loan Documents are freely assignable, in whole or in part, by Lender. Borrower shall not assign its rights and interest hereunder without the prior written consent of Lender, and any attempt by Borrower to assign without Lender's prior written consent is null and void. Any assignment shall not release Borrower from the Obligations. Applicable Law; Conflict Between Documents. This Note and other Loan Documents shall be governed by and construed under the laws of the State of North Carolina without regard to that state's conflict of laws principles. If the terms of this Note should conflict with the terms of the Loan Agreement or any commitment letter, the terms of this Note which are in conflict shall control. Jurisdiction. Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state named in Lender's address shown above. Severability. If any provision of this Note or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document. Notices. Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in writing and mailed or delivered to Lender's office address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid. Plural; Captions. All references in the Loan Documents to Borrower, guarantor, person, document or other nouns of reference mean both the singular

and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in this Note are inserted for convenience only and shall not affect the meaning or interpretation of this Note. Binding Contract. Borrower by execution of and Lender by acceptance of this Note agree that each party is bound to all terms and provisions of this Note. Posting of Payments. All payments received during normal banking hours after 2:00 p.m. local time at the office of Lender first shown above shall be deemed received at the opening of the next banking day. Fees and Taxes. Borrower shall promptly pay all documentary, intangible recordation and/or similar taxes on this transaction whether assessed at closing or arising from time to time. Equipment. Additions to the Equipment that do not replace any item originally on the Equipment and that may be removed without modifying or damaging the Equipment shall not become part of the Equipment and may be removed by Borrower at any time.

21. ARBITRATION. Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any claim or controversy arising out of or relating to the Loan Documents between parties hereto (a "Dispute") shall be resolved by binding arbitration conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA") and the Federal Arbitration Act. Disputes may include, without limitation, tort claims, counterclaims, a dispute as to whether a matter is subject to arbitration, claims brought as class actions, or claims arising from documents executed in the future. A judgment upon the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, this arbitration provision does not apply to disputes under or related to swap agreements. Special Rules. All arbitration hearings shall be conducted in the City of Charlotte, North Carolina. A hearing shall begin within ninety (90) days of demand for arbitration and all hearings shall conclude within one hundred twenty (120) days of demand for arbitration. These time limitations may not be extended unless a party shows cause for extension and then for no more than a total of sixty (60) days. The expedited procedures set forth in Rule 51 et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000.00. Arbitrators shall be licensed attorneys selected from the Commercial Financial Dispute Arbitration Panel of the AAA. The parties do not waive applicable Federal or state substantive law except as provided herein.

Preservation and Limitation of Remedies. Notwithstanding the preceding binding arbitration provisions, the parties agree to preserve, without diminution, certain remedies that any party may exercise before or after an arbitration proceeding is brought. The parties shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights to foreclose against any real or personal property or other security by exercising a power of sale or under applicable law by judicial foreclosure including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off, and peaceful possession of personal property; (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding; and (iv) when applicable, a judgment by confession of judgment. Any claim or controversy with regard to any party's entitlement to such remedies is a "Dispute". Waiver of Exemplary Damages. Each party agrees that it shall not have a remedy of punitive or exemplary damages against the other party in any Dispute and hereby waives any right or claim to punitive or exemplary damages it has now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially. Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO JURY TRIAL WITH REGARD TO A DISPUTE.

IN WITNESS WHEREOF, Borrower, on the day and year first above written, has caused this Note to be executed under seal.

OLD DOMINION FREIGHT LINE, INC.

By: J. WES FRYE (SEAL)

-----  
 J. Wes Frye  
 Senior Vice President - Finance

Schedule A

<TABLE>  
 <CAPTION>

<S> Payment No. -----	<C> Date ---	<C> Payment -----	<C> Principal -----	<C> Interest -----	<C> Principal Balance -----
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</TABLE>

Exhibit A  
 Equipment

Unit ---- Description -----	Model/Type -----	Equipment Cost -----
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Aggregate Equipment Cost  
 for all Units \_\_\_\_\_

Schedule 2

FORM OF  
 SECURITY AGREEMENT

\_\_\_\_\_, 2002

Old Dominion Freight Line, Inc.  
 500 Old Dominion Way  
 Thomasville, North Carolina 27360  
 (Hereinafter referred to as "Debtor" or "Borrower")



First Union Commercial Corporation  
One Wachovia Center  
Mail Code NC0738  
Charlotte, North Carolina 28288-0738  
(Hereinafter referred to as "Lender" or "Secured Party")

For value received and to secure payment and performance of that certain Note (the "Note") executed by the Debtor dated \_\_\_\_\_, 20\_\_\_\_, in the principal amount of \$\_\_\_\_\_, payable to Lender, and any extensions, renewals, modifications or novations thereof, this Security Agreement, that certain Loan Agreement dated July 10, 2002 (the "Loan Agreement"; all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Note and Loan Agreement, as applicable) between Debtor and Lender, and the other Loan Documents, and any other obligations of Debtor to Lender however created, arising or evidenced, whether direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, and whether or not evidenced by a Loan Document, including swap agreements (as defined in 11 U.S.C. ss.101), future advances, and all costs and expenses incurred by Lender to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest (collectively, "Obligations"), Debtor hereby grants to Lender a continuing security interest in and lien upon the Equipment (as defined in the Note), and any additions, replacements, accessions, or substitutions thereof and all cash and non-cash proceeds and products thereof (collectively, "Collateral").

Debtor hereby represents and agrees that:

1. OWNERSHIP. Debtor owns the Collateral, or Debtor will purchase and acquire rights in the Collateral within ten (10) days of the date advances are made under the Loan Documents. Debtor authorizes Lender to disburse proceeds directly to the seller of the Collateral. If Collateral is being acquired with the proceeds of an advance under the Loan Documents, Debtor authorizes Secured Party to disperse proceeds directly to the seller of the Collateral. The Collateral is free and clear of all liens, security interests, and claims except those previously reported in writing to Lender, and Debtor will keep the Collateral free and clear from all liens, security interests and claims, other than those granted to Lender.

2. NAME AND OFFICES. Debtor's exact legal name as it appears on its charter or other organic documents, including as to punctuation and capitalization, is set forth in the heading of this Security Agreement and its state of formation is (and for the past four months has been) Virginia. The principal place of business and chief executive office of Debtor is as set forth in the heading of this Security Agreement.

3. NOTIFICATIONS OF CHANGE. Debtor will provide Secured Party with thirty (30) days' prior written notice and file any amendments to any previously filed financing statements as Secured Party may require if Debtor (a) alters its corporate existence or, in one transaction or a series of transactions, merges into or consolidates with any other entity, or sells all or substantially all of its assets, (b) changes its state of incorporation or formation, (c) changes its registered corporate name or (d) the location of any item of Equipment which constitutes Collateral. Debtor shall keep the Collateral at the location(s) previously provided to the Secured Party until such time as the Secured Party provides written advance consent to a change of location. Debtor will bear the cost of preparing and filing any documents necessary to protect Secured Party's liens.

4. TITLE/TAXES. Debtor has good and marketable title to Collateral and will warrant and defend same against all claims. Debtor will not transfer, sell, or lease Collateral (except as permitted herein). Debtor agrees to pay promptly all taxes and assessments upon or for the use of Collateral and on this Security Agreement. At its option, Lender may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on Collateral. Debtor agrees to reimburse Lender, on demand, for any such payment made by Lender. Any amounts so paid shall be added to the Obligations.

5. WAIVERS. Debtor waives presentment, demand, protest, notice of dishonor, notice of default, demand for payment, notice of intention to accelerate, and notice of acceleration of maturity. Debtor further agrees not to assert against Lender as a defense (legal or equitable), as a set-off, as a counterclaim, or

otherwise, any claims Debtor may have against any seller or lessor that provided personal property or services relating to any part of the Collateral. Debtor waives all exemptions and homestead rights with regard to the Collateral. Debtor waives any and all rights to notice or to hearing prior to Lender's taking immediate possession or control of any Collateral, and to any bond or security which might be required by applicable law prior to the exercise of any of Lender's remedies against any Collateral. All rights of Lender and security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, not discharged or impaired irrespective of (and regardless of whether Debtor receives any notice of): (i) any lack of validity or enforceability of any Loan Document; (ii) any change in the time, manner or place of payment or performance, or in any term, of all or any of the Obligations or the Loan Documents or any other amendment or waiver of or any consent to any departure from any Loan Document; (iii) any exchange, release or non-perfection of any collateral, or any release of or modifications of the obligations of any guarantor or other obligor; (iv) any amendment or waiver of or consent to departure from any Loan Document or other agreement. To the extent permitted by law, Debtor hereby waives any rights under any valuation, stay, appraisal, extension or redemption laws now existing or which may hereafter exist and which, but for this provision, might be applicable to any sale or disposition of the Collateral by Lender; and any other circumstance which might otherwise constitute a defense available to, or a discharge of any party with respect to the Obligations.

6. COLLATERAL CONDITION AND LAWFUL USE. Debtor represents that the Collateral is in good repair and condition and that Debtor shall use reasonable care to prevent Collateral from being damaged or depreciating. Debtor shall immediately notify Lender of any material loss or damage to Collateral. Debtor shall not permit any item of Collateral to become a fixture to real estate or an accession to other personal property. Debtor represents it is in compliance in all respects with all laws, rules and regulations applicable to the Collateral and its properties, operations, business, and finances.

7. RISK OF LOSS AND INSURANCE. Debtor shall bear all risk of loss with respect to the Collateral. The injury to or loss of Collateral, either partial or total, shall not release Debtor from payment or other performance hereof. Lender is authorized, but not obligated, to purchase any or all insurance or "Single Interest Insurance" protecting such interest as Lender deems appropriate against such risks and for such coverage and for such amounts, including either the loan amount or value of the Collateral, all at its discretion, and at Debtor's expense. In such event, Debtor agrees to reimburse Lender for the cost of such insurance, and Lender may add such cost to the Obligations. Debtor shall bear the risk of loss to the extent of any deficiency in the effective insurance coverage with respect to loss or damage to any of the Collateral. Debtor hereby assigns to Lender the proceeds of all such insurance and

directs any insurer to make payments directly to Lender. Debtor hereby appoints Lender its attorney-in-fact, which appointment shall be irrevocable and coupled with an interest for so long as Obligations are unpaid, to file proof of loss and/or any other forms required to collect from any insurer any amount due from any damage or destruction of Collateral, to agree to and bind Debtor as to the amount of said recovery, to designate payee(s) of such recovery, to grant releases to insurer, to grant subrogation rights to any insurer, and to endorse any settlement check or draft. Debtor agrees not to exercise any of the foregoing powers granted to Lender without Lender's prior written consent.

So long as no Security Agreement Default has occurred and is continuing, Debtor may self-insure, by way of deductible, premium adjustment provisions in insurance policies, or otherwise, under a program applicable to all equipment in Debtor's fleet (a) with respect to physical damage and (b) with respect to liability, provided Debtor maintains a self-insurance retention for such liability in the amount of \$1,750,000.00.

8. FINANCING STATEMENTS, POWER OF ATTORNEY. No financing statement (other than any filed by Lender or disclosed above) covering any Collateral is on file in any public filing office. On request of Lender, Debtor will execute one or more financing statements in form satisfactory to Lender and will pay all costs and expenses of filing the same or of filing this Security Agreement in all public filing offices, where filing is deemed by Lender to be desirable. Lender is authorized to file financing statements relating to Collateral without Debtor's signature where authorized by law. Debtor hereby constitutes and appoints Lender the true and lawful attorney of Debtor with full power of substitution to take

any and all appropriate action and to execute any and all documents or instruments that may be necessary or desirable to accomplish the purpose and carry out the terms of this Security Agreement. The foregoing power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations have been paid in full. Neither Lender nor anyone acting on its behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact. Debtor ratifies all acts of Lender as attorney-in-fact. Debtor agrees to take such other actions as might be requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein. If certificates, passbooks, or other documentation or evidence thereof are issued or outstanding as to any of the Collateral, Debtor will cause the security interests of Lender to be properly protected, including perfection by notation thereon or delivery thereof to Lender.

9. ACCOUNT AND CONTRACT DEBTORS. If a Security Agreement Default (as defined herein) should occur, Lender shall have the right to notify the account and contract debtors obligated on any or all of the Collateral to make payment thereof directly to Lender and Lender may take control of all proceeds of any such Collateral, which rights Lender may exercise at any time. The cost of such collection and enforcement, including attorneys' fees and expenses, shall be borne solely by Debtor whether the same is incurred by Lender or Debtor. If a Security Agreement Default should occur or upon demand of Lender, Debtor will, upon receipt of all checks, drafts, cash and other remittances in payment on Collateral, deposit the same in a special bank account maintained with Lender, over which Lender also has the power of withdrawal.

If a Security Agreement Default should occur, no discount, credit, or allowance shall be granted by Debtor to any account or contract debtor and no return of merchandise shall be accepted by Debtor without Lender's consent. Lender may, after a Security Agreement Default, settle or adjust disputes and claims directly with account contract debtors for amounts and upon terms that Lender considers advisable, and in such cases Lender will credit the Obligations with the net amounts received by Lender, after deducting all of the expenses incurred by Lender. Debtor agrees to indemnify and defend Lender and hold it harmless with respect to any claim or proceeding arising out of any matter related to collection of Collateral.

10. COLLATERAL DUTIES. Lender shall have no custodial or ministerial duties to perform with respect to Collateral pledged except as set forth herein; and by way of explanation and not by way of

limitation, Lender shall incur no liability for any loss or depreciation of Collateral (unless caused by its willful misconduct or gross negligence).

11. INSPECTION, BOOKS AND RECORDS. Debtor will at all times keep accurate and complete records covering each item of Collateral, including the proceeds therefrom. Lender, or any of its agents, shall have the right, at intervals to be determined by Lender and without hindrance or delay, to inspect, audit, and examine the Collateral and to make photocopies of the books, records, journals, orders, receipts, correspondence and other data relating to Collateral or any other transaction between the parties hereto. Debtor will at its expense furnish Lender copies thereof upon request.

12. CROSS-COLLATERALIZATION. The Collateral and any other collateral that Lender may at any time acquire in connection with the Loan Agreement or the Loan Documents shall constitute cross-collateral for all Obligations of Debtor without appointment or designation as to particular Obligations, and all Obligations shall be secured by all of the Collateral. Lender shall have the right, in its sole discretion, to determine the order in which Lender's rights or remedies against the Collateral are to be proceeded against and the order of application of proceeds of the Collateral as against particular Obligations of Debtor. Notwithstanding the above, Lender expressly agrees that in the event the Note is satisfied in full, and Debtor shall not be in default under the terms of any Loan Document at the time of such satisfaction, then any and all security interests, liens and encumbrances granted by this Security Agreement or any other Loan Document in and to the Equipment shall lapse contemporaneously with such satisfaction.

13. ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION. Debtor shall pay all of Lender's reasonable expenses incurred in enforcing this Security Agreement and in preserving and liquidating Collateral, including but not limited to, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred with or without the commencement of a suit, trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

14. DEFAULT. If any of the following occurs, a default ("Security Agreement Default") under this Security Agreement shall exist: (i) the failure of timely payment or performance of any Obligation or a default under any Loan Document, including without limitation a Default under the Note pursuant to Section 15 therein; (ii) any breach of any representation or agreement contained or referred to in this Security Agreement or other Loan Document; (iii) any loss, theft, substantial damage, or destruction of Collateral not fully covered by insurance, or as to which insurance proceeds are not remitted to Lender within thirty (30) days of the loss; (iv) any sale, lease, or encumbrance of any Collateral not specifically permitted herein without prior written consent of Lender; (v) the making of any levy, seizure, or attachment on or of Collateral which is not removed within ten (10) days; (vi) the death of, appointment of guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Debtor, its Subsidiaries or Affiliates ("Affiliate" shall have the meaning as defined in 11 U.S.C. ss. 101; and "Subsidiary" shall mean any corporation of which more than 50% of the issued and outstanding voting stock is owned directly or indirectly by Debtor), if any, or any general partner of or the holder(s) of the majority ownership interests in Debtor or any party to the Loan Documents; or (vii) any attempt to terminate, revoke, rescind, modify, or violate the terms of this Security Agreement without the prior written consent of Lender.

15. REMEDIES ON DEFAULT. If a Security Agreement Default occurs, all of the Obligations shall be immediately due and payable, without notice and Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Without limitation thereto, Lender shall have the following rights and remedies: (i) to take immediate possession of Collateral, without notice or resort to legal process, and for such purpose, to enter upon any premises on which Collateral or any part thereof may be situated and to remove the same therefrom, or, at its option, to render Collateral unusable or dispose of said Collateral on Debtor's premises; (ii) to require Debtor to assemble the Collateral and make it available to Lender at a place to be designated by Lender; (iii) to exercise its right of set-off or bank lien

as to any monies of Debtor deposited in accounts of any nature maintained by Debtor with Lender or affiliates of Lender, without advance notice, regardless of whether such accounts are general or special; (iv) to dispose of Collateral, as a unit or in parcels, separately or with any real property interests also securing the Obligations, in any county or place to be selected by Lender, at either private or public sale (at which public sale Lender may be the purchaser) with or without having the Collateral physically present at said sale.

Any notice of sale, disposition or other action by Lender required by law and sent to Debtor at Debtor's address shown above, or at such other address of Debtor as may from time to time be shown on the records of Lender, at least five (5) days prior to such action, shall constitute reasonable notice to Debtor. Lender shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by Lender with respect to any of the Collateral, to Obligations in such order and manner as Lender may determine. Collateral that is subject to rapid declines in value and is customarily sold in recognized markets may be disposed of by Lender in a recognized market for such collateral without providing notice of sale. Debtor waives any and all requirements that the Lender sell or dispose of all or any part of the Collateral at any particular time, regardless of whether Debtor has requested such sale or disposition.

16. REMEDIES ARE CUMULATIVE. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender or any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law, in equity, or in other Loan Documents.

17. MISCELLANEOUS. (i) Amendments and Waivers. No waiver, amendment or modification of any provision of this Security Agreement shall be valid unless in writing and signed by Debtor and an officer of Lender. No waiver by Lender of any Security Agreement Default shall operate as a waiver of any other Security Agreement Default or of the same Security Agreement Default on a future occasion. (ii) Assignment. All rights of Lender hereunder are freely assignable, in whole or in part, and shall inure to the benefit of and be enforceable by Lender, its successors, assigns and affiliates. Debtor shall not assign its rights and interest hereunder without the prior written consent of Lender, and any attempt by Debtor to assign without Lender's prior written consent is null and void. Any assignment shall not release Debtor from the Obligations. This Security Agreement shall be binding upon Debtor, and the heirs, personal representatives, successors, and assigns of Debtor. (iii) Applicable Law; Conflict Between Documents. This Security Agreement shall be governed by and construed under the law of the State of North Carolina without regard to that state's conflict of laws principles. If any terms of this Security Agreement conflict with the terms of any commitment letter or loan proposal, the terms of this Security Agreement shall control. (iv) Jurisdiction. Debtor irrevocably agrees to non-exclusive personal jurisdiction in the State of North Carolina. (v) Severability. If any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. (vi) Notices. Any notices to Debtor shall be sufficiently given, if in writing and mailed or delivered to the address of Debtor shown above or such other address as provided hereunder; and to Lender, if in writing and mailed or delivered to Lender's office address shown above or such other address as Lender may specify in writing from time to time. In the event that Debtor changes Debtor's mailing address at any time prior to the date the Obligations are paid in full, Debtor agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid. (vii) Captions. The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provision hereof. The use of the plural shall also mean the singular, and vice versa. (viii) Joint and Several Liability. If more than one party has signed this Security Agreement, such parties are jointly and severally obligated hereunder. (ix) Binding Contract. Debtor by execution and

Lender by acceptance of this Security Agreement, agree that each party is bound by all terms and provisions of this Security Agreement.

18. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Debtor, on the day and year first written above, has caused this Security Agreement to be executed under seal.

OLD DOMINION FREIGHT LINE, INC.

By: J. WES FRYE

-----  
Name: J. Wes Frye

Title: Senior Vice President - Finance

Accepted and Acknowledged By:

FIRST UNION COMMERCIAL CORPORATION

By:LINDA H. MINTER

Name: Linda H. Minter

Title: Vice President

THIRD AMENDMENT AND AGREEMENT

THIS THIRD AMENDMENT AND AGREEMENT ("Agreement") is made as of the 31st day of May, 2002, by and among WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (formerly known as First Union National Bank) with offices at 300 North Greene Street, 5th Floor, Greensboro, North Carolina 27401 ("Bank"); OLD DOMINION FREIGHT LINE, INC., a Virginia corporation with its principal place of business at 500 Old Dominion Way, Thomasville, North Carolina 27360 ("Company"); and ODIS, INC., a Delaware corporation ("Guarantor").

WITNESSETH:

WHEREAS, the Company and the Bank are parties to a certain Credit Agreement dated as of May 31, 2000 (the "Credit Agreement"), pursuant to which the Bank extended to the Company financial accommodations in the form of a revolving line of credit in the original maximum principal amount of Fifty Million Dollars (\$50,000,000) (the "Revolving Loans") and a standby letter of credit facility in the original maximum principal amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000);

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement;

WHEREAS, the Revolving Loans are evidenced by that certain Revolving Credit Note dated May 31, 2000, executed by the Company in favor of the Bank in the original maximum principal amount of Fifty Million Dollars (\$50,000,000)(the "Note");

WHEREAS, the Obligations are guaranteed by that certain Guaranty Agreement dated May 31, 2000, executed by the Guarantor in favor of the Bank (the "Guaranty");

WHEREAS, the documents and instruments evidencing and/or securing the foregoing indebtedness, as heretofore amended, are referred to herein collectively as the "Loan Documents;"

WHEREAS, the Bank, the Borrower and the Guarantor executed that certain First Amendment and Agreement dated February 1, 2001, amending certain of the Loan Documents as provided therein;

WHEREAS, the Bank, the Borrower and the Guarantor executed that certain Second Amendment and Agreement dated May 31, 2001, amending certain of the Loan Documents as provided therein;

WHEREAS, the Borrower has requested that the Bank increase the available amount of the Letter of Credit Facility, and the Bank has agreed to provide such additional financing subject to the terms and conditions of this Agreement; and

NOW THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Credit Agreement.

(a) The definition entitled "Letter of Credit Facility Commitment" in Section 1.1 of the Credit Agreement is amended in its entirety to read as follows:

"'Letter of Credit Facility Commitment' shall mean Twenty Million Dollars (\$20,000,000)."

(b) The definition entitled "Termination Date for Letter of Credit Facility" in Section 1.1 of the Credit Agreement is amended in its entirety to read as follows:

"'Termination Date for Letter of Credit Facility' shall mean the

earliest of:

(i) May 30, 2003;

(ii) The date of termination of the Letter of Credit Facility by Bank after the occurrence of an Event of Default;

(iii) Such date of termination of the Letter of Credit Facility as is mutually agreed upon by Bank and Borrower; and

(iv) The date that all Obligations have been paid in full and Bank is no longer obligated to issue Letters of Credit hereunder."

(c) The following Schedules to the original Credit Agreement are hereby amended by replacing such Schedules with the corresponding Schedules attached hereto:

Schedule 1.1A Letters of Credit

Schedule 6.9 Places of Business and Principal Place of Business

Schedule 6.22A Capitalized Leases

Schedule 8.3 Funded Debt

Schedule 8.4 Permitted Liens

2. Ratification. Except as the same have been amended hereby, the Credit Agreement, the Note, the Guaranty, and the other Loan Documents shall in all respects remain in full force and effect and are in all respects hereby ratified and affirmed, and the amendments effected by this Agreement shall not constitute a novation of any of the Borrower's or the Guarantor's obligations under such documents. Each of such documents shall be deemed to be amended as necessary to the extent necessary to be consistent with the amendments effected by this Agreement.

3. Execution by Guarantor. By its execution below, the Guarantor hereby consents to the terms and conditions of this Agreement and reaffirms and ratifies its obligations under the Guaranty, which shall in all respects remain in full force and effect and is hereby ratified and affirmed. The Guarantor hereby acknowledges that its obligations under the Guaranty shall include, without limitation, its guarantee of the Company's obligations to the Bank under the Note, as amended hereby.

4. Representations and Warranties.

(a) The Company hereby affirms each covenant made by it in the Credit Agreement as if set forth herein in full (together with any modifications provided for herein), and represents and warrants to the Bank that the representations and warranties set forth in the Credit Agreement remain true, correct and complete in all material respects as of the date hereof, except (i) representations and warranties that relate

solely to an earlier date or which are no longer true due to an action or event specifically permitted by the provisions of the Credit Agreement, and (ii) representations and warranties modified by the Schedules attached hereto, which representations and warranties are reaffirmed to the extent of the additional information provided by the Schedules attached hereto. The Guarantor hereby affirms each representation, warranty and covenant made by it in the Guaranty as if set forth herein in full.

(b) Each of the Company and the Guarantor acknowledges and confirms that there are no defenses, claims or setoffs available to Company or to the Guarantor which would operate to limit its obligations under the Credit Agreement, the Note, the Guaranty, or the other Loan Documents to which is a party thereto, or under any of such documents as amended hereby.

(c) Each of the Company and the Guarantor covenants, represents and warrants as follows:

(i) each of the Company and the Guarantor has the full corporate power and authority to enter into this Agreement and the documents and instruments contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder; and



(ii) no default or event of default under any of the Loan Documents, or event, condition, act or circumstance which with the giving of notice or the passage of time or both could constitute a default or event of default under any of the Loan Documents, has occurred and is continuing on the date hereof.

5. Fees and Expenses. The Company shall pay all out-of-pocket expenses, costs and charges incurred by Bank (including reasonable fees and disbursements of counsel) in connection with the preparation and implementation of this Agreement.

6. Condition Precedent. As express conditions precedent to the effectiveness of this Agreement, the Company shall (a) provide to the Bank certified copies of resolutions of the Board of Directors of the Company and the Guarantor authorizing the execution and delivery of, and performance under, this Agreement, and a current Certificate of Existence or Good Standing for the Company and the Guarantor issued by the Secretary of State of Virginia and Delaware, respectively; and (b) pay to the Bank the \$10,000 amendment fee.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ATTEST: OLD DOMINION FREIGHT LINE, INC.

JOEL McCARTY, JR. By: J. WES FRYE  
-----  
Secretary Title: Senior Vice President - Finance

[ CORPORATE SEAL ]

ATTEST: ODIS, INC.

JOEL McCARTY, JR. By: J. WES FRYE  
-----  
Secretary Title: Senior Vice President - Finance

[ CORPORATE SEAL ]

WACHOVIA BANK,  
NATIONAL ASSOCIATION

By: ANDREW PAYNE  
-----  
Title: Vice President

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

In Greensboro on the \_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of OLD DOMINION FREIGHT LINE, INC., known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Old Dominion Freight Line, Inc.

-----  
Notary Public

My commission expires:  
-----

STATE OF NORTH CAROLINA  
 COUNTY OF GUILFORD

In Greensboro on the \_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of ODIS, INC., known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of ODIS, Inc.

-----  
 Notary Public

My commission expires:  
 -----

Schedule 1.1A

Letters of Credit

LOC#	Beneficiary	Letter of Credit
----	-----	-----
S034701	GA SI Guaranty Trust	\$ 500,000
S039135	Utica Mutual - Deaton	500,000
SO36413	Pacific Emp Ins Co.	3,800,000
SO36416	Van Liner Ins Co.	500,000
SM408316C	Protective Ins Co.	4,860,000
		\$10,160,000

Schedule 6.9

Places of Business and  
 Principal Place of Business

Corporate Headquarters:

500 Old Dominion Way  
 Thomasville, NC 27360

See listing of terminal locations attached hereto.

Schedule 6.22A

Capitalized Leases

<TABLE>  
 <CAPTION>

Lessor	Description of	Location	Outstanding
-----	-----	-----	-----
	Leased Property		Balance
	-----		-----
<S>		<C>	<C>
TransAmerica	Various trailers obtained through Goggin	Various	\$49,049

Business Credit Truck Line, Inc. acquisition  
</TABLE>

Schedule 8.3

Funded Debt

Debtholder	Amount
-----	-----

See Schedule 1.1A.

See Funded Debt secured by liens noted on Schedule 8.4.

See Operating Lease noted on Schedule 6.22A.

Schedule 8.4

Permitted Liens

<TABLE>  
<CAPTION>

Secured Party	Description of Property	Outstanding Balance	Location
-----	-----	-----	-----
<S>	<C>	<C>	<C>
IBM Credit Corporation	IBM AS/400-740 Processor; IBM AS/400-740 Processor Upgrade; 9406 SYSTEM Office UNITS; AS/400 OPERATING SYSTEM; with various Peripherals and other units	\$ 623,854	Corporate
Bank One	Various Trailers-Carter Acquisition	\$ 872,417	various
Total		\$1,496,271	

</TABLE>

REAL ESTATE PURCHASE CONTRACT

This REAL ESTATE PURCHASE CONTRACT (hereinafter "Contract") made as of this 19th day of June, 2002 (the "Effective Date") by and between OLD DOMINION FREIGHT LINE, INC., A VIRGINIA CORPORATION, or its nominee (the "Buyer"), with a mailing address of 500 Old Dominion Way, Thomasville, North Carolina 27360 and ROBERT A. COX, JR., AS TRUSTEE FOR THE EARL E. CONGDON AND JOHN R. CONGDON IRREVOCABLE TRUST DATED JULY 15, 1975, (the "Seller"), with a mailing address of P.O. Box 500, Richmond, VA 23218.

WITNESSETH:

WHEREAS, Seller is the owner of real property, which parcel Seller desires to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions described herein.

NOW THEREFORE, for and in consideration of the sum of Ten and no/100 DOLLARS (\$10.00), the receipt and sufficiency being hereby acknowledged, the Buyer and Seller have agreed as follows:

1. Description

Approximately 38.43 acres of real property shown as Map 185, Block 754, Lot 1 on the Guilford County Tax Maps more fully described in that certain Lease Agreement dated July 15, 1975 between Seller as Trustee and Buyer as Tenant.

The Property shall also include all of Seller's rights, privileges and easements appurtenant to the land and all other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the land and the improvements constructed thereon or thereunder. Seller shall convey or cause all such rights to be conveyed to Buyer at closing, free and clear of all liens and encumbrances, with the exception of the Permitted Exceptions, as defined herein.

2. Purchase Price

a. The consideration for the Property shall be Six Million Dollars (\$6,000,000.00) (the "Purchase Price").

b. Buyer shall pay the Purchase Price to the Owner in the following manner:

(1) Upon the execution of the Contract by both parties, Buyer shall remit \$10,000.00 as an earnest money deposit (the "Deposit") on account of the Purchase Price to Keziah, Gates &

Samet, to be held in escrow in an interest bearing account by the Title company chosen by Buyer until the closing of title, at which time the "Deposit" shall be paid to the Seller.

Buyer's escrow deposit shall be promptly returned to Buyer if closing does not occur through no fault of Buyer, or if the contract contingencies or Seller's representations and warranties are not then complied with.

(2) At Closing Buyer shall pay the balance of the Purchase Price by wire transfer or certified check, at Buyer's election.

3. Title Insurance

Buyer shall, at Buyer's expense, promptly following execution of this contract by Seller, order a title insurance commitment (the "Commitment"), issued by a Title Insurance Company of Buyer's choice, indicating that at Closing such title insurance company will issue its Owner's Title Insurance Policy at standard rates in favor of Buyer in the amount of the Purchase Price, insuring marketable title to the Property, free and clear of all dower and similar rights and all encroachments, liens, encumbrances and restrictions, except for zoning restrictions of record which do not interfere with Buyer's intended use of the Property, taxes not yet due and payable and easements of record which do not interfere with Buyer's intended use of the Property (the

"Permitted Exceptions"). Said title insurance policy shall be issued immediately upon the closing, showing good and marketable title to be in the Buyer. Buyer shall pay the premium for the title insurance policy.

If such title insurance commitment discloses defects in title, Buyer shall notify Seller in writing of such defects in title. If Seller does not remedy such defects in title within thirty (30) days of such notice, Buyer may take one or more of the following actions:

(a) grant Seller an additional thirty (30) days to remedy such defects;

(b) complete the purchase and accept title as Seller is able to convey, unless such defects are delinquent real estate taxes or assessments or mortgages for an ascertainable amount placed against the Property by Seller at the time of Seller's acquisition of the Property, in which case that amount may be deducted from the Purchase Price and paid at Closing to remove such defect;

(c) In the event Seller fails to remedy such defects after the expiration of any additional extension period pursuant to paragraph 3(a) above, declare this Contract null and void upon written notice to Seller and terminate this agreement, in which event the Deposit, shall be refunded to Buyer. Upon making such refund, this Contract shall be deemed canceled and neither party shall have any further claim against the other by reason hereof.

#### 4. Representations of Seller

The Seller makes the following representations:

(a) Seller is the owner of the Property, with full power and authority to enter this Contract and sell the Property based upon the terms and conditions herein:

(b) Seller shall convey the Property by transferable and recordable Special Warranty Deed.

(c) Seller has received no notice of condemnation or eminent domain proceeding against the Property or any part thereof.

(d) Seller is not a party to any litigation affecting the property or the Seller's right to sell the Property or any part thereof, and the Seller knows of no litigation or threatened litigation affecting the Property, or any part thereof.

(e) Seller has received no notice of any violations of zoning, building, fire, safety or health codes with respect to the Property. A copy of Seller's Certificate of Occupancy or equivalent will be provided to Buyer prior to closing.

(f) As of the Effective Date there are no existing leases encumbering the Property except the lease with Buyer under which Buyer presently occupies the Property (the "Lease"), which shall be terminated at closing, and Seller shall refrain from entering into any leases or granting any option to purchase the Property from and after the Effective Date. Seller represents that there are no options to purchase or rights of refusal held by anyone.

(g) Seller has not entered into any other transaction for the sale or lease of the Property.

(h) Seller has received no notice of environmental violations affecting the Property. Seller has no notice or actual knowledge that the Property is not in compliance with all applicable federal, state and local laws, administrative rulings, regulations and regulatory approvals relating to the protection of the environment.

(i) Seller has received no notification that it is a potentially responsible party under section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"). Seller has not received notification from any state or local government under any similar provisions of state or local law.

(j) Since Buyer presently occupies the Property and is aware of its condition the premises shall be delivered to Buyer "as is" at closing.

## 5. License to Inspect and Survey

(a) Because Buyer has occupied the property as a Lessee since July 15, 1975 and has operated its trucking facility upon said property since that time, it is not necessary for Buyer to do the usual inspections with regard to topographical surveys, soil analysis or environmental conditions. Having full knowledge of the conditions on the property improvements thereon Buyer accepts same "as is".

In addition, as a part of the consideration herein, Buyer agrees that it will indemnify and hold Seller harmless from any claims, demands, actions, fines, penalties or violations which may arise as the result of environmental contamination which require remediation by any municipal, county or federal agency.

(b) Buyer at its sole cost and expense may have the Property surveyed by a licensed surveyor acceptable to Buyer. The plat of the survey shall show all recorded easements and physical encroachments and shall be certified to Buyer and its title insurance company.

## 6. Contingencies

Seller's performance under this Contract is contingent upon Seller's ability to effect a tax deferred exchange in connection with the conveyance of the property upon terms and conditions which are acceptable to Seller.

## 7. Closing

Closing shall take place at any time after July 1, 2002 but no later than October 1, 2002 upon Seller giving Buyer at least 5 days notice of its intention to close (the "Closing Date"), provided closing shall not take place before all the foregoing terms and conditions of this Contract have been satisfied. The Closing shall take place at a location mutually acceptable to Seller and Buyer. If the date of Closing falls on a holiday or weekend, the closing date shall fall on the next business day after the holiday or weekend day. The closing date may be extended upon agreement in writing by both parties.

## 8. Management Pending Closing

Buyer, as Lessee from Seller and the sole occupant, shall comply with all of its obligations under the Lease.

Seller agrees:

(a) Not to enter into any new lease without Buyer's consent.

(b) Not to enter into any contract or agreement that would encumber the Property after Closing without Buyer's consent.

(c) To advise Buyer of any notice it receives of any action or claim that would materially and adversely affect the property.

## 9. Conveyance

Seller shall convey the Property by transferable and recordable Special Warranty Deed with the Property being transferred free and clear of all liens and encumbrances, except for the Permitted Exceptions, or as agreed to by Buyer after review of the Commitment.

## 10. Documents to be Delivered by Seller for Closing

Documents delivered shall include, but shall not be limited to:

(a) Special Warranty Deed or its equivalent, executed, acknowledged and delivered by Seller to Buyer at Closing conveying title to the Property;

(b) Any necessary documentation to permit the issuance of an owner's policy of title insurance, under the terms and conditions of this Contract;

(c) Owner's affidavit and other documents customarily requested by the Title Company, for issuance of title insurance as provided herein.

#### 11. Costs

The respective parties' costs associated with this transaction shall be as follows: SELLER - Deed preparation, conveyance or transfer fees, and Seller's attorney's fees. BUYER - The cost of a survey, the cost of title search and premium for an owner's policy of title/mortgage insurance, recording fees any environmental investigations and Buyer's attorney fees.

#### 12. Notices

All notices related to this transaction shall be deemed to be effective when mailed, postage prepaid by United States, certified or registered mail, return receipt requested, or delivered by personal delivery, telegram or express courier service, or by telecopier to the numbers listed below:

BUYER:	SELLER:
Old Dominion Freight Line, Inc.	Robert A. Cox, Jr., Trustee
Attn: Joel B. McCarty, Jr.	Attn: Robert A. Cox, Jr.
500 Old Dominion Way	P.O. Box 500
Thomasville, NC 27360	Richmond, VA 23218
Phone: (336)822-5231	Phone: (804)771-9547
Fax: (336)822-5289	Fax: (804)644-0957

#### 13. Brokerage

The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Seller shall indemnify, hold harmless and defend Buyer against any claim initiated by any broker, the Brokers, any agent or real estate company contacted by, representing or claiming to represent Seller on the Property and claiming any real estate fee arising out of, related to, or involved in this transaction. Buyer shall indemnify, hold harmless and defend Seller against any claims initiated by agent, broker or real estate company contacted by or representing Buyer for any real estate fee arising out of, or in any way related to this transaction. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the party to be indemnified shall have the right to choose its own counsel), and the parties agree to indemnify and hold harmless each other with respect to said claims.

#### 14. Governing Law

The provisions and covenants contained in this Contract shall be governed and construed under the laws of the State of North Carolina.

#### 15. No Recording

Neither party shall record this contract or a memorandum of this Contract, and if either party attempts to record this contract or a memorandum of this Contract, the non-recording party may terminate this Contract without further liability to the recording party.

#### 16. Entirety of the Agreement

This Agreement consists of these seven (7) typewritten pages. There are no other Agreements, conditions or understandings between the parties. All understandings and agreements heretofore have been merged into this Contract, which fully and completely expresses the Contract of the parties.

#### 17. Default by Buyer

In the event that settlement has not occurred or cannot occur by October 1, 2002 or such later closing date as agreed to by the parties in writing due to Buyer having defaulted hereunder by failing to observe or perform any of the provisions, conditions, or covenants of Buyer as set forth in the Agreement after ten (10) days prior written notice, Seller may hold and/or declare Buyer in default of this Agreement by giving written notice thereof; whereupon, the Earnest Money paid herein shall be paid to Seller at its request

as liquidated damages or Seller (provided it is not in default hereunder) may sue Buyer for specific performance of this Agreement in accordance with the terms hereof but Seller may not do both.

#### 18. Default by Seller

In the event that Seller shall default hereunder by failing to observe or perform any of the provisions, conditions, or covenants of Seller as set forth in this Agreement after ten (10) days prior written notice, Buyer may hold and/or declare Seller in default of this Agreement by giving written notice thereof; whereupon Buyer shall have the option of either waiving said default or terminating this Agreement without further liability or obligation of either party whereupon this Agreement shall become null and void and the Earnest Money shall be paid to Buyer at its request or Buyer may sue Seller for specific performance of this Agreement in accordance with the terms hereof but Buyer may not do both.

#### 19. Tax-Deferred Exchange

Because Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange, provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

IN WITNESS WHEREOF, intending to be legally bound, the parties warrant that they have the authority to execute this document and legally bind their respective corporation to the terms and conditions contained herein.

(SELLER):

BUYER):

Robert A. Cox, Jr., as Trustee  
For the Earl E. Congdon and  
John R. Congdon Irrevocable  
Trust dated July 15, 1975

Old Dominion Freight Line, Inc.

BY: ROBERT A. COX JR.

BY: JOEL B. McCARTY, JR.

-----  
Robert A. Cox, Jr.

-----  
Name: Joel B. McCarty, Jr.  
Title: Sr. Vice President,  
General Counsel/Secretary



Exhibit 99.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002

I, Earl E. Congdon, state and attest that:

- (1) I am the Chief Executive Officer of Old Dominion Freight Line, Inc.
- (2) Accompanying this certification is the Quarterly Report on Form 10-Q for Old Dominion Freight Line, Inc., dated June 30, 2002, a periodic report filed by the issuer with the Securities Exchange Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), which contains financial statements.
- (3) I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge
  - o The periodic report containing the financial statements fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act, and
  - o The information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of the issuer for the periods presented.

/s/ EARL E. CONGDON

Name: Earl E. Congdon  
Date: August 9, 2002

Exhibit 99.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002

I, J. Wes Frye, state and attest that:

- (1) I am the Chief Financial Officer of Old Dominion Freight Line, Inc.
- (2) Accompanying this certification is the Quarterly Report on Form 10-Q for Old Dominion Freight Line, Inc., dated June 30, 2002, a periodic report filed by the issuer with the Securities Exchange Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), which contains financial statements.
- (3) I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge
  - o The periodic report containing the financial statements fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act, and
  - o The information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of the issuer for the periods presented.

/s/ J. WES FRYE

Name: J. Wes Frye  
Date: August 9, 2002