

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

FORM 8-K/A

Amendment No. 1

CURRENT REPORT

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

Date of report (Date of earliest event reported): **March 8, 2018**

OLD DOMINION FREIGHT LINE, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

0-19582
(Commission
File Number)

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

500 Old Dominion Way
Thomasville, North Carolina 27360
(Address of principal executive offices)
(Zip Code)

(336) 889-5000
(Registrant's telephone number, including area code)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

This Amendment No. 1 on Form 8-K/A (this “Report”) amends the Current Report on Form 8-K (the “Form 8-K”) filed by Old Dominion Freight Line, Inc. (the “Company”) on March 9, 2018 that reported, among other events, that in connection with the transition of David S. Congdon to Executive Chairman, the Company expected to enter into a Third Amendment to Amended and Restated Employment Agreement with Mr. Congdon (the “Amendment”). On May 16, 2018, the Board of Directors of the Company (the “Board”), upon the recommendation of the Compensation Committee of the Board, approved and the Company entered into the Amendment. The Amendment modifies Sections 2.18, 4.1 and 28(c) of the employment agreement to reflect Mr. Congdon’s new role as Executive Chairman. The foregoing summary of the material terms of the Amendment is qualified in its entirety by reference to the copy of the Amendment included as Exhibit 10.17.23 to this Report and incorporated herein by reference. This Report is also being filed to correct a clerical error in the Form 8-K regarding Mr. Congdon’s participation factor in the Company’s Performance Incentive Plan, which remains unchanged at 1.04% following his transition to Executive Chairman.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

10.17.23 [Third Amendment to Amended and Restated Employment Agreement, effective May 16, 2018, by and between Old Dominion Freight Line, Inc. and David S. Congdon](#)

SIGNATURE

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

By: OLD DOMINION FREIGHT LINE, INC.
/s/ Kimberly S. Maready
Kimberly S. Maready
Vice President - Accounting & Finance
(Principal Accounting Officer)

Date: May 17, 2018

**THIRD AMENDMENT
TO
AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “Amendment”), is made and entered into on the 16th day of May, 2018, to be effective immediately, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the Commonwealth of Virginia and having its principal office at Thomasville, North Carolina, and **David S. Congdon** (the “Executive”), an individual residing at High Point, North Carolina.

RECITALS:

The Company and the Executive previously entered into an Amended and Restated Employment Agreement, effective as of June 1, 2008, as amended by that certain First Amendment to Amended and Restated Employment Agreement, effective as of November 1, 2012, and that certain Second Amendment to Amended and Restated Employment Agreement, effective as of October 20, 2016 (the “Amended and Restated Employment Agreement”). The parties now desire to amend certain provisions of the Amended and Restated Employment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in the Amended and Restated Employment Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Section 2.18 of the Amended and Restated Employment Agreement is hereby replaced with the following:

“2.18. “Fundamental Disagreement” means a material disagreement between the Executive and the Board that occurs after a Change of Control and concerns the strategic direction of the Company or another issue of fundamental importance to the Company, as described in a written notice provided by the Executive to the Lead Independent Director, provided that (i) the material disagreement occurs within three (3) years after the Change of Control, (ii) the Executive is the Executive Chairman of the Company at the time of the Executive’s written notice to the Board, (iii) within sixty (60) days after the date of such written notice, a majority of the members of the Board who are not members of the family (as defined in Section 2.6(a)) of the Executive confirm in writing that there exists a material disagreement with the Board about the strategic direction of the Company or another issue of fundamental importance to the Company that makes it impracticable for the Executive to continue to serve as the Executive Chairman of the Company, and (iv) there has existed no For Cause basis for the Executive’s termination during the Term.”

2. Section 4.1 of the Amended and Restated Employment Agreement is hereby replaced with the following:

“4.1. Position and Responsibilities. During the Term (as defined in Sections 2.24 and 5.1), the Executive shall serve as Executive Chairman of the Company’s Board of Directors on the conditions herein provided. The position of Executive Chairman shall be an executive officer position. The Executive shall perform such duties as are customarily performed by one holding the position of Executive Chairman and shall additionally render such other services and duties as may be reasonably assigned to him from time to time by the Company, consistent with his position. The Executive shall at all times report to the Board. The Executive consents to the transition to serve as Executive Chairman, and the Company and the Executive agree that Executive’s service as Executive Chairman shall not constitute “Good Reason” under Section 2.19 of the Agreement.”

3. Section 28(c) of the Amended and Restated Employment Agreement is hereby replaced with the following:
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“(c) If to the Lead Independent Director:
Lead Independent Director of the Board of Directors
c/o Old Dominion Freight Line, Inc.
Attention: General Counsel
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289”

4. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. Except as otherwise provided in this Amendment, the terms and provisions of the Amended and Restated Employment Agreement shall continue in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first above written.

[signature page follows]

EXECUTIVE

/s/ David S. Congdon
David S. Congdon

OLD DOMINION FREIGHT LINE, INC.

By: /s/ Greg C. Gantt
Name: Greg C. Gantt
Title: President and Chief Executive Officer

Attest:

/s/ Ross H. Parr
Name: Ross H. Parr
Title: Secretary