

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

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**SCHEDULE 13D**  
Rule 13d-101

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED  
PURSUANT TO § 240.13d-1(a) AND  
AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)\***

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**Old Dominion Freight Line, Inc.**  
(Name of issuer)

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**Common Stock, \$0.10 par value per share**  
(Title of class of securities)

**679580100**  
(CUSIP number)

**Joel B. McCarty, Jr.**  
**c/o Old Dominion Freight Line, Inc.**  
**500 Old Dominion Way**  
**Thomasville, North Carolina 27360**  
**(336) 889-5000**

(Name, address and telephone number of person authorized to receive notices and communications)

**August 30, 2010**  
(Date of event which requires filing of this statement)

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

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

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

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

CUSIP No. 679580100	
1.	Names of reporting persons Earl E. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 2,091,437
	8. Shared voting power 210,937
	9. Sole dispositive power 2,091,437
	10. Shared dispositive power 210,937
11.	Aggregate amount beneficially owned by each reporting person 2,302,374
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input checked="" type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 4.1%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons David S. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 1,329,959
	8. Shared voting power 1,259,206
	9. Sole dispositive power 1,329,959
	10. Shared dispositive power 1,259,206
11.	Aggregate amount beneficially owned by each reporting person 2,589,165
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 4.6%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Marilyn M. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 154,602
	9. Sole dispositive power 0
	10. Shared dispositive power 154,602
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Kathryn L. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 154,602
	9. Sole dispositive power 0
	10. Shared dispositive power 154,602
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Helen S. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 519,351
	9. Sole dispositive power 0
	10. Shared dispositive power 519,351
11.	Aggregate amount beneficially owned by each reporting person 519,351
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.9%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Audrey L. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 632,345
	8. Shared voting power 2,249,386
	9. Sole dispositive power 632,345
	10. Shared dispositive power 2,249,386
11.	Aggregate amount beneficially owned by each reporting person 2,881,731
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 5.2%
14.	Type of reporting person (see instructions) IN



CUSIP No. 679580100	
1.	Names of reporting persons Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization North Carolina
Number of shares beneficially owned by each reporting person with	7. Sole voting power 47,083
	8. Shared voting power 0
	9. Sole dispositive power 47,083
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 47,083
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.1%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John B. Yowell
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 1,818,735
	9. Sole dispositive power 0
	10. Shared dispositive power 1,818,735
11.	Aggregate amount beneficially owned by each reporting person 1,818,735
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 3.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization North Carolina
Number of shares beneficially owned by each reporting person with	7. Sole voting power 154,602
	8. Shared voting power 0
	9. Sole dispositive power 154,602
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization North Carolina
Number of shares beneficially owned by each reporting person with	7. Sole voting power 154,602
	8. Shared voting power 0
	9. Sole dispositive power 154,602
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons Karen C. Pigman
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 944,555
	8. Shared voting power 894,457
	9. Sole dispositive power 944,555
	10. Shared dispositive power 894,457
11.	Aggregate amount beneficially owned by each reporting person 1,839,012
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 3.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Melissa A. Penley
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 154,602
	9. Sole dispositive power 0
	10. Shared dispositive power 154,602
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Matthew A. Penley
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 154,602
	9. Sole dispositive power 0
	10. Shared dispositive power 154,602
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Mark A. Penley
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 0
	8. Shared voting power 154,602
	9. Sole dispositive power 0
	10. Shared dispositive power 154,602
11.	Aggregate amount beneficially owned by each reporting person 154,602
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.3%
14.	Type of reporting person (see instructions) IN



CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 2,787,257
	8. Shared voting power 210,937
	9. Sole dispositive power 2,787,257
	10. Shared dispositive power 210,937
11.	Aggregate amount beneficially owned by each reporting person 2,998,194
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 5.4%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Natalie N. Congdon Revocable Trust Dated August 29, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 8,767
	8. Shared voting power 0
	9. Sole dispositive power 8,767
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 8,767
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.02%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon, Jr.
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 1,780,886
	8. Shared voting power 999,339
	9. Sole dispositive power 1,780,886
	10. Shared dispositive power 999,339
11.	Aggregate amount beneficially owned by each reporting person 2,780,225
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 5.0%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Susan C. Terry
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 816,261
	8. Shared voting power 0
	9. Sole dispositive power 816,261
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 816,261
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 1.5%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons Jeffrey W. Congdon
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization U.S.
Number of shares beneficially owned by each reporting person with	7. Sole voting power 2,067,491
	8. Shared voting power 999,339
	9. Sole dispositive power 2,067,491
	10. Shared dispositive power 999,339
11.	Aggregate amount beneficially owned by each reporting person 3,066,830
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 5.5%
14.	Type of reporting person (see instructions) IN

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 354,574
	8. Shared voting power 0
	9. Sole dispositive power 354,574
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 354,574
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 354,826
	8. Shared voting power 0
	9. Sole dispositive power 354,826
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 354,826
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 328,093
	8. Shared voting power 0
	9. Sole dispositive power 328,093
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 328,093
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO



CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 332,461
	8. Shared voting power 0
	9. Sole dispositive power 332,461
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 332,461
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 332,459
	8. Shared voting power 0
	9. Sole dispositive power 332,459
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 332,459
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 342,372
	8. Shared voting power 0
	9. Sole dispositive power 342,372
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 342,372
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 331,845
	8. Shared voting power 0
	9. Sole dispositive power 331,845
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 331,845
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

CUSIP No. 679580100	
1.	Names of reporting persons John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC use only
4.	Source of funds (see instructions) N/A
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or place of organization Virginia
Number of shares beneficially owned by each reporting person with	7. Sole voting power 325,122
	8. Shared voting power 0
	9. Sole dispositive power 325,122
	10. Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 325,122
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>
13.	Percent of class represented by amount in Row (11) 0.6%
14.	Type of reporting person (see instructions) OO

**Item 1. Security and Issuer**

This statement relates to the shares of common stock, \$0.10 par value per share (the “Common Stock”), of Old Dominion Freight Line, Inc., a Virginia corporation (the “Company”). The principal executive offices of the Company are located at 500 Old Dominion Way, Thomasville, NC 27360.

**Item 2. Identity and Background**

**(a)-(c), (f)** This statement is being filed jointly by (i) Earl E. Congdon, as trustee of the Earl E. Congdon Revocable Trust; (ii) David S. Congdon, as trustee of the David S. Congdon Revocable Trust and the Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004 and as custodian for Ashlyn L. Congdon; (iii) Marilyn M. Congdon, as trustee of the Marilyn Marie Congdon Revocable Declaration of Trust; (iv) Kathryn L. Congdon, as trustee of the Kathryn Leigh Congdon Revocable Declaration of Trust; (v) Helen S. Congdon; (vi) Audrey L. Congdon, as trustee of the Audrey L. Congdon Revocable Trust and as co-trustee of the Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 and the Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010; (vii) the Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004; (viii) John B. Yowell, as co-trustee of the Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 and the Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010; (ix) the Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010; (x) the Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010; (xi) Karen C. Pigman, as trustee of the Karen C. Pigman Revocable Trust; (xii) Melissa A. Penley, as trustee of the Melissa A. Penley Revocable Trust; (xiii) Matthew A. Penley, as trustee of the Matthew A. Penley Revocable Trust; (xiv) Mark A. Penley, as trustee of the Mark A. Penley Revocable Trust; (xv) John R. Congdon, as trustee of the John R. Congdon Revocable Trust and the Natalie N. Congdon Revocable Trust Dated August 29, 1991; (xvi) the Natalie N. Congdon Revocable Trust Dated August 29, 1991; (xvii) John R. Congdon, Jr., as trustee of the John R. Congdon, Jr. Revocable Trust, the John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991 and the John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991 and as co-trustee of the John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991, the John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 and the John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991; (xviii) Susan C. Terry, as trustee of the Susan C. Terry Revocable Trust; (xix) Jeffrey W. Congdon, as trustee of the Jeffrey W. Congdon Revocable Trust, the John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991, the John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991 and the John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991 and as co-trustee of the John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991, the John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 and the John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991; (xx) the John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991; (xxi) the John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991; (xxii) the John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991; (xxiii) the John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991; (xxiv) the John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991; (xxv) the John R.

Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991; (xxvi) the John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 and (xxvii) the John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991 (collectively, the “Filing Group”).

Earl E. Congdon is a United States citizen whose address is 500 Old Dominion Way, Thomasville, NC 27360. He is a director and the Executive Chairman of the Company. Earl E. Congdon is the brother of John R. Congdon and the father of David S. Congdon, Audrey L. Congdon and Karen C. Pigman and the father-in-law of John B. Yowell. As of August 30, 2010, Earl E. Congdon has sole voting and dispositive power with respect to 30,681 shares of Common Stock held in his 401(k) plan, 1,227,422 shares held as trustee of the Earl E. Congdon Revocable Trust and 833,334 shares held as trustee of the Earl E. Congdon Grantor Retained Annuity Trust – 2010. He shares voting and dispositive power with respect to 210,937 shares of Common Stock owned by the 1998 Earl E. Congdon Family Trust. Earl E. Congdon’s wife beneficially owns directly and indirectly an additional 521,437 shares of Common Stock, and the Earl E. Congdon GRAT Remainder Trust beneficially owns directly an additional 430,651 shares of Common Stock, with respect to all of which shares Earl E. Congdon disclaims beneficial ownership.

David S. Congdon is a United States citizen whose address is 500 Old Dominion Way, Thomasville, NC 27360. He is a director and the President and Chief Executive Officer of the Company. David S. Congdon is the son of Earl E. Congdon, the brother of Audrey L. Congdon and Karen C. Pigman, the husband of Helen S. Congdon and the father of Marilyn M. Congdon, Kathryn L. Congdon and Ashlyn L. Congdon. As of August 30, 2010, David S. Congdon has sole voting and dispositive power with respect to 44,367 shares of Common Stock, 32,571 shares held in his 401(k) plan, 726,742 shares held as trustee of the David S. Congdon Revocable Trust, 150,000 shares held as trustee of the David S. Congdon February 2010 Grantor Retained Annuity Trust, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Marilyn Congdon, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Kathryn Congdon, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Ashlyn Congdon, 154,602 shares held as custodian for Ashlyn L. Congdon and 47,083 shares held as trustee of the Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004. He shares voting and dispositive power with respect to 430,651 shares held as co-trustee of the Earl E. Congdon GRAT Remainder Trust, 63,750 shares held by Helen S. Congdon, 418,551 shares held by Helen S. Congdon as trustee of the David S. Congdon Irrevocable Trust #1, 37,050 shares held by Helen S. Congdon as trustee of the David S. Congdon Irrevocable Trust #2, 154,602 shares held by Marilyn M. Congdon as trustee of the Marilyn Marie Congdon Revocable Declaration of Trust and 154,602 shares held by Kathryn L. Congdon as trustee of the Kathryn Leigh Congdon Revocable Declaration of Trust.

Marilyn M. Congdon is a United States citizen whose address is 500 Old Dominion Way, Thomasville, NC 27360. She is a homemaker. Marilyn M. Congdon is the daughter of David S. Congdon and Helen S. Congdon and the sister of Kathryn L. Congdon and Ashlyn L. Congdon. As of August 30, 2010, the Marilyn Marie Congdon Revocable Declaration of Trust beneficially owns 154,602 shares of Common Stock. Although Marilyn M. Congdon, as trustee, has sole

voting and dispositive power over those shares, her beneficial ownership is shown in this Schedule 13D as shared with David S. Congdon.

Kathryn L. Congdon is a United States citizen whose address is 500 Old Dominion Way, Thomasville, NC 27360. She is a homemaker. Kathryn L. Congdon is the daughter of David S. Congdon and Helen S. Congdon and the sister of Marilyn M. Congdon and Ashlyn L. Congdon. As of August 30, 2010, the Kathryn Leigh Congdon Revocable Declaration of Trust beneficially owns 154,602 shares of Common Stock. Although Kathryn L. Congdon, as trustee, has sole voting and dispositive power over those shares, her beneficial ownership is shown in this Schedule 13D as shared with David S. Congdon.

Helen S. Congdon is a United States citizen whose address is 500 Old Dominion Way, Thomasville, NC 27360. She is a homemaker. Helen S. Congdon is the wife of David S. Congdon and the mother of Marilyn M. Congdon, Kathryn L. Congdon and Ashlyn L. Congdon. As of August 30, 2010, Helen S. Congdon owns 63,750 shares of Common Stock, 418,551 shares as trustee of the David S. Congdon Irrevocable Trust #1 and 37,050 shares as trustee of the David S. Congdon Irrevocable Trust #2. Although Helen S. Congdon has sole voting and dispositive power over these shares, her beneficial ownership is shown in this Schedule 13D as shared with David S. Congdon.

Audrey L. Congdon is a United States citizen whose address is 606 Hillcrest Drive, High Point, NC 27262. She is a homemaker. Audrey L. Congdon is the daughter of Earl E. Congdon, the sister of David S. Congdon and Karen C. Pigman, the wife of John B. Yowell and the mother of Seth M. Yowell and Megan E. Yowell. As of August 30, 2010, Audrey L. Congdon has sole voting and dispositive power with respect to 75,798 shares of Common Stock held as trustee of the Karen C. Pigman Irrevocable Trust Number One, 130,975 shares held as trustee of the Melissa Penley Trust #1, 130,974 shares held as trustee of the Matthew Penley Trust #1, 130,972 shares held as trustee of the Mark Penley Trust #1 and 163,626 shares held as trustee of the Karen C. Pigman February 2009 Grantor Retained Annuity Trust. She shares voting and investment control over 154,602 shares held as co-trustee of the Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010, 154,602 shares held as co-trustee of the Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 and 430,651 shares held as co-trustee of the Earl E. Congdon GRAT Remainder Trust. She has sole voting and dispositive power over 8,929 shares held directly, 846,225 shares held as trustee of the Audrey Lee Congdon Revocable Trust, 150,000 shares held as trustee of the Audrey L. Congdon February 2010 Grantor Retained Annuity Trust, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Megan Yowell and 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Seth Yowell; however, her beneficial ownership of these shares is shown in this Schedule 13D as shared with John B. Yowell. John B. Yowell has sole voting and dispositive power over 104,856 shares held directly, 25,937 shares held in his 401(k) plan and 257,188 shares held as trustee of the Audrey L. Congdon Irrevocable Trust #1; however, his beneficial ownership of these shares is shown in this Schedule 13D as shared with Audrey L. Congdon.

Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004 is a trust established under the laws of the State of North Carolina for the benefit of Audrey L. Congdon



and has an address of 606 Hillcrest Drive, High Point, NC 27262. David S. Congdon, as trustee, has sole voting and dispositive power over the 47,083 shares of Common Stock held by the trust as of August 30, 2010.

John B. Yowell is a United States citizen whose address is 606 Hillcrest Drive, High Point, NC 27262. He is the Executive Vice President and Chief Operating Officer of the Company. John B. Yowell is the husband of Audrey L. Congdon and the father of Seth M. Yowell and Megan E. Yowell. As of August 30, 2010, John B. Yowell shares voting and investment control over 154,602 shares of Common Stock held as co-trustee of the Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 and 154,602 shares held as co-trustee of the Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010. He has sole voting and dispositive power over 104,856 shares held directly, 25,937 shares held in his 401(k) plan and 257,188 shares held as trustee of the Audrey L. Congdon Irrevocable Trust #1; however, his beneficial ownership of these shares is shown in this Schedule 13D as shared with Audrey L. Congdon. Audrey L. Congdon has sole voting and dispositive power over 8,929 shares held directly, 846,225 shares held as trustee of the Audrey Lee Congdon Revocable Trust, 150,000 shares held as trustee of the Audrey L. Congdon February 2010 Grantor Retained Annuity Trust, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Megan Yowell and 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Seth Yowell; however, her beneficial ownership of these shares is shown in this Schedule 13D as shared with John B. Yowell.

Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 is a trust established under the laws of the State of North Carolina for the benefit of Seth Morgan Yowell and has an address of 606 Hillcrest Drive, High Point, NC 27262. Audrey L. Congdon and John B. Yowell, as co-trustees, have shared voting and dispositive power over the 154,602 shares of Common Stock held by the trust as of August 30, 2010.

Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010 is a trust established under the laws of the State of North Carolina for the benefit of Megan Elise Yowell and has an address of 606 Hillcrest Drive, High Point, NC 27262. Audrey L. Congdon and John B. Yowell, as co-trustees, have shared voting and dispositive power over the 154,602 shares of Common Stock held by the trust as of August 30, 2010.

Karen C. Pigman is a United States citizen whose address is 65 Beach Road South, Wilmington, NC 28411. She is a homemaker. Karen C. Pigman is the daughter of Earl E. Congdon, the sister of David S. Congdon and Audrey L. Congdon and the mother of Melissa A. Penley, Matthew A. Penley and Mark A. Penley. As of August 30, 2010, Karen C. Pigman has sole voting and dispositive power over 769,961 shares of Common Stock held as trustee of the Karen C. Pigman Revocable Trust, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Melissa Penley, 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Matthew Penley and 58,198 shares held as trustee of an Irrevocable Trust Agreement fbo Mark Penley. She shares voting and dispositive power with respect to 430,651 shares held as co-trustee of the Earl E. Congdon GRAT Remainder Trust, 154,602 shares held by Melissa A. Penley as trustee of the Melissa A. Penley Revocable Trust, 154,602 shares held by Matthew A.

Penley as trustee of the Matthew A. Penley Revocable Trust and 154,602 shares held by Mark A. Penley as trustee of the Mark A. Penley Revocable Trust.

Melissa A. Penley is a United States citizen whose address is 65 Beach Road South, Wilmington, NC 28411. She is self-employed as an actress and teacher. Melissa A. Penley is the daughter of Karen C. Pigman and the sister of Matthew A. Penley and Mark A. Penley. As of August 30, 2010, the Melissa A. Penley Revocable Trust beneficially owns 154,602 shares of Common Stock. Although Melissa A. Penley, as trustee, has sole voting and dispositive power over those shares, her beneficial ownership is shown in this Schedule 13D as shared with Karen C. Pigman.

Matthew A. Penley is a United States citizen whose address is 3608 Roy Messer Highway, White Pine, TN 37890. He is employed in sales with the Company at 3608 Roy Messer Highway, White Pine, TN 37890. Matthew A. Penley is the son of Karen C. Pigman and the brother of Melissa A. Penley and Mark A. Penley. As of August 30, 2010, the Matthew A. Penley Revocable Trust beneficially owns 154,602 shares of Common Stock. Although Matthew A. Penley, as trustee, has sole voting and dispositive power over those shares, his beneficial ownership is shown in this Schedule 13D as shared with Karen C. Pigman.

Mark A. Penley is a United States citizen whose address is 65 Beach Road South, Wilmington, NC 28411. He is employed as Fuel Manager of the Company. Mark A. Penley is the son of Karen C. Pigman and the brother of Melissa A. Penley and Matthew A. Penley. As of August 30, 2010, the Mark A. Penley Revocable Trust beneficially owns 154,602 shares of Common Stock. Although Mark A. Penley, as trustee, has sole voting and dispositive power over those shares, his beneficial ownership is shown in this Schedule 13D as shared with Karen C. Pigman.

John R. Congdon is a United States citizen whose address is 7511 Whitepine Road, Richmond, VA 23237. He is a director and the Vice Chairman of the Company and Chairman of the Board of Old Dominion Truck Leasing, Inc. ("Leasing"). John R. Congdon is the brother of Earl E. Congdon and the father of John R. Congdon, Jr., Jeffrey W. Congdon and Susan C. Terry. As of August 30, 2010, John R. Congdon has sole voting and dispositive power with respect to 1,849,171 shares of Common Stock held as trustee of the John R. Congdon Revocable Trust, 108,750 shares held as trustee of the John R. Congdon 2009 GRAT, 820,569 shares held as trustee of the John R. Congdon 2010 GRAT and 8,767 shares held as successor trustee of the Natalie N. Congdon Revocable Trust Dated August 29, 1991. He shares voting and dispositive power with respect to 210,937 shares of Common Stock owned by the 1998 Earl E. Congdon Family Trust.

Natalie N. Congdon Revocable Trust Dated August 29, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Natalie N. Congdon and has an address of 7511 Whitepine Road, Richmond, VA 23237. John R. Congdon, as the successor trustee of the trust after the death of Natalie Congdon, has sole voting and dispositive power over the 8,767 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon, Jr. is a United States citizen whose address is 7511 Whitepine Road, Richmond, VA 23237. He is a director of the Company and Vice Chairman of the Board of Directors of Leasing. John R. Congdon, Jr. is the son of John R. Congdon, the brother of Susan C. Terry and Jeffrey W. Congdon and the father of Mary Evelyn Congdon, Peter Whitefield Congdon and Michael Davis Congdon. As of August 30, 2010, John R. Congdon, Jr. has sole voting and dispositive power with respect to 75,000 shares of Common Stock held as trustee of the John R. Congdon, Jr. 2009 GRAT, 37,500 shares held as trustee of the John R. Congdon, Jr. 2010 GRAT #1, 37,500 shares held as trustee of the John R. Congdon, Jr. 2010 GRAT #2, 921,486 shares held as trustee of the John R. Congdon, Jr. Revocable Trust, 354,826 shares held as trustee of the John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991 and 354,574 shares held as trustee of the John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991. He shares voting and dispositive power with respect to 342,372 shares held as co-trustee of the John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991, 331,845 shares held as co-trustee of the John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 and 325,122 shares held as co-trustee of the John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991.

Susan C. Terry is a United States citizen whose address is 7511 Whitepine Road, Richmond, VA 23237. She is a homemaker. Susan C. Terry is the daughter of John R. Congdon, the sister of John R. Congdon, Jr. and Jeffrey W. Congdon and the mother of Kathryn Lawson Terry, Nathaniel Everett Terry and Hunter Andrew Terry. As of August 30, 2010, Susan C. Terry has sole voting and dispositive power with respect to 816,261 shares of Common Stock held as trustee of the Susan C. Terry Revocable Trust.

Jeffrey W. Congdon is a United States citizen whose address is 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon is the President of Leasing. He is the son of John R. Congdon, the brother of Susan C. Terry and John R. Congdon, Jr. and the father of Mark Ross Congdon and Jeffrey Whitefield Congdon, Jr. As of August 30, 2010, Jeffrey W. Congdon has sole voting and dispositive power with respect to 75,000 shares of Common Stock held as trustee of the Jeffrey W. Congdon 2009 GRAT, 37,500 shares held as trustee of the Jeffrey W. Congdon 2010 GRAT #1, 37,500 shares held as trustee of the Jeffrey W. Congdon 2010 GRAT #2, 924,478 shares held as trustee of the Jeffrey W. Congdon Revocable Trust, 332,459 shares held as trustee of the John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991, 328,093 shares held as trustee of the John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991 and 332,461 shares held as trustee of the John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991. He shares voting and dispositive power with respect to 342,372 shares held as co-trustee of the John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991, 331,845 shares held as co-trustee of the John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 and 325,122 shares held as co-trustee of the John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991.

John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Jeffrey Whitefield Congdon, Jr. and has an address of 7511 Whitepine Road, Richmond, VA 23237.

John R. Congdon, Jr., as trustee, has sole voting and dispositive power over the 354,374 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Mark Ross Congdon and has an address of 7511 Whitepine Road, Richmond, VA 23237. John R. Congdon, Jr, as trustee, has sole voting and dispositive power over the 354,826 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Peter Whitefield Congdon and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon, as trustee, has sole voting and dispositive power over the 328,093 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Michael Davis Congdon and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon, as trustee, has sole voting and dispositive power over the 332,461 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Mary Evelyn Congdon and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon, as trustee, has sole voting and dispositive power over the 332,459 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Kathryn Lawson Terry and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon and John R. Congdon, Jr., as co-trustees, have shared voting and dispositive power over the 342,372 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Nathaniel Everett Terry and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon and John R. Congdon, Jr., as co-trustees, have shared voting and dispositive power over the 331,845 shares of Common Stock held by the trust as of August 30, 2010.

John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991 is a trust established under the laws of the Commonwealth of Virginia for the benefit of Hunter Andrew Terry and has an address of 7511 Whitepine Road, Richmond, VA 23237. Jeffrey W. Congdon and John R. Congdon, Jr., as co-trustees, have shared voting and dispositive power over the 325,122 shares of Common Stock held by the trust as of August 30, 2010.

The principal business of the Company, a leading less-than-truckload (“LTL”), non-union motor carrier, is to provide regional, inter-regional and national LTL service and value-added logistics services from a single integrated organization. The principal executive offices of the Company are located at 500 Old Dominion Way, Thomasville, NC 27360. The principal business of Leasing is to purchase and lease tractors, trailers and other vehicles. The principal executive offices of Leasing are 7511 Whitepine Road, Richmond, VA 23237.

During the last five years, no member of the Filing Group has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, no member of the Filing Group has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in the member of the Filing Group being subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

The Filing Group was not formed to make any purchases of Common Stock, and the Filing Group has no present intention to make any such purchases. As explained in Item 4, below, the Filing Group was formed to facilitate certain sales of Common Stock by members of the Filing Group. The existing shares of Common Stock owned by each member of the Filing Group were acquired by gift from the Company’s founders and other family members, by open market and 401(k) plan purchases and by stock splits.

This statement does not report the acquisition of any additional shares of Common Stock by any member of the Filing Group except insofar as any of the members of the Filing Group may be deemed for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended (the “Act”), to have acquired beneficial ownership of the shares of Common Stock held by any other member of the Filing Group. As such, there is no use of funds or other consideration to report on this statement.

**Item 4. Purpose of the Transaction**

The Filing Group, consisting of members of the Congdon family and trusts under their control, formed a group to facilitate the sale of a portion of their holdings of Common Stock. These sales of Common Stock are intended to diversify each individual family member's holdings and to help meet estate and tax planning goals.

On August 30, 2010, the members of the Filing Group, or trusts of which members of the Filing Group are trustees or co-trustees, adopted individual pre-arranged stock trading plans in accordance with Rule 10b5-1 of the Act (collectively the "10b5-1 Plans"). Rule 10b5-1 allows directors, officers and other persons who are not in possession of material, non-public information to establish stock trading plans for the orderly sale of predetermined amounts of securities over a specified period of time at predetermined prices. Pursuant to the 10b5-1 Plans, the members of the Filing Group may sell up to an aggregate of 2,236,300 shares of Common Stock between September 13, 2010 and December 31, 2010. As of August 30, 2010, the Filing Group beneficially owned 17,723,651 shares of Common Stock, representing 31.7% of the total number of outstanding shares of Common Stock. Assuming that the maximum number of shares of Common Stock that may be sold pursuant to the 10b5-1 Plans is sold by the Filing Group (2,236,300 shares), the Filing Group would beneficially own 27.7% of the Company's outstanding Common Stock as of December 31, 2010. There is no guarantee as to the exact number of shares, if any, that will be sold pursuant to the 10b5-1 Plans.

Except as set forth herein, the Filing Group does not have any present plans or proposals that relate to or would result in any of the actions specified in clauses (a) through (j) of the instructions to this Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer**

Earl E. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 2,302,374  
Percentage: 4.1%
- (b) Sole power to vote or direct the vote: 2,091,437  
Shared power to vote or direct the vote: 210,937  
Sole power to dispose or direct the disposition: 2,091,437  
Shared power to dispose or direct the disposition: 210,937
- (c) None.
- (d) None.
- (e) Not applicable.

David S. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 2,589,165  
Percentage: 4.6%
- (b) Sole power to vote or direct the vote: 1,329,959  
Shared power to vote or direct the vote: 1,259,206  
Sole power to dispose or direct the disposition: 1,329,959  
Shared power to dispose or direct the disposition: 1,259,206
- (c) None.
- (d) None.
- (e) Not applicable.

Marilyn M. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%
- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 154,602  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 154,602
- (c) None.
- (d) None.
- (e) Not applicable.

Kathryn L. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%
- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 154,602  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 154,602
- (c) None.
- (d) None.

(e) Not applicable.

Helen S. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 519,351  
Percentage: 0.9%
- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 519,351  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 519,351
- (c) None.
- (d) None.
- (e) Not applicable.

Audrey L. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 2,881,731  
Percentage: 5.2%
- (b) Sole power to vote or direct the vote: 632,345  
Shared power to vote or direct the vote: 2,249,386  
Sole power to dispose or direct the disposition: 632,345  
Shared power to dispose or direct the disposition: 2,249,386
- (c) None.
- (d) None.
- (e) Not applicable.

Audrey L. Congdon Irrevocable Trust Number Two Dated May 28, 2004

- (a) Aggregate number of shares of Common Stock beneficially owned: 47,083  
Percentage: 0.1%
- (b) Sole power to vote or direct the vote: 47,083  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 47,083  
Shared power to dispose or direct the disposition: 0



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CUSIP No. 679580100

- (c) None.
- (d) None.
- (e) Not applicable.

John B. Yowell

- (a) Aggregate number of shares of Common Stock beneficially owned: 1,818,735  
Percentage: 3.3%
- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 1,818,735  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 1,818,735
- (c) None.
- (d) None.
- (e) Not applicable.

Seth Morgan Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010

- (a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%
- (b) Sole power to vote or direct the vote: 154,602  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 154,602  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

Megan Elise Yowell Irrevocable Inter Vivos Trust Dated August 25, 2010

- (a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%
- (b) Sole power to vote or direct the vote: 154,602  
Shared power to vote or direct the vote: 0

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CUSIP No. 679580100

Sole power to dispose or direct the disposition: 154,602  
Shared power to dispose or direct the disposition: 0

- (c) None.
- (d) None.
- (e) Not applicable.

Karen C. Pigman

(a) Aggregate number of shares of Common Stock beneficially owned: 1,839,012  
Percentage: 3.3%

(b) Sole power to vote or direct the vote: 944,555  
Shared power to vote or direct the vote: 894,457  
Sole power to dispose or direct the disposition: 944,555  
Shared power to dispose or direct the disposition: 894,457

- (c) None.
- (d) None.
- (e) Not applicable.

Melissa A. Penley

(a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%

(b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 154,602  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 154,602

- (c) None.
- (d) None.
- (e) Not applicable.

Matthew A. Penley

(a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%

- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 154,602  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 154,602
- (c) None.
- (d) None.
- (e) Not applicable.

Mark A. Penley

- (a) Aggregate number of shares of Common Stock beneficially owned: 154,602  
Percentage: 0.3%
- (b) Sole power to vote or direct the vote: 0  
Shared power to vote or direct the vote: 154,602  
Sole power to dispose or direct the disposition: 0  
Shared power to dispose or direct the disposition: 154,602
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 2,998,194  
Percentage: 5.4%
- (b) Sole power to vote or direct the vote: 2,787,257  
Shared power to vote or direct the vote: 210,937  
Sole power to dispose or direct the disposition: 2,787,257  
Shared power to dispose or direct the disposition: 210,937
- (c) None.
- (d) None.
- (e) Not applicable.

Natalie N. Congdon Revocable Trust Dated August 29, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 8,767  
Percentage: 0.02%
- (b) Sole power to vote or direct the vote: 8,767  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 8,767  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon, Jr.

- (a) Aggregate number of shares of Common Stock beneficially owned: 2,780,225  
Percentage: 5.0%
- (b) Sole power to vote or direct the vote: 1,780,886  
Shared power to vote or direct the vote: 999,339  
Sole power to dispose or direct the disposition: 1,780,886  
Shared power to dispose or direct the disposition: 999,339
- (c) None.
- (d) None.
- (e) Not applicable.

Susan C. Terry

- (a) Aggregate number of shares of Common Stock beneficially owned: 816,261  
Percentage: 1.5%
- (b) Sole power to vote or direct the vote: 816,261  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 816,261  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.

(e) Not applicable.

Jeffrey W. Congdon

- (a) Aggregate number of shares of Common Stock beneficially owned: 3,066,830  
Percentage: 5.5%
- (b) Sole power to vote or direct the vote: 2,067,491  
Shared power to vote or direct the vote: 999,339  
Sole power to dispose or direct the disposition: 2,067,491  
Shared power to dispose or direct the disposition: 999,339
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Jeffrey Whitefield Congdon, Jr. Dated January 2, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 354,574  
Percentage: 0.6%
- (b) Sole power to vote or direct the vote: 354,574  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 354,574  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Mark Ross Congdon Dated January 2, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 354,826  
Percentage: 0.6%
- (b) Sole power to vote or direct the vote: 354,826  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 354,826  
Shared power to dispose or direct the disposition: 0

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CUSIP No. 679580100

- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Peter Whitefield Congdon Dated January 2, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 328,093  
Percentage: 0.6%
- (b) Sole power to vote or direct the vote: 328,093  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 328,093  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Michael Davis Congdon Dated January 2, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 332,461  
Percentage: 0.6%
- (b) Sole power to vote or direct the vote: 332,461  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 332,461  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Mary Evelyn Congdon Dated January 2, 1991

- (a) Aggregate number of shares of Common Stock beneficially owned: 332,459  
Percentage: 0.6%
- (b) Sole power to vote or direct the vote: 332,459

Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 332,459  
Shared power to dispose or direct the disposition: 0

- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Kathryn Lawson Terry Dated January 2, 1991

(a) Aggregate number of shares of Common Stock beneficially owned: 342,372  
Percentage: 0.6%

(b) Sole power to vote or direct the vote: 342,372  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 342,372  
Shared power to dispose or direct the disposition: 0

- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Nathaniel Everett Terry Dated January 2, 1991

(a) Aggregate number of shares of Common Stock beneficially owned: 331,845  
Percentage: 0.6%

(b) Sole power to vote or direct the vote: 331,845  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 331,845  
Shared power to dispose or direct the disposition: 0

- (c) None.
- (d) None.
- (e) Not applicable.

John R. Congdon Trust for Hunter Andrew Terry Dated January 2, 1991

(a) Aggregate number of shares of Common Stock beneficially owned: 325,122

Percentage: 0.6%

- (b) Sole power to vote or direct the vote: 325,122  
Shared power to vote or direct the vote: 0  
Sole power to dispose or direct the disposition: 325,122  
Shared power to dispose or direct the disposition: 0
- (c) None.
- (d) None.
- (e) Not applicable.

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

Other than the Joint Filing Agreement filed as Exhibit 1 to this statement, the 10b5-1 Plans described in Item 4 above, the form of which is filed as Exhibit 3 to this statement, and the various trusts established for the benefit of members of the Filing Group and their families, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the members of the Filing Group and between such members of the Filing Group and any person with respect to any securities of the Company, including but not limited to transfer or voting any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

See Items 1 and 2 above regarding disclosure of the relationships between members of the Filing Group, which disclosure is incorporated herein by reference.

**Item 7. Material to be filed as Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
1	Joint Filing Agreement, dated September 9, 2010, between and among the members of the Filing Group, pursuant to Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended.
2	Power of Attorney executed by the members of the Filing Group authorizing Joel B. McCarty, Jr., J. Wes Frye, John P. Booker, III and Alice G. Gibson, and each of them, to sign and file Schedule 13D and related documents and amendments thereto on behalf of each person or entity who executed such Power of Attorney.
3	Form of Rule 10b5-1 Sales Plan between Stifel, Nicolaus & Company, Incorporated and the members of the Filing Group, or



trusts of which members of the Filing Group are trustees or co-trustees.

**SIGNATURES**

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

Date: September 9, 2010

EARL E. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Earl E. Congdon

DAVID S. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

David S. Congdon

MARILYN M. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Marilyn M. Congdon

KATHRYN L. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Kathryn L. Congdon

HELEN S. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Helen S. Congdon

AUDREY L. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Audrey L. Congdon

AUDREY L. CONGDON IRREVOCABLE TRUST  
NUMBER TWO DATED MAY 28, 2004

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

David S. Congdon, Trustee

JOHN B. YOWELL

/s/ Joel B. McCarty, Jr., by Power of Attorney  
John B. Yowell

SETH MORGAN YOWELL IRREVOCABLE INTER  
VIVOS TRUST DATED AUGUST 25, 2010

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Audrey L. Congdon, Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John B. Yowell, Co-Trustee

MEGAN ELISE YOWELL IRREVOCABLE INTER  
VIVOS TRUST AUGUST 25, 2010

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Audrey L. Congdon, Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John B. Yowell, Co-Trustee

KAREN C. PIGMAN

/s/ Joel B. McCarty, Jr., by Power of Attorney  
Karen C. Pigman

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Matthew A. Penley

MARK A. PENLEY

/s/ Joel B. McCarty, Jr., by Power of Attorney  
Mark A. Penley

JOHN R. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon

NATALIE N. CONGDON REVOCABLE TRUST  
DATED AUGUST 29, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Trustee

JOHN R. CONGDON, JR.

/s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Jr.

SUSAN C. TERRY

/s/ Joel B. McCarty, Jr., by Power of Attorney

Susan C. Terry

JEFFREY W. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Jeffrey W. Congdon

JOHN R. CONGDON TRUST FOR JEFFREY  
WHITEFIELD CONGDON, JR. DATED JANUARY  
2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Jr., Trustee

JOHN R. CONGDON TRUST FOR MARK ROSS  
CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Jr., Trustee

JOHN R. CONGDON TRUST FOR PETER  
WHITEFIELD CONGDON DATED JANUARY 2,  
1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MICHAEL  
DAVIS CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MARY EVELYN  
CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR KATHRYN  
LAWSON TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

JOHN R. CONGDON TRUST FOR NATHANIEL  
EVERETT TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

JOHN R. CONGDON TRUST FOR HUNTER  
ANDREW TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
1	Joint Filing Agreement, dated September 9, 2010, between and among the members of the Filing Group, pursuant to Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended.
2	Power of Attorney executed by the members of the Filing Group authorizing Joel B. McCarty, Jr., J. Wes Frye, John P. Booker, III and Alice G. Gibson, and each of them, to sign and file Schedule 13D and related documents and amendments thereto on behalf of each person or entity who executed such Power of Attorney.
3	Form of Rule 10b5-1 Sales Plan between Stifel, Nicolaus & Company, Incorporated and the members of the Filing Group, or trusts of which members of the Filing Group are trustees or co-trustees

## JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a statement on Schedule 13D with respect to the common stock, no par value, of Old Dominion Freight Line, Inc., and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filing. The undersigned further agree that any amendments to such statement on Schedule 13D shall be filed jointly on behalf of each of them without the necessity of entering into additional joint filing agreements.

The undersigned further agree that each party hereto is responsible for timely filing of such statement on Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided, however, that no party is responsible for the completeness or accuracy of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

In evidence thereof the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of this 9th day of September, 2010.

EARL E. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney  
Earl E. Congdon

DAVID S. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney  
David S. Congdon

MARILYN M. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney  
Marilyn M. Congdon

KATHRYN L. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney  
Kathryn L. Congdon

---

HELEN S. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Helen S. Congdon

AUDREY L. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Audrey L. Congdon

AUDREY L. CONGDON IRREVOCABLE TRUST  
NUMBER TWO DATED MAY 28, 2004

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

David S. Congdon, Trustee

JOHN B. YOWELL

/s/ Joel B. McCarty, Jr., by Power of Attorney

John B. Yowell

SETH MORGAN YOWELL IRREVOCABLE INTER  
VIVOS TRUST DATED AUGUST 25, 2010

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

Audrey L. Congdon, Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John B. Yowell, Co-Trustee

MEGAN ELISE YOWELL IRREVOCABLE INTER  
VIVOS TRUST DATED AUGUST 25, 2010

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

Audrey L. Congdon, Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John B. Yowell, Co-Trustee



---

KAREN C. PIGMAN

/s/ Joel B. McCarty, Jr., by Power of Attorney

Karen C. Pigman

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/s/ Joel B. McCarty, Jr., by Power of Attorney

Melissa A. Penley

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/s/ Joel B. McCarty, Jr., by Power of Attorney

Matthew A. Penley

MARK A. PENLEY

/s/ Joel B. McCarty, Jr., by Power of Attorney

Mark A. Penley

JOHN R. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon

NATALIE N. CONGDON REVOCABLE TRUST  
DATED AUGUST 29, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Trustee

JOHN R. CONGDON, JR.

/s/ Joel B. McCarty, Jr., by Power of Attorney

John R. Congdon, Jr.

SUSAN C. TERRY

/s/ Joel B. McCarty, Jr., by Power of Attorney

Susan C. Terry

JEFFREY W. CONGDON

/s/ Joel B. McCarty, Jr., by Power of Attorney

Jeffrey W. Congdon

---

JOHN R. CONGDON TRUST FOR JEFFREY  
WHITEFIELD CONGDON, JR. DATED JANUARY  
2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Trustee

JOHN R. CONGDON TRUST FOR MARK ROSS  
CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Trustee

JOHN R. CONGDON TRUST FOR PETER  
WHITEFIELD CONGDON DATED JANUARY 2,  
1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MICHAEL  
DAVIS CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MARY EVELYN  
CONGDON DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR KATHRYN  
LAWSON TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

---

JOHN R. CONGDON TRUST FOR NATHANIEL  
EVERETT TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

JOHN R. CONGDON TRUST FOR HUNTER  
ANDREW TERRY DATED JANUARY 2, 1991

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
John R. Congdon, Jr., Co-Trustee

By: /s/ Joel B. McCarty, Jr., by Power of Attorney  
Jeffrey W. Congdon, Co-Trustee

**POWER OF ATTORNEY**

Know all by these presents that each of the undersigned hereby constitutes and appoints Joel B. McCarty, Jr., J. Wes Frye, John P. Booker, III and Alice G. Gibson, and each of them, the undersigned's true and lawful attorney-in-fact to:

(i) Execute for and on behalf of the undersigned, in the undersigned's capacity as beneficial owner of shares of common stock of Old Dominion Freight Line, Inc. (the "Company"), a Schedule 13D or any amendment thereto pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder;

(ii) Prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Exchange Act or any rule or regulation of the SEC;

(iii) Execute for and on behalf of the undersigned, in the undersigned's capacity as beneficial owner of shares of common stock of the Company, Forms 3, 4 and 5 in accordance with Section 16(a) of the Exchange Act and the rules thereunder;

(iv) Do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Form ID, Form 3, 4 or 5, or amendment thereto and timely file such schedule or form with the SEC and any stock exchange or similar authority; and

(v) Take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d) or Section 16 of the Exchange Act.

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This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedule 13D, Forms 3, 4 and 5 and amendments thereto with respect to the undersigned's holdings of and transactions in securities of the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, each of the undersigned has caused this Power of Attorney to be executed as of this 1st day of September, 2010.

EARL E. CONGDON

/s/ Earl E. Congdon

Earl E. Congdon

DAVID S. CONGDON

/s/ David S. Congdon

David S. Congdon

MARILYN MARIE CONGDON

/s/ Marilyn Marie Congdon

Marilyn Marie Congdon

KATHRYN LEIGH CONGDON

/s/ Kathryn Leigh Congdon

Kathryn Leigh Congdon

DAVID S. CONGDON, CUSTODIAN

/s/ David S. Congdon

David S. Congdon, Custodian for Ashlyn L. Congdon

HELEN S. CONGDON

/s/ Helen S. Congdon

Helen S. Congdon

---

AUDREY LEE CONGDON

/s/ Audrey Lee Congdon

Audrey Lee Congdon

SETH MORGAN YOWELL IRREVOCABLE INTER  
VIVOS TRUST DATED AUGUST 25, 2010

/s/ Audrey Lee Congdon

Audrey Lee Congdon, Co-Trustee

/s/ John B. Yowell

John B. Yowell, Co-Trustee

MEGAN ELISE YOWELL IRREVOCABLE INTER  
VIVOS TRUST DATED AUGUST 25, 2010

/s/ Audrey Lee Congdon

Audrey Lee Congdon, Co-Trustee

/s/ John B. Yowell

John B. Yowell, Co-Trustee

JOHN B. YOWELL

/s/ John B. Yowell

John B. Yowell

KAREN C. PIGMAN

/s/ Karen C. Pigman

Karen C. Pigman

MELISSA A. PENLEY

/s/ Melissa A. Penley

Melissa A. Penley

MATTHEW A. PENLEY

/s/ Matthew A. Penley

Matthew A. Penley

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MARK A. PENLEY

/s/ Mark A. Penley

Mark A. Penley

JOHN R. CONGDON

/s/ John R. Congdon

John R. Congdon

NATALIE N. CONGDON REVOCABLE TRUST  
AGREEMENT DATED AUGUST 29, 1991

/s/ John R. Congdon

John R. Congdon, Trustee

JOHN R. CONGDON, JR.

/s/ John R. Congdon, Jr.

John R. Congdon, Jr.

SUSAN C. TERRY

/s/ Susan C. Terry

Susan C. Terry

JEFFREY W. CONGDON

/s/ Jeffrey W. Congdon

Jeffrey W. Congdon

JOHN R. CONGDON TRUST FOR JEFFREY  
WHITEFIELD CONGDON, JR. DATED JANUARY  
2, 1991

/s/ John R. Congdon, Jr.

John R. Congdon, Jr., Trustee

---

JOHN R. CONGDON TRUST FOR MARK ROSS  
CONGDON DATED JANUARY 2, 1991

/s/ John R. Congdon, Jr.  
John R. Congdon, Jr., Trustee

JOHN R. CONGDON TRUST FOR PETER  
WHITEFIELD CONGDON DATED JANUARY 2,  
1991

/s/ Jeffrey W. Congdon  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MICHAEL  
DAVIS CONGDON DATED JANUARY 2, 1991

/s/ Jeffrey W. Congdon  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR MARY EVELYN  
CONGDON DATED JANUARY 2, 1991

/s/ Jeffrey W. Congdon  
Jeffrey W. Congdon, Trustee

JOHN R. CONGDON TRUST FOR KATHRYN  
LAWSON TERRY DATED JANUARY 2, 1991

/s/ John R. Congdon, Jr.  
John R. Congdon, Jr., Co-Trustee

/s/ Jeffrey W. Congdon  
Jeffrey W. Congdon, Co-Trustee

JOHN R. CONGDON TRUST FOR NATHANIEL  
EVERETT TERRY DATED JANUARY 2, 1991

/s/ John R. Congdon, Jr.  
John R. Congdon, Jr., Co-Trustee

/s/ Jeffrey W. Congdon  
Jeffrey W. Congdon, Co-Trustee



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JOHN R. CONGDON TRUST FOR HUNTER  
ANDREW TERRY DATED JANUARY 2, 1991

/s/ John R. Congdon, Jr.

John R. Congdon, Jr., Co-Trustee

/s/ Jeffrey W. Congdon

Jeffrey W. Congdon, Co-Trustee

AUDREY L. CONGDON IRREVOCABLE TRUST  
NUMBER TWO DATED MAY 28, 2004

/s/ David S. Congdon

David S. Congdon, Trustee

# STIFEL, NICOLAUS & COMPANY, INCORPORATED

Rule 10b5-1 Sales Plan  
(Stock Only – Rule 144)

NOTE: This Sales Plan conveys the Seller's indication of the amount, price and date of stock sales with such specificity that Stifel, Nicolaus & Company, Incorporated does not have any discretion over how, when and whether to sell stock (other than the discretion inherent in applying ordinary principles of best execution).

Sales Plan dated \_\_\_\_\_, 20\_\_ (together with all Exhibits hereto, this "Sales Plan") between \_\_\_\_\_ ("Seller") and Stifel, Nicolaus & Company, Incorporated ("Stifel"), acting as agent.

## A. Recitals

1. This Sales Plan is entered into between Seller and Stifel for the purpose of establishing a trading plan that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").
2. Seller is establishing this Sales Plan in order to permit the orderly disposition of a portion of Seller's holdings of the common stock, \$0.10 par value (the "Stock"), of Old Dominion Freight Line, Inc. (the "Issuer"), which is currently trading on the Nasdaq Global Select Market ("Principal Market").

## B. Seller's Representations, Warranties and Covenants

1. As of the date hereof, Seller is not aware of any material nonpublic information concerning the Issuer or its securities and is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent Stifel from conducting the trading plan in accordance with the Sales Plan. Seller is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
2. The securities to be sold under this Sales Plan are owned free and clear by Seller (subject, in the case of shares underlying Options, only to the compliance by Seller with the exercise provisions of such Options) and are not subject to any liens, security interests or other encumbrances or limitations on disposition other than those that may be imposed by Rule 144 under the Securities Act of 1933, as amended (the "Securities Act").
3. While this Sales Plan is in effect, Seller agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Sales Plan, unless this Sales Plan is modified or terminated in accordance with the terms hereof agrees not to alter or deviate from the terms of this Sales Plan.
4. Seller Agrees to:
  - a. provide Stifel with a certificate dated as of the date of this Sales Plan and signed by the Issuer substantially in the form of Exhibit A (Issuer Representation) to this Sales Plan prior to commencement of the Plan Sales Period (as defined below).
  - b. notify Stifel's Corporate Executive Services Department by telephone at the number set forth in paragraph G.4 below as soon as practicable if Seller becomes aware of (i) the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Sales Plan; (ii) a change in the Issuer's insider trading policies, so that the sales to be made by Stifel for the account of Seller pursuant to the Sales Plan would violate these policies; or (iii) a determination by the Issuer's board of directors or chief executive officer that purchases or sales pursuant to the Sales Plan would have a material adverse effect on the Issuer's financial condition. In the case of a notice relating to clause (i) above, Such notice shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Seller and shall not in any way communicate any material nonpublic information about the Issuer or its

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securities to Stifel. Such notice shall be in addition to the notice required to be given to Stifel by the Issuer pursuant to the certificate set forth as Exhibit A to this Sales Plan.

5. The execution and delivery of this Sales Plan by Seller and the transactions contemplated by this Sales Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Seller or any of Seller's affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Seller or Seller's affiliates.
6. Seller agrees with respect to the Stock subject to trading pursuant to this Sales Plan ("Stock"), that until this Sales Plan has been terminated, Seller shall not (i) enter into a binding contract with respect to the purchase or sale of Stock with another broker, dealer or financial institution (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or sell Stock or (iii) adopt a plan for trading with respect to Stock other than this Sales Plan. Notwithstanding the foregoing, Seller shall notify Stifel in connection with any sales of Stock of the Issuer prior to such sale.
7. Seller agrees that it shall not, directly or indirectly, communicate any material, nonpublic information relating to the Stock or the Issuer to any employee of Stifel or its affiliates who is involved, directly or indirectly, in executing this Sales Plan at any time while this Sales Plan is in effect.
8. Seller agrees:
  - a. to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Seller. In order to promote compliance with such filing requirements, Stifel agrees to use reasonable efforts to transmit transaction information for open market transactions under this Sales Plan via email to Issuer by the close of business on the day of any sale, and shall in any event transmit such information no later than the close of the business on the first business day after any sale. Emails with transaction information shall be sent to:
    - Alice Gibson: [Alice.Gibson@odfl.com](mailto:Alice.Gibson@odfl.com)
    - Joel McCarty: [Joel.McCarty@odfl.com](mailto:Joel.McCarty@odfl.com)
  - b. that Seller shall at all times during the Plan Sales Period (as defined below), in connection with the performance of this Sales Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
9. If the Stock is to be sold under Rule 144:
  - a. Seller represents and warrants that the Stock to be sold under this Sales Plan is currently eligible for sale under Rule 144.
  - b. Seller agrees not to take, and agrees to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (c) of Rule 144 not to take, any action that would cause the sales under this Sales Plan not to meet all applicable requirements of Rule 144.
  - c. Seller agrees to complete, execute and deliver to Stifel Forms 144 for the sales to be effected under this Sales Plan at such times and in such number of copies as Stifel shall request, and following such delivery, Stifel agrees to file such Forms 144 on behalf of Seller as required by applicable law.
  - d. Seller hereby grants Stifel a power of attorney to complete and/or file on behalf of Seller any required Forms 144. Notwithstanding such power of attorney, Seller acknowledges that Stifel shall have no obligation to complete or file Forms 144 on behalf of Seller except as set forth in subparagraph (c).

- e. Stifel agrees to conduct all sales under this Sales Plan in accordance with the manner of sale requirement of Rule 144 of the Securities Act and in no event shall Stifel effect any sale if such sale would exceed the then-applicable amount limitation under Rule 144, assuming Stifel's sales under this Sales Plan are the only sales subject to that limitation.
  - f. Seller agrees to complete, execute and deliver to Stifel a Seller Representation Letter dated as of the date of this Sales Plan substantially in the form of Exhibit B to this Sales Plan prior to the commencement of the Plan Sales Period
10. Seller acknowledges and agrees that Seller does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of Stock under this Sales Plan.

**C. Implementation of the Plan**

- 1. Seller hereby appoints Stifel to sell shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Stifel hereby accepts such appointment.
- 2. Stifel is authorized to begin selling Stock under this Sales Plan on \_\_\_\_\_, 20\_\_ at the open of the Principal Market and shall cease selling Stock on the earliest to occur of: (i) the date on which Stifel is required to terminate sales under this Sales Plan pursuant to paragraph D.1.a below; (ii) the date on which Stifel receives notice of the death of Seller; (iii) the date that the Issuer or any other person publicly announces a tender or exchange offer with respect to the Stock; (iv) the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Stock will be exchanged or converted into shares of another company; (v) the date on which Stifel receives notice of the commencement of any proceedings in respect of or triggered by Seller's bankruptcy or insolvency; (vi) the date on which Stifel, Issuer or Seller reasonably determines that the Sales Plan does not comply with Rule 10b5-1 or applicable securities laws; and (vii) (specify, by checking one or more of the boxes below, the date upon which Stifel will cease selling stock):
  - \_\_\_\_\_ (Date) at the close of the Principal Market.
  - the date that the aggregate number of shares of Stock sold under this Sales Plan is \_\_\_\_\_ shares;
  - The date that the aggregate proceeds of sales pursuant to this Sales Plan (after deducting commissions and other expenses of sale) reaches \$\_\_\_\_\_.

(the period during which Stifel is authorized to sell stock under this paragraph C.2 is referred to in this Sales Plan as the "Plan Sales Period").

- 3. a. Stifel shall sell the **Daily Sale Amount** (as defined below) for the account of Seller on each Sale Day (as defined below), subject to the following restrictions, if desired (check each applicable box):
  - Stifel shall not sell any shares of Stock under this Sales Plan at a price of less than \$ \_\_\_\_\_ per share (before deducting commissions and other expenses of sale) (the "Minimum Sale Price").
  - (insert any other restrictions) \_\_\_\_\_
- b. A "Sale Day" is (Select One):
  - each Trading Day that the Principal Market is open for business.
  - each Trading Day succeeding any period of \_\_\_\_\_ consecutive Trading Days during which the closing price of the Stock on the Principal Market or, if applicable, as reported in the consolidated system was equal to or greater than \_\_\_\_\_.

- the first weekday of each month during the Plan Sales Period, provided that if any Sale Day is not a Trading Day, such Sale Day shall be deemed to fall on the next succeeding Trading Day. A "Trading Day" is any day during the Plan Sales Period that the Principal Market is open for business.
- Insert Other Conditions: \_\_\_\_\_

c. The "**Daily Sale Amount**" for any Sale Day shall be (please check the applicable box to indicate the amount of Stock that Stifel is to sell on each Sale Day):

- \_\_\_\_\_ shares of Stock as per the price parameters set forth in the table below.
- an amount of Stock resulting in aggregate proceeds (after deducting commissions and other expenses of sale and exercise prices, withholding taxes and other expenses of exercise) of \$\_\_\_\_\_.
- the amount set forth on the grid below opposite the per share price range that corresponds to the reported price of the opening reported market transaction in the Stock on such Sale Day.

Limit Price	Number of Shares of Stock to be Sold
If the price of Stock is \$ _____ or higher	_____
If the price of Stock is \$ _____ or higher	_____
If the price of Stock is \$ _____ or higher	_____

- determined in accordance with the following formula: \_\_\_\_\_

d. Subject to the restrictions set forth in paragraph C.3 above, Stifel shall sell the Daily Sale Amount on each Sale Day under ordinary principles of best execution at the then-prevailing market price.

e. If, consistent with ordinary principles of best execution or for any other reason, Stifel cannot sell the Daily Sale Amount on any Sale Day, then (select one):

- the amount of such shortfall may be sold as soon as practicable on the immediately succeeding Trading Day under ordinary principles of best execution.
- Stifel's obligation to sell Stock on such Sale Day under this Sales Plan shall be deemed to have been satisfied.
- N/A (other comments): \_\_\_\_\_

Nevertheless, if any such shortfall exists after the close of trading on the last Trading Day of the Plan Sales Period, Stifel's authority to sell such shares for the account of Seller under this Sales Plan shall terminate.

f. The Daily Sale Amount and the Minimum Sale Price, if applicable, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split

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or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Plan Sales Period.

4. Stifel shall not sell Stock under this Sales Plan at any time when:
  - a. Stifel, in its sole discretion, has determined that a market disruption, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity has occurred, or
  - b. Stifel, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to Seller or Seller's affiliates (other than any such restriction relating to Seller's possession or alleged possession of material nonpublic information about the Issuer or the Stock), or
  - c. Stifel has received notice from the Issuer or Seller of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Sales Plan, or
  - d. a sale effected under the Sales Plan fails to comply (or in the reasonable opinion of Stifel is not likely to comply) with Rule 144 of the Securities Act), or
  - e. Stifel has received notice from Seller to terminate this Sales Plan in accordance with paragraph D.1 below.
5.
  - a. Seller agrees to deliver the total shares of Stock to be sold under this Sales Plan (with the amount to be estimated by Seller in good faith, if the Daily Sale Amount is designated as an aggregate dollar amount) (the "Plan Shares"), into an account at Stifel in the name of and for the benefit of Seller (the "Plan Account") and the Stock will be in street name, electronically transferable form, without legend or stop transfer within the Plan Account prior to the close of the Principal Market on the business day preceding the commencement of sales under this Sales Plan or this Sales Plan will automatically terminate.
  - b. Stifel shall withdraw Stock from the Plan Account in order to effect sales of Stock under this Sales Plan. Stifel agrees to notify Seller promptly if at any time during the Plan Sales Period the number of shares of Stock in the Plan Account is less than the number of Plan Shares remaining to be sold under this Sales Plan. Upon such notification, Seller agrees to deliver promptly to the Plan Account the number of shares of Stock necessary to eliminate this shortfall.
  - c. To the extent that any Stock remains in the Plan Account after the end of the Plan Sales Period or upon termination of this Sales Plan, Stifel agrees to return such Stock promptly to the Issuer's transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of the Seller.
6. Stifel shall in no event effect any sale under this Sales Plan if the Stock to be sold is not in the Plan Account.
7. Stifel may sell Stock on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise.
8. Seller may instruct Stifel to sell or purchase shares of Stock other than pursuant to this Sales Plan. The parties hereto agree that any such sale or purchase transaction (i) will not be deemed to modify this Sales Plan unless Seller so requests in writing in accordance with paragraph D.1.d below and (ii) will be given by Seller to Stifel only if such transaction does not contravene any of the representations, warranties or covenants set forth in Section B of this Sales Plan.

#### **D. Amendment and Termination**

1. This Sales Plan may not be terminated prior to the end of the Plan Sales Period, except that:

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- a. it may be terminated by Seller at any time upon one day's prior written notice sent to Stifel's Corporate Executive Services Department at the address or fax number set forth in paragraph G.4 below, and
  - b. it may be terminated pursuant to Paragraph C.5.a of this Sales Plan
  - c. it may be, at Stifel's option, terminated if Stifel has received notice from the Issuer of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit A to this Sales Plan.
  - d. Notwithstanding the provisions of paragraph D.1. herein, this Sales Plan may only be amended pursuant to the Issuer's insider trading policy and only after pre-clearance by the Issuer.
  - e. This Plan may be amended by Seller only upon the written consent of Stifel and receipt by Stifel of the following documents, each dated as of the date of such amendment:
    - (i) a representation signed by the Issuer substantially in the form of Exhibit A to this Sales Plan,
    - (ii) a certificate signed by Seller certifying that the representations and warranties of Seller contained in this Sales Plan are true at and as of the date of such certificate as if made at and as of such date and
    - (iii) a Seller's Representation Letter completed and executed by Seller substantially in the form of Exhibit B to this Sales Plan.

**E. Indemnification; Limitation of Liability**

1.
  - a. Seller agrees to indemnify and hold harmless Stifel and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to Stifel's actions taken or not taken in compliance with this Sales Plan or arising out of or attributable to any breach by Seller of this Sales Plan (including Seller's representations and warranties in this Sales Plan) or any violation by Seller of applicable laws or regulations; provided, however, that the indemnification provisions of this paragraph E.1.a shall not apply in the case of any claims, losses, damages or liabilities finally judicially determined to have resulted from Stifel's gross negligence or willful misconduct. This indemnification shall survive termination of this Sales Plan.
  - b. Notwithstanding any other provision of this Sales Plan, neither party shall be liable to the other party for:
    - (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or
    - (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God."
2. Seller has consulted with Seller's own advisors as to the legal, tax, business, financial and related aspects of, and has not relied upon Stifel or any person affiliated with Stifel in connection with Seller's adoption and implementation of this Sales Plan.
3. Seller acknowledges and agrees that in performing Seller's obligations under this Sales Plan, neither Stifel nor any of its affiliates nor any of their respective officers, employees or other

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representatives is exercising any discretionary authority or discretionary control respecting management of Seller's assets, or exercising any authority or control respecting management or disposition of Seller's assets, or otherwise acting as a fiduciary (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, or Section 2510.3-21 of the Regulations promulgated by the United States Department of Labor) with respect to Seller or Seller's assets. Without limiting the foregoing, Seller further acknowledges and agrees that neither Stifel nor any of its affiliates nor any of their respective officers, employees or other representatives has provided any "investment advice" within the meaning of such provisions, and that no views expressed by any such person will serve as a primary basis for investment decisions with respect to Seller's assets.

#### **F. Agreement to Arbitrate Certain Disputes**

**The following disclosure is required by various regulatory bodies but should not limit the applicability of the following arbitration provision to or in any claim or controversy which may arise between Seller and Stifel.**

This Agreement contains a predispute arbitration clause. By signing this Sales Plan, which includes the following arbitration agreement, the parties agree as follows:

- Arbitration is final and binding on the parties. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modifications of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement.
- The award of the arbitrators or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Seller is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- Seller agrees, and in consideration of Stifel carrying an account for Seller, Stifel agrees, that all controversies which may arise between us, including any dispute involving Stifel's present or former agents, employees, officers, and directors and including, but not limited to those involving transactions in this or any other account you have individually or jointly with or on behalf of another party at Stifel, including those in which you have a beneficial interest, or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be fully and finally determined by binding arbitration. Any arbitration under this Agreement shall be determined pursuant to the arbitration laws of the State of Missouri and Federal Arbitration Act, where applicable, before the Financial Industry Regulatory Authority (FINRA).
- If Seller files a complaint in court against Stifel or its present or former employees, officers, or directors, Stifel may seek to compel arbitration of any such claims. If Stifel seeks to compel



arbitration of such claims, Stifel must agree to arbitrate all of the claims contained in the complaint if the Seller so requests.

Seller acknowledges that the preferred forum for any dispute resolution involving controversies which may arise between Seller and Stifel is through arbitration pursuant to the terms of the arbitration provision found in this Agreement. In the unlikely event any controversy or dispute arising under this Agreement with Stifel is determined to be ineligible for arbitration, Seller agrees as follows: **THE PARTIES TO THIS AGREEMENT SHALL NOT EXERCISE ANY RIGHTS THEY MAY HAVE TO ELECT OR DEMAND A TRIAL BY JURY.** The Seller and Stifel hereby expressly waive any right to a trial by jury. The Seller acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties and that Stifel would not enter into this Agreement with Seller if this provision were not part of the agreement.

Dispute Resolution Locale: Any suit, arbitration proceeding, reparation proceeding, claim, or action against Stifel or its present or past officers, agents, or employees shall be brought and heard in the city where the branch sales office of Stifel is or was located with which Seller dealt. If the court, arbitration forum, or reparations tribunal does not conduct hearings in that city, then any such action must be brought and heard in the locale closest to that city in which the court, arbitration forum, or reparations tribunal conducts hearings. This paragraph shall apply even if Seller has related disputes with other parties which cannot be resolved in the same locale.

#### G. General

1. Seller shall pay Stifel \$\_\_\_\_\_ per share of the Stock sold.
2. Seller and Stifel acknowledge and agree that this Sales Plan is a “securities contract,” as such term is defined in Section 741(7) of Title 11 of the United States Code (the “Bankruptcy Code”), entitled to all of the protections given such contracts under the Bankruptcy Code.
3. This Sales Plan constitutes the entire agreement between the parties with respect to this Sales Plan and supersedes any prior agreements or understandings with regard to the Sales Plan.
4. All notices to Stifel under this Sales Plan shall be given to Stifel’s Corporate Executive Services Department in the manner specified by this Sales Plan by telephone at (973) 549-4225, by facsimile at (973) 549-4178 or by certified mail to the address below:

**Stifel Nicolaus & Company, Incorporated**  
**18 Columbia Turnpike**  
**Florham Park, NJ 07932**  
**Attn: Corporate Executive Services**

Notices to the Issuer shall be given to:

Old Dominion Freight Line, Inc.  
500 Old Dominion Way  
Thomasville, NC 27360  
Attn: Alice Gibson & Joel McCarty  
Telephone: (336) 822-5210 & (336) 822-5231  
Fax: (336) 822-5289

5. Each Party’s rights and obligations under this Sales Plan may not be assigned or delegated without the written permission of the other party, which may be withheld in such party’s sole discretion.
6. This Sales Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures on all counterparts were upon the same instrument.
7. If any provision of this Sales Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order

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to comply with the relevant law, rule or regulation. All other provisions of this Sales Plan will continue and remain in full force and effect.

8. This Sales Plan shall be governed by and construed in accordance with the internal laws of the State of Missouri, applicable to agreements made and to be fully performed therein and may be modified or amended only by a writing signed by the parties to this Sales Plan.

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**NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH F.**

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first written above.

Date: \_\_\_\_\_; 20\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Stifel, Nicolaus & Company, Incorporated**

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

Print Name: \_\_\_\_\_

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

Pg. 10

MEMBER SIPC AND MEMBERS, NEW YORK STOCK EXCHANGE, INC., CHICAGO AND AMERICAN STOCK EXCHANGE

**EXHIBIT A**  
**ISSUER REPRESENTATION**

1. Old Dominion Freight Line, Inc. (the "Issuer") represents that it has approved the Sales Plan dated \_\_\_\_\_, 20\_\_ (the "Sales Plan") between \_\_\_\_\_ ("Seller") and Stifel, Nicolaus & Company, Incorporated ("Stifel") relating to the common stock, \$0.10, par value of the Issuer (the "Stock").
2. The Issuer confirms the following with regard to Seller:
  1. Position/Affiliation with Issuer \_\_\_\_\_
  2. Is Seller a Form 4 filer? YES  NO
  3. Is Seller a Form 144 Filer? YES  NO
3. The sales to be made by Stifel for the account of Seller under the Sales Plan will not violate the Issuer's insider trading policies, and to the best of the Issuer's knowledge there are no legal, contractual or regulatory restrictions applicable to Seller or Seller's affiliates as of the date of this representation that would prohibit the Seller from entering into the Sales Plan or prohibit any sale under the Sales Plan.
4. If at any time during the Sales Plan Period (as defined in the Sales Plan), (i) Issuer becomes aware of a legal, contractual or regulatory restriction that is applicable to Seller or Seller's affiliates and that would prohibit any sale under the Sales Plan (other than any such restriction relating to Seller's possession or alleged possession of material nonpublic information about the Issuer or its securities), (ii) there is a change in the Issuer's insider trading policies, so that the sales to be made by Stifel for the account of the Seller pursuant to the Sales Plan would violate these policies, or (iii) the Issuer's board of directors or chief executive officer determines that purchases or sales pursuant to the Sales Plan would have a material adverse effect on the Issuer's financial condition,, the Issuer agrees to give Stifel's Corporate Executive Services Department notice of such restriction by telephone as soon as practicable. Such notice shall be made to Corporate Executive Services at (973) 549-4225 and shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Seller. In any event, the Issuer shall not communicate any material nonpublic information about the Issuer or its securities to Stifel.

Moreover, if the sales to be made by Stifel for the account of the Seller under the Sales Plan require that the Issuer meet the Current Public Information provisions contained in paragraph (c) of Rule 144 under the Securities Act of 1933, as amended, the Issuer agrees to give Stifel notice in the manner provided above in the event that the Issuer fails to continue to satisfy the Current Public Information provisions.
5. If the Stock includes shares that may be sold under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), the Issuer agrees as follows: To avoid delays in connection with transfers of stock certificates and settlement of transactions under the Sales Plan, and in acknowledgment of Stifel's agreement in paragraph B.10 of the Sales Plan that sales of Stock under the Sales Plan will be effected in compliance with applicable provisions of Rule 144 of the Securities Act of 1933, as amended, and Stifel's agreement in paragraph C.5 of the Sales Plan to return any unsold shares to the Issuer's transfer agent for relegending to the extent such shares would then be subject to transfer restrictions in the hands of the Seller, the Issuer agrees that it will, immediately upon Seller's directing delivery of Stock into an account at Stifel in the name of and for the benefit of Seller, instruct its transfer agent to process the transfer of shares and issue a new certificate to Seller that does not bear any legend or statement restricting its transferability to a buyer.

Date: \_\_\_\_\_; 20\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

**EXHIBIT B**

**Date:** \_\_\_\_\_

**Stifel, Nicolaus & Company, Incorporated**  
**Attn: Corporate Executive Services**  
**18 Columbia Turnpike**  
**Florham Park, NJ 07932**

**Re: Name of Issuer:** Old Dominion Freight Line, Inc.  
**Class of Stock:** Common  
**Number of Shares:** \_\_\_\_\_

To Whom It May Concern:

I propose to sell \_\_\_\_\_ shares of Common Stock of Old Dominion Freight Line, Inc. (the "Company"), through the Broker in accordance with the requirements of Rule 144 (the "Rule") and I hereby represent:

1. The following information reflects all sales made during the past three months for my account and for the accounts of others with whom I must aggregate sales under the Rule:

	<u>Amount</u>	<u>Date</u>
a. Myself	_____	_____
b. My spouse, children and all other relatives living in our household (or under our control)	_____	_____
c. Trusts or estates in which any person in (a) or (b) above are trustees, executors or have a 10% beneficial interest	_____	_____
d. Corporations or other entities (other than the Company) in which persons in (a) or (b) above own collectively 10% or more of any class of equity securities or have a 10% equity interest	_____	_____
e. Anyone acting in concert with any of the above	_____	_____
f. All other accounts whose sales must be aggregated, including:	_____	_____
Donees	_____	_____
Pledges	_____	_____
Trusts	_____	_____
Others	_____	_____

2. The aggregate number of shares of the Company's Common Stock sold during the preceding three months for my account and for the account of any person indicated in #1, above (as reported in Table II of Form 144) does not exceed the greater of either (a) or (b):
  - a. 1% of the total outstanding class shares of the Company's Common Stock.
  - b. The average weekly reported trading volume in the Company's Common stock on all securities exchanges during the four calendar weeks preceding the filing of the above-mentioned Form 144 with the Securities & Exchange Commission.
3. If the securities being sold are "restricted securities" as defined in paragraph (a)(3) of Rule 144, I confirm that I have been the beneficial owner of such securities for a period of six (6) months as provided in paragraph (d) of the Rule.
4. I am an affiliate of the issuer, as that term is used in Rule 144(a)(1).
5. I do not intend to sell shares of the Company's Common Stock that are not part of this Sales Plan through any other financial institution other than Stifel Nicolaus for the duration of this plan (Include Date Range Here).
6. I have not made, and will not make, any payment in connection with this sale, other than the usual and customary compensation to the Broker.
7. I have not solicited or arranged, and will not solicit or arrange for orders to buy in connection with this sale.
8. Enclosed is an executed copy (copies) of Form 144.
9. I confirm to you that I am not aware of any material, non-public information about the Company.

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10. I confirm to you that, to the best of my knowledge, the Company is in compliance with the 1934 Act current public information reporting requirements contained in Rule 144 ( c ) (1).
  11. I understand that the transfer agent's delay in transferring the shares may cause a delay in the payment of the proceeds of the sale.
  12. The Broker and/or the Company's transfer agent is authorized to rely on the representations herein in connection with this sale, and I consent to the Broker communicating with the Company in connection with such sale.

Very truly yours,

X  
\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name Account No. Of Seller'(s): \_\_\_\_\_

X  
\_\_\_\_\_  
Joint Signature

\_\_\_\_\_  
Print Joint Name