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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported):

May 28, 2008

Old Dominion Freight Line, Inc.

(Exact name of registrant as specified in its charter)

Virginia

0-19582

56-0751714

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

500 Old Dominion Way, Thomasville, North
Carolina

27360

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(336) 889-5000

Not Applicable

Former name or former address, if changed since last report

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Old Dominion Freight Line, Inc. (the "Company") has two reportable events under Item 5.02(e) relating to Employment Agreements for certain key executives and the Old Dominion Freight Line, Inc. Performance Incentive Plan. These events are described in further detail below.

Employment Agreements:

On May 28, 2008, the Board of Directors (the "Board") of the Company approved and entered into an Amended and Restated Employment Agreement (the "Agreement") with each of Earl E. Congdon (Executive Chairman of the Board), John R. Congdon (Vice Chairman of the Board and Senior Vice President), David S. Congdon (President and Chief Executive Officer) and John B. Yowell (Executive Vice President and Chief Operating Officer). Each Agreement provides for the continued employment of the executive in his present capacity with the Company and the terms and conditions relating to such employment. The definition of capitalized terms in the following description, if not so defined, may be found in the Agreements. The Compensation Committee of the Board previously had approved, and recommended that the Board approve, the Agreements.

The following descriptions are summaries of the material terms and conditions of the Agreements. These summaries are not intended to be complete, and are qualified in their entirety by reference to each separate Agreement, copies of which are attached hereto as Exhibits 10.17.6, 10.17.7, 10.17.8 and 10.17.9 and incorporated herein by reference.

Agreements with Earl E. Congdon and John R. Congdon:

The Agreements with Earl E. Congdon and John R. Congdon are effective June 1, 2008 and shall continue until the earliest of (i) May 31, 2010; (ii) the death of the executive; (iii) either party's exercise of the 120-day Notice Exception; (iv) termination For Cause, which generally refers to termination resulting from (a) habitual intoxication that adversely affects job performance; (b) conviction, or plea of guilty or no contest, by the executive of theft, fraud or embezzlement from the Company; (c) conviction, or plea of guilty or no contest, of a felony involving moral turpitude that results in material harm to the Company; (d) any material act or omission by the executive involving gross malfeasance or gross negligence in the performance of his duties and responsibilities to the Company to the detriment of the Company; (e) any diversion by the executive for his personal gain of any clearly viable and significant business opportunity from the Company (other than with the prior written consent of the Board); (f) any willful violation of any provision of the Company's Corporate Governance Guidelines, the Company's Code of Business Conduct and Ethics or any covenant contained in the Agreements; or (g) the executive's material violation of the requirements of the Sarbanes-Oxley Act of 2002 or any other federal or state securities law, rule or regulation; (v) termination resulting from total disability; or, for Earl E. Congdon solely, (vi) the date Mr. Earl Congdon fails to be elected by the shareholders of the Company to serve as a member of the Board at the Company's annual shareholder meeting or any substitute meeting duly called in accordance with the Company's bylaws.

Each executive may terminate his employment without providing 120 days notice if the notice of termination is within 12 months of a Change of Control. Generally, a Change of Control is defined in the Agreement to be either (i) the date any person or group of persons, directly or indirectly, becomes the beneficial owner of 35% or more of the combined voting power of the then outstanding shares of common stock (excluding the executive, employee benefit plans of the Company, and any member of the executive's family unless a majority of the independent directors determines that such family member's beneficial ownership creates a substantial threat to corporate policy or effectiveness); (ii) the date when individuals who at the beginning of any two-year period constitute the Board, plus new directors whose nomination or election was approved by two-thirds of the directors still in office at the beginning of the two-year period, cease for any reason during the two-year period to constitute at least two-thirds of the members of the Board; (iii) the date of an equity transaction that would result in the Company's voting securities immediately prior to the transaction representing less than 60% of the combined voting power of the Company or a surviving entity immediately after the transaction; (iv) the date of complete liquidation; (v) the date of the sale or disposition of substantially all of the Company's assets; or (vi) the date of a bankruptcy filing.

If the Company terminates the employment of either executive through exercise of the 120-day Notice Exception described above, as a result of the expiration of the term on May 31, 2010, or either executive voluntarily terminates through exercise of the 120-day Notice Exception described above, or, for Earl E. Congdon solely, as a result of the shareholders' failure to elect him to serve on the Board, and such termination occurs within 12 months after a Change of Control, the executive is entitled to receive a lump sum payment for any compensation due but not yet paid plus a payment equal to three times the sum of his annual base salary in effect at that time and the annual bonus paid to him for the preceding calendar year under the executive profit-sharing bonus program. If employment is terminated as described above and such termination does not occur within 12 months of a Change of Control, the executive is only due any compensation earned but not yet paid through the termination date. Any amounts payable to the executive will be paid on the first day of the seventh calendar month following the month in which his termination occurs as required by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

The Agreements provide for each executive, while employed, to (a) receive a base salary in effect as of January 1, 2008, to be reviewed annually in accordance with standard payroll practices and procedures applicable to the Company's executive officers; (b) participate in executive profit-sharing bonus programs of the Company; (c) participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate; (d) receive a discretionary bonus if so awarded by the Board from time-to-time; (e) receive vacation and sick leave commensurate with his position and in accordance with the Company's established policy for senior executives; and (f) participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program. In addition and while employed under the Agreement, Earl E. Congdon is entitled to (i) use the Company's aircraft for personal use in accordance with the general policy of the Company as adopted from time to time by the Board; (ii) payment on his behalf for membership dues and initiation fees for membership in

a private club or clubs in accordance with the general policy of the Company as adopted from time to time by the Board; and (iii) an automobile for personal and business use. John R. Congdon, while employed under the Agreement, is also entitled to endorse \$2,000,000 in death proceeds on two life insurance policies owned by the Company insuring his life.

Each executive is subject to a non-competition and non-solicitation clause, which covers the term of the executive's employment plus the twenty-four month period following such executive's termination of employment. In addition, each executive's bonus, incentive and/or equity-based compensation paid to him under or pursuant to the terms of the Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of the Agreement.

Agreements with David S. Congdon and John B. Yowell:

The Agreements with David S. Congdon and John B. Yowell are effective June 1, 2008 and shall continue until the earliest of (i) May 31, 2011; (ii) the death of the executive; (iii) either party's exercise of the 90-day Notice Exception; (iv) termination For Cause, which is generally defined under "Agreements with Earl E. Congdon and John R. Congdon" above; (v) termination by the executive for Good Reason, which is generally defined as (a) a material breach by the Company of any provision of the Agreement; (b) a material reduction in the executive's base salary; (c) the merger of the Company or transfer of a significant portion of its assets unless the successor assumes all duties and obligations of the Company under the Agreement; (d) the assignment of duties inconsistent with the executive's position in the Company; (e) the exclusion of the executive's participation in the Company's employee benefit plans; (f) the transfer of the executive's primary work location that is more than 30 miles from his current primary work location or the requirement that the executive relocate his principal residence more than 30 miles from his current primary work location; (g) the Company's requirement for the executive to travel on business to a substantially greater extent than on the date of the Agreement; (h) for David S. Congdon only, the failure to be elected or re-elected to the Board; or (i) for David S. Congdon only, the occurrence of a Fundamental Disagreement; or (vi) termination resulting from total disability. A Fundamental Disagreement is generally defined as a material disagreement between David S. Congdon and the Board that occurs within three years after a Change of Control, concerns the strategic direction of the Company or another issue of fundamental importance to the Company and is deemed to be a Fundamental Disagreement by a majority of the members of the Board who are not also members of Mr. Congdon's family.

If either executive terminates his employment for Good Reason or the Company terminates either executive For Cause, each party generally shall have 30 days after the receipt of the notice of termination to cure the reason given in the notice. In the event that such cure is timely and to the satisfaction of the parties, the notice of termination shall become null and void.

If termination of the employment of either executive, either voluntarily or by the Company, results in a Compensation Continuance Termination Event, as defined in the Agreements, the executive is entitled to receive his base salary through the last day of the month in which the termination date occurs and, for the three-year period following termination, his Final Average Compensation and continued coverage under the Company's medical, dental, vision, and life insurance benefit programs. As required by Code Section 409A, the payment of such amounts will be delayed for 6 months. Final Average Compensation is the average of the executive's base salary and executive profit-sharing bonus for the three calendar years within the five calendar-year period producing the highest average. If the termination does not result in a Compensation Continuance Termination Event, the executive is due only his base salary through the last day of the month in which the termination date occurs.

The Agreements provide for each executive, while employed, to (a) receive a base salary in effect as of January 1, 2008, to be reviewed annually in accordance with standard payroll practices and procedures applicable to the Company's executive officers; (b) participate in executive profit-sharing bonus programs of the Company; (c) participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate; and (d) receive a discretionary bonus if so awarded by the Board from time-to-time. In addition, and while employed under the Agreement, each executive is entitled to (i) use the Company's aircraft for personal use in accordance with the general policy of the Company as adopted from time to time by the Board; (ii) payment on his behalf for membership dues and initiation fees for membership in a private club or clubs in accordance with the general policy of the Company as adopted from time to time by the Board; (iii) an automobile for personal and business use; (iv) vacation and sick leave commensurate with his position and in accordance with the Company's established policy for senior executives; (v) reimbursement of premiums for term life insurance coverage up to \$10,000,000; and (v) participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program.

Each executive is subject to a non-competition and non-solicitation clause, which covers the term of the executive's employment plus the twenty-four month period following such executive's termination of employment. In addition, each executive's bonus, incentive and/or equity-based compensation paid to him under or pursuant to the terms of the Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of the Agreement.

Old Dominion Freight Line, Inc. Performance Incentive Plan:

Based on a recommendation of the Compensation Committee, the Board approved the Old Dominion Freight Line, Inc. Performance Incentive Plan (the "PIP Plan") on May 28, 2008. The PIP Plan will become effective January 1, 2009. The Board had previously approved the material terms of the PIP Plan on April 11, 2008, based on a recommendation by the Compensation Committee and subject to approval by the Company's shareholders at the Annual Meeting held on May 28, 2008. Approval by the shareholders of the material terms of the PIP Plan satisfied one of the performance-based requirements of Code Section 162(m). The discussion that follows is a summary of the material terms of the PIP Plan. This summary is not intended to be complete, and is qualified in its entirety by reference to the PIP Plan, a copy of which is attached hereto as Exhibit 10.21 and incorporated herein by reference.

Eligibility

Participants in the PIP Plan will be those employees of the Company who are selected or meet the guidelines set by the Compensation Committee. Participation shall generally be limited to employees at the departmental director level or above (including the Company's named executive officers). Non-employee service providers and non-employee directors are not eligible to participate.

Administration; Amendment and Termination

The PIP Plan will be administered by the Compensation Committee or a subcommittee of the Compensation Committee in accordance with Code Section 162(m). The Compensation Committee will have the authority to take any action with respect to the PIP Plan, including but not limited to the authority to: (i) determine all matters related to awards, including selection of individuals to be granted awards and all other terms, conditions, restrictions and limitations of an award; and (ii) construe and interpret the PIP Plan and any related documents, establish and interpret rules and regulations for administration of the PIP Plan and make all other determinations necessary or advisable for administering the PIP Plan. The Compensation Committee may delegate authority to specified officers to grant awards and make other determinations with respect to such awards, but only with respect to matters that would not affect the deductibility under Code Section 162(m) of compensation paid to covered employees (and provided that such delegation is in accordance with applicable laws, rules and regulations).

The Board may amend, discontinue or terminate the PIP Plan in whole or in part at any time, subject to: (a) shareholder approval of any amendments if required by applicable laws, rules or regulations; and (b) participant consent if such action may adversely affect any award earned and payable under the PIP Plan at that time. However, the Board has unilateral authority to amend the PIP Plan and any award (without participant consent) to the extent necessary to comply with applicable laws, rules or regulations or changes to applicable laws, rules and regulations. The Compensation Committee has the authority to make adjustments to awards and performance objectives upon the occurrence of certain unusual or nonrecurring events or other similar circumstances, but does not have the discretion to increase the amount of an award payable under the PIP Plan to any participant who is a covered employee. In addition, the Compensation Committee's authority to grant awards and authorize payments under the PIP Plan does not restrict its authority to grant compensation to employees under other Company compensation plans or programs.

Performance Objectives

Under the PIP Plan, cash incentive opportunities are based upon a participant's fixed percentage (the "Participation Factor") of the Company's monthly income before income taxes and the effects, if any, of changes in accounting principles, extraordinary items or discontinued operations determined in accordance with U.S. generally accepted accounting principles ("IBT") and subject to a minimum threshold of profitability before any payouts may be made. IBT includes the impact of the expense related to the estimated payout of the cash incentive for the performance period. Although the PIP Plan's performance factor is limited to IBT, the Compensation Committee retains discretion to determine from time to time, among other things, (i) the minimum level of profitability that must be met before payments may be made and (ii) the Participation Factor for each participant. Under the PIP Plan, these determinations will generally be made by the Compensation Committee before the beginning of the next plan year (that is, calendar year), and, in any event, in accordance with Code Section 162(m) requirements applicable to covered employees. Although the Compensation Committee generally will establish the Participation Factor and minimum profitability threshold on an annual basis, the earning of cash incentive amounts under the PIP Plan will be based on one-month performance periods.

Earning and Payment of Awards; Award Limitations

As soon as practicable after the end of each monthly performance period, the Company will determine if the performance goals were met and, if so, will calculate the incentive amount payable to each participant. The formula used to calculate each participant's monthly cash incentive amount is as follows:

Monthly IBT x PIP Plan Participation Factor = PIP Plan Monthly Payout

The Compensation Committee has the authority to change the PIP Plan Participation Factor for each participant; however, the maximum Participation Factor and, therefore, the maximum amount payable under the PIP Plan to each participant will not exceed 1.50% of IBT in each performance period. In addition, a limit of no more than 15.0% of IBT is available to be paid to the participants under the PIP Plan.

Cash incentives earned under the PIP Plan will be paid as soon as practicable following the end of the monthly performance period and determination of the amount of the award; provided, that, with respect to covered employees, the Compensation Committee (or a subcommittee) must certify to what extent the performance factors were met and the amount, if any, that was earned by each covered employee.

The Compensation Committee has discretion to reduce, modify or eliminate the amount of an award otherwise earned and payable under the PIP Plan but does not have the discretion to increase the amount of an award payable under the PIP Plan to any participant who is a covered employee.

Effect of Termination and Other Events; Covenants; Offset and Recoupment

If a participant terminates employment before the end of the performance period, the participant will forfeit the incentive (and subsequent incentives) unless the Compensation Committee determines otherwise. However, the Compensation Committee retains discretion to determine whether awards will be paid or forfeited in the event of a participant's termination of employment or other events; provided, however, that, with respect to covered employees, any such pro rata payment may only be made following the completion of the performance period and only if (and to the extent that) the incentives would have otherwise been earned by the covered employee. In addition, the Compensation Committee may require a participant to enter into non-competition, non-solicitation, confidentiality or other similar covenants as a condition to the grant of an award or receipt of payments under the PIP Plan. Further, the Committee may reduce the amount of any payment otherwise payable to a participant under the PIP Plan by the amount of any obligation of the participant to the

Company that is or becomes due and payable and any compensation payable to a participant under the PIP Plan will be subject to any recoupment, "clawback" or similar Company policy.

Performance-based Compensation — Section 162(m) Requirements

The PIP Plan is structured to comply with the requirements imposed by Code Section 162(m) and related regulations in order to preserve, to the extent practicable, the Company's tax deduction for awards made under the PIP Plan to covered employees. Code Section 162(m) generally denies an employer a deduction for compensation paid to covered employees of a publicly held corporation in excess of \$1,000,000 unless the compensation is exempt from the \$1,000,000 limitation because it is performance-based compensation.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.17.6 - Amended and Restated Employment Agreement Between Old Dominion Freight Line, Inc., and Earl E. Congdon, effective as of June 1, 2008

10.17.7 - Amended and Restated Employment Agreement Between Old Dominion Freight Line, Inc., and John R. Congdon, effective as of June 1, 2008

10.17.8 - Amended and Restated Employment Agreement Between Old Dominion Freight Line, Inc., and David S. Congdon, effective as of June 1, 2008

10.17.9 - Amended and Restated Employment Agreement Between Old Dominion Freight Line, Inc., and John B. Yowell, effective as of June 1, 2008

10.21 - Old Dominion Freight Line, Inc. Performance Incentive Plan

SIGNATURES

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

Old Dominion Freight Line, Inc.

June 3, 2008

By: /s/ John P. Booker, III

Name: John P. Booker, III
Title: Vice President - Controller (Principal Accounting Officer)

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.17.6	Amended and Restated Employment Agreement Between Old Dominion Freight Line, Inc., and Earl E. Congdon, effective as of June 1, 2008
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**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made and entered into on the 28th day of May, 2008, to be effective as of the 1st day of June, 2008, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the State of Virginia and having its principal office at Thomasville, North Carolina, and **Earl E. Congdon** (the “Executive”), an individual residing at Fort Lauderdale, Florida.

R E C I T A L S:

The Company is engaged principally in the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments. The Executive is experienced in, and knowledgeable concerning, all aspects of the business of the Company. The Executive has heretofore been employed by the Company as its Executive Chairman of the Board and Chief Executive Officer pursuant to the terms of an Employment Agreement dated May 17, 2004 (the “Predecessor Agreement”). The Company desires to continue to employ the Executive as Executive Chairman of the Board, and the Executive desires to continue to be employed by the Company in that capacity. Furthermore, the Company desires to provide for the Executive certain severance benefits in addition to those provided by the employee benefit plans of the Company. The Company and the Executive desire to amend and restate the Predecessor Agreement to reduce to writing and to clarify and more clearly state the terms of their new understanding concerning the Executive’s continued employment by the Company as its Executive Chairman of the Board pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein and the compensation the Company agrees herein to pay the Executive, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

ARTICLE 1. EFFECT OF PRIOR AGREEMENTS. This Agreement expresses the whole and entire agreement between the parties with reference to the employment of the Executive and supersedes and replaces any prior employment agreements (including, without limitation, the Predecessor Agreement), understandings or arrangements (whether written or oral) between the Company and the Executive. Without limiting the foregoing, the Executive agrees that this Agreement satisfies any rights he may have had under any prior agreement or understanding (including, without limitation, the Predecessor Agreement) with the Company with respect to his employment by the Company.

ARTICLE 2. DEFINITIONS. Wherever used in this Agreement, including the Recitals and this ARTICLE 2, the following terms shall have the meanings set forth below (unless otherwise indicated by the context):

2.1. “Annual Compensation” means the Executive’s Base Salary, bonuses, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for services performed for the Company to the extent the amounts are includible in the Executive’s gross income.

2.2. “Base Amount” means the Executive’s average Annual Compensation for his taxable years within the Base Period. The Base Amount shall at all times be determined in accordance with Section 280G of the Code and the Regulations issued thereunder.

2.3. “Base Period” means the period consisting of the most recent five (5) taxable years of the Executive ending before the date of the Change of Control of the Company.

2.4. “Base Salary” means the annual base salary payable to the Executive as the same may be adjusted as provided in Section 6.1. The Base Salary in effect as of January 1, 2008 is \$500,000.

2.5. “Board” means the Board of Directors of the Company.

2.6. “Business” means any business engaged in, any service provided by, or any product produced by the Company, including, but not limited to, the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments.

2.7. “Cause Exception” means the right of the Company, as described in Section 5.3, to discharge the Executive at any time For Cause.

2.8. “Change of Control” means and will be deemed to have occurred on the earliest of the following dates which occurs after June 1, 2008:

(a) the date any person or group of persons (as defined in Section 13(d) and 14(d) of the Securities Exchange Act of 1934) together with its affiliates, excluding employee benefit plans of the Company, is or becomes (or publicly discloses that such person or group is or has become), directly or indirectly, the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of securities of the Company representing thirty-five percent (35%) or more of the combined voting power of the Company’s then outstanding voting securities; provided, however, that the event described in this subparagraph (a) shall not be deemed to be a Change of Control by virtue of the beneficial ownership, or the acquisition of beneficial ownership, of voting securities by (i) any employee benefit plan sponsored or maintained by the Company or by a person controlled by the Company; (ii) any underwriter (as such term is defined in Section 2(a)(11) of the Securities Act of 1933) that beneficially owns voting securities temporarily in connection with an offering of such securities; (iii) the Executive; or (iv) any member of the family of the Executive unless the Executive, acting in good faith, provides written notice to the Company that the Executive believes, and within twenty (20) business days after the Company receipt of the Executive’s notice a majority of the independent members of the Board of Directors determines that the beneficial ownership of voting securities by such family member creates a substantial threat to corporate policy and effectiveness. For the purpose of clause (iii) above, “family” means any lineal descendent, including adoptive relationships, of Earl E. Congdon or John R. Congdon, any spouse of the foregoing and any trust established by or for the benefit of any of the foregoing, and “independent” shall have the meaning set forth in the corporate governance rules of the principal exchange on which the Company’s common stock is listed; or

(b) the date when, as a result of a tender offer or exchange offer for the purchase of securities of the Company (other than such an offer by the Company for its own securities), or as a result of a proxy contest, merger, share exchange, consolidation or sale of assets, or as a result of any combination of the foregoing, individuals who at the beginning of any two (2) year period during the Term constitute the Board, plus new directors whose election or nomination for election by the Company’s shareholders is approved by a vote of at least two-thirds (2/3) of the directors still in office who were directors at the beginning of such two-year period (“Continuing Directors”), cease for any reason during such two-year period to constitute at least two-thirds (2/3) of the members the Board; or

(c) the effective date of a merger, share exchange or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger, share exchange or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving or acquiring entity) at least sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving or acquiring entity outstanding immediately after such merger or consolidation; or

(d) the effective date of a complete liquidation or winding-up of the Company; or

(e) the effective date of the sale or disposition by the Company of all or substantially all of the Company’s assets; or

(f) the date of a filing of a petition in bankruptcy of the Company, whether voluntary or involuntary.

2.9. “Code” means the Internal Revenue Code of 1986, as amended, and rules and regulations issued thereunder.

2.10. “Company” means Old Dominion Freight Line, Inc., a Virginia corporation with its principal offices at Thomasville, North Carolina.

2.11. “Confidential Information” means all information concerning the business of the Company and its affiliates that is confidential, proprietary or otherwise not generally available to the public. By way of example, Confidential Information includes, without limitation, all competitively-sensitive information, all trade secrets, processes, specifications, data, files, computer programs and related codes, software improvements, inventions, techniques, business plans, marketing plans, strategies, acquisition prospects, forecasts, methods, manner of operations, information relating to past, present and prospective customers and clients, pricing and cost information, new products, other financial information, employee lists, personnel policies, contracts, digital intellectual property, information with respect to internal affairs, and all information covered by the Trade Secrets Protection Act, N.C. Gen. Stat., Chapter 661 §§152-162 (or any successor thereto). The parties expressly agree that Confidential Information does not exist in written form only. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure

by the Executive in violation of this Agreement, or (ii) is received by the Executive from another party that did not receive such information directly or indirectly from the Company or any of its affiliates under an obligation of confidentiality.

2.12. “Customers” means and includes any and all Persons who are customers, patrons or clients of the Company with respect to the Business and with whom the Executive either had personal contact or had knowledge that such Persons were customers, patrons or clients of the Company with respect to the Business.

2.13. “For Cause” means one or more of the following: (i) habitual intoxication by the Executive which the Board determines in good faith adversely affects the Executive’s ability to perform his duties under this Agreement; (ii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, theft, fraud or embezzlement from the Company; (iii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, a felony which, as determined in good faith by the Board, constitutes a crime involving moral turpitude and results in material harm to the Company; (iv) any material act or omission by the Executive involving gross malfeasance or gross negligence in the performance of his duties and responsibilities to the Company to the detriment of the Company, all as determined by the Board in good faith; (v) any diversion by the Executive for his personal gain of any clearly viable and significant business opportunity from the Company (other than with the prior written consent of the Board); (vi) any willful violation of any provision of the Company’s Corporate Governance Guidelines, the Company’s Code of Business Conduct and Ethics, or any covenant contained in this Agreement; or (vii) the Executive’s material violation of the requirements of the Sarbanes-Oxley Act of 2002 or any other federal or state securities law, rule or regulation, including, without limitation, engagement in any conduct that results in the Executive’s obligation to reimburse the Company for the amount of any bonus, incentive-based compensation, equity-based compensation, profits realized from the sale of the Company’s securities or other compensation pursuant to application of the provisions of Section 304 of the Sarbanes-Oxley Act of 2002. For purposes of this provision, no act or failure to act on the part of the Executive shall be considered “willful” unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the Executive’s action or omission was in the best interests of the Company. For Cause shall not include the Executive’s Total Disability.

2.14. “Notice Exception” means the right, as described in Section 5.2, of either party to this Agreement to terminate the Agreement upon giving the required written notice.

2.15. “Person” means any individual, partnership, joint venture, corporation, company, firm, group or other entity.

2.16. “Term” means the term of the Executive’s employment under this Agreement as provided in Section 5.1.

2.17. “Termination Date” means the date the Term expires pursuant to the provisions of ARTICLE 5.

2.18. “Termination Year” means the calendar year in which the Term expires.

2.19. “Time Period” means the Term and the twenty-four-month period next following the expiration of the Term.

2.20. “Trade Area” means the United States of America.

2.21. “Total Disability” means the permanent and total inability, by reason of physical or mental infirmity, or both, of the Executive to perform his regular and customary duties with the Company in a satisfactory manner. The determination of the existence or nonexistence of Total Disability shall be made by the Board, pursuant to a medical examination by a medical doctor licensed to practice medicine in the State of North Carolina selected or approved by the Board.

ARTICLE 3. EMPLOYMENT OF EXECUTIVE. Subject to the terms and conditions set forth in this Agreement, the Company hereby employs the Executive and the Executive hereby accepts such employment for the period stated in ARTICLE 5 of this Agreement.

ARTICLE 4. POSITION, RESPONSIBILITIES AND DUTIES.

4.1. Position and Responsibilities. During the Term (as defined in Sections 2.16 and 5.1), the Executive shall serve as Executive Chairman of the Board on the conditions herein provided. The Executive shall perform such duties as are customarily performed by one holding the position of Executive Chairman of the Board and shall additionally render such other services and duties as may be reasonably assigned to him from time to time by the

Board, consistent with his position.

4.2. Duties. In addition to having the responsibilities described in Section 4.1, during the Term, the Executive shall also serve, if elected, as an officer and director of any subsidiary or affiliate of the Company. During the Term and except for illness, vacation periods in accordance with the Company's established policy, and leaves of absence in accordance with the Company's established policy, the Executive shall devote such of his business time, attention, skill, energies and efforts as are necessary and appropriate to enable him to faithfully perform his duties hereunder and to attend to the business and affairs of the Company and any subsidiary or affiliate of the Company. The Executive shall not during the Term be employed in any other business activity, whether or not such activity is pursued for gain, profit or other pecuniary advantage; provided, however, that (i) with the approval of the Board, the Executive may serve, or continue to serve, on the boards of directors of, and hold any other offices or positions in, companies or organizations, which, in the Board's judgment, will not present any conflict of interest with the Company or any of its subsidiaries or affiliates or divisions, or materially affect the performance of the Executive's duties pursuant to this Agreement and (ii) subject to the restrictions of Section 11.3, the Executive shall not be prevented from investing his personal assets in any business, where the form or manner of such investment will not require substantial services on the part of the Executive in the operation of the business in which such investment is made. It is expressly understood and agreed that nothing in this Agreement or, in particular, this Section 4.2 shall in any way limit, restrict or prohibit the Executive's service to or involvement with the management and operation of Old Dominion Truck Leasing, Inc.

ARTICLE 5. TERM.

5.1. Term of Employment. The Term shall commence as of June 1, 2008, and shall continue until the earliest to occur of the following: (i) May 31, 2010; (ii) the date of death of the Executive; (iii) the specified date of termination under the Notice Exception (as defined in Section 5.2); (iv) the date of termination under the Cause Exception (as defined in Section 5.3); (v) the date of termination as a result of the Executive's Total Disability; or (vi) the date the Executive fails to be elected by the shareholders of the Company to serve as a member of the Board at the Company's annual shareholder meeting or any substitute meeting duly called in accordance with the Company's bylaws.

5.2. Termination by Giving Notice. Except as otherwise provided herein, if either party hereto desires to terminate the Executive's employment, such party shall give not less than one hundred and twenty (120) days written notice of such desire to the other party specifying the date of termination (the "Notice Exception"). Notwithstanding the foregoing, in the event the Executive desires to terminate his employment within twelve (12) months following a Change of Control, the Executive is not required to provide the Company with one hundred and twenty (120) days notice of his desire to do so, but instead may do so by giving notice to the Company as provided in Section 5.5. In no event shall the Company invoke the Notice Exception during any period of Total Disability of the Executive. A decision by the Company to terminate the Executive pursuant to the Notice Exception shall be by action of the Board, and the Executive agrees that neither he nor any member of his family (as defined in Section 2.8(a)) shall vote with respect to this decision.

5.3. Termination for Cause; Automatic Termination. The Company shall at all times have the right to discharge the Executive For Cause (the "Cause Exception"). If the Company desires to discharge the Executive under the Cause Exception, it shall give notice to the Executive as provided in Section 5.5. If the Company is terminating the Executive for a reason described in Section 2.13(iv) or (v), the Executive shall have thirty (30) days after notice has been given to him to cure the reason given in the notice. If the reason for the Company's exercise of its right to terminate the Executive is timely cured by the Executive to the satisfaction of the Board, the Company's notice shall become null and void. Nothing contained herein or in this Section 5.3 shall limit the ability of the Executive to enforce his rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Cause Exception or cure under the Cause Exception. A decision by the Company to terminate the Executive pursuant to the Cause Exception shall be by action of the Board, and the Executive agrees that neither he nor any member of his family (as defined in Section 2.8(a)) shall vote with respect to this decision.

5.4. Total Disability. The Company may terminate the Executive's employment as a result of the Executive's Total Disability. If the Company desires to terminate the Executive as a result of his Total Disability, it shall give notice to the Executive as provided in Section 5.5. A decision by the Company to terminate the Executive as a result of his Total Disability shall be by action of the Board, and the Executive agrees that neither he nor any member of his family (as defined in Section 2.8(a)) shall vote with respect to this decision.

5.5. Notice of Termination. Any termination by the Company under the Cause Exception or as a result of the Executive's Total Disability or by the Executive by exercise of the Notice Exception within twelve (12) months

following a Change of Control, shall be communicated by Notice of Termination to the other party hereto. For purposes of Sections 5.2, 5.3 and 5.4, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) if the termination date is other than the date of receipt of such notice, specifies the effective date of termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to the reason given for the termination of the Executive's employment shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

5.6. Rights of Executive Upon Termination of Employment.

(a) Following the date the Term expires on account of one of the terminating events described in subparagraphs (i) (expiration of the fixed Term), (iii) (termination under Notice Exception), (v) (termination as a result of Total Disability), or (vi) (termination as a result of failure to be elected to the Board) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 11 (covenants), 12 (attorneys' fees), 14 (indemnification) and 22 (corporate merger).

(b) Following the date the Term expires on account of the Executive's death as provided in subparagraph (ii) of Section 5.1, the rights of the Executive's personal representative shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (attorneys' fees), 14 (indemnification) and 22 (corporate merger).

(c) Following the date the Executive is terminated For Cause as provided in subparagraph (iv) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 11 (covenants), 14 (indemnification) and 22 (corporate merger). In no event shall the Executive be entitled to the benefits provided in ARTICLES 10 and 12 in the event his employment is terminated by the Company For Cause.

ARTICLE 6. COMPENSATION. For all services rendered by the Executive during the Term, including without limitation, services as an executive, officer, director (except fees and reimbursements to which all members of the Board, or a subsidiary or affiliate of the Company, are generally entitled) or member of any committee of the Company or of any subsidiary, affiliate, or division thereof, the Company shall pay the Executive as compensation the following:

6.1. Base Salary. The Executive shall be paid for his services during the Term the Base Salary, payable in appropriate installments to conform with regular payroll dates for salaried personnel of the Company. The Executive's Base Salary shall be reviewed annually in accordance with the standard payroll practices and procedures of the Company applicable to its executive officers.

6.2. Discretionary Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to such bonus or bonuses, if any, as may be awarded to the Executive from time to time by the Board. Any such bonus shall be payable in the manner specified by the Board at the time any such bonus is awarded.

6.3. Incentive Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to participate in the Company's executive profit-sharing bonus program (also referred to as the "XPS" program or the "Performance Incentive Plan," or both) and receive such bonuses as may be awarded to the Executive from time to time under such program. Any such bonuses shall be payable in the manner specified in such program.

6.4. Other Plans. In addition to the Base Salary and bonuses provided for in Sections 6.1, 6.2, and 6.3, the Executive shall be entitled to participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate.

ARTICLE 7. REIMBURSEMENT OF EXPENSES AND SECRETARIAL ASSISTANCE. The Company recognizes that the Executive will incur, from time to time, expenses for the benefit of the Company and in furtherance of the Company's business, including, but not limited to, expenses for entertainment, travel and other business expenses consistent with the Company's past practices. During the Term, the Executive will be reimbursed for his reasonable expenses incurred for the benefit of the Company in accordance with the established policy of the Company as adopted from time to time by the Board. To receive such reimbursement, the Executive must present to the Company an itemized accounting, in such detail as the Company may reasonably request, of such expenditures, and all

reimbursements must be made no later than the end of the calendar year following the calendar year in which the expense was incurred. In the event of the termination of the Executive's employment for any reason, the Company shall reimburse the Executive (or in the event of death, his personal representative) for expenses incurred by the Executive on behalf of the Company prior to the Termination Date to the extent such expenses have not been previously reimbursed by the Company. The Company further agrees to furnish the Executive during the Term with an office and such secretarial assistance as shall be suitable to the character of the Executive's position with the Company and adequate for the performance of his duties hereunder. The Company further agrees that the Executive may use during the Term the Company's airplane or airplanes for personal use in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to pay on behalf of the Executive during the Term the membership dues and initiation fees for the Executive's membership in a private club or clubs in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to provide the Executive during the Term with an automobile for his use. The expenses eligible for reimbursement under this ARTICLE 7 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this ARTICLE 7 shall not be subject to liquidation or exchange for any other benefit.

ARTICLE 8. VACATION AND SICK LEAVE. The Executive shall be entitled to vacation and sick leave during the Term, commensurate with his position and in accordance with the Company's established policy for senior executives as adopted from time to time by the Board. The Executive shall continue to receive the compensation provided for in ARTICLE 6 during the time of his vacation and sick leave.

ARTICLE 9. OTHER EMPLOYEE BENEFITS. The Executive shall be entitled to participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the Executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program. Nothing in this ARTICLE 9 is intended, or shall be construed, to require the Company to institute any particular plan, program or benefit. Benefits payable pursuant to this Agreement shall be in addition to benefits payable to the Executive under all other employee benefit plans or programs of the Company.

ARTICLE 10. TERMINATION COMPENSATION.

10.1. Amount. If the Executive's employment is terminated by the Company by exercise of the Notice Exception or by the Executive by exercise of the Notice Exception, or as a result of the expiration of the fixed Term as provided in Section 5.1(i), or as a result of the shareholders failure to elect the Executive to serve as a member of the Board as provided in Section 5.1(vi), and such termination occurs within twelve (12) months following a Change of Control, the Executive shall be entitled to receive in a lump sum (i) any compensation due but not yet paid through the Termination Date, plus (ii) an amount equal to three (3) times the sum of his Base Salary and the annual bonus paid to him for the preceding calendar year under the Company's executive profit-sharing bonus program described in Section 6.3, subject to the provisions of Section 10.2. If the Executive's employment is terminated by the Company or the Executive by exercise of the Notice Exception, or as a result of the expiration of the fixed Term as provided in Section 5.1(i), or as a result of the shareholders failure to elect the Executive to serve as a member of the Board as provided in Section 5.1(vi), and such termination does not occur within twelve (12) months following a Change of Control, or the Executive's employment is terminated at any time due to the Executive's death or Total Disability or by the Company For Cause, the Executive shall only be entitled to receive in a lump sum any compensation due but not yet paid through the Termination Date. Any amounts payable to the Executive pursuant to this ARTICLE 10 shall be paid on the first day of the seventh (7th) calendar month following the calendar month in which the Termination Date occurs. In the event the Executive dies prior to receiving any or all of the amounts to which he is due pursuant to this ARTICLE 10, then such amounts shall be payable to his surviving spouse within thirty (30) days of the date of the Executive's death. If the Executive dies without a surviving spouse, no additional amounts shall be payable pursuant to this ARTICLE 10 following his death.

10.2. Parachute Payments. Notwithstanding anything in this Agreement to the contrary, in the event that the Company's outside, independent accountants shall determine that the termination compensation payable to the Executive pursuant to Section 10.1 (the "Agreement Payments") shall, as a result of a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company, constitute a parachute payment within the meaning of Section 280G of the Code, and the aggregate of such parachute payments and any other amounts paid or distributed to the Executive from any other plans or arrangements maintained by the Company or its affiliates (such other payments together with the Agreement Payments shall be referred to as the "Total Payments") would more likely than not, in the opinion of the Company's

accountants, cause the Executive to be subject to the excise tax on excess parachute payments under Section 4999 of the Code (the "Excise Tax"), the termination compensation payable pursuant to Section 10.1 shall be reduced in such amount as is required to reduce the aggregate "present value" (as that term is defined in Section 280G(d)(4) of the Code) of the Total Payments to one dollar less than three (3) times the Executive's Base Amount to the end that the Executive is not subject to the Excise Tax. If an amount has been paid to the Executive which should not have been paid due to the required reduction in aggregate present value, the Executive shall promptly return such amount to the Company (together with interest at the rate set forth in Section 1274(b)(2)(B) of the Code). For purposes of determining whether and the extent to which the Total Payments would more likely than not cause the Executive to be subject to the Excise Tax, no portion of the Total Payments, the receipt of which the Executive has effectively waived in writing, shall be taken into account.

10.3. Release. In consideration of the termination compensation payable to the Executive pursuant to this Section 10.1, the Executive agrees to complete and execute a General Release and Waiver of Claims (the "Release"), which Release shall be in substantially the form attached hereto as Exhibit A. Prior to the Executive's termination of employment, the Company may modify the Release to conform it to the laws of the local jurisdiction applicable to the Executive so long as such modification does not increase the obligations of the Executive thereunder.

ARTICLE 11. POST-TERMINATION OBLIGATIONS. All payments and benefits to the Executive under this Agreement shall be subject to the Executive's compliance with the following provisions during the Term and, except as otherwise provided in this ARTICLE 11, following the termination of the Executive's employment:

11.1. Assistance in Litigation. The Executive shall, upon reasonable notice, furnish such information and assistance to the Company as may reasonably be required by the Company in connection with any litigation in which it is, or may become, a party, and which arises out of facts and circumstances known to the Executive. The Company shall promptly reimburse the Executive for his out-of-pocket expenses incurred during his lifetime in connection with the fulfillment of his obligations under this Section 11.1 in accordance with its established policy for making reimbursements as adopted from time to time by the Board, but in any event no later than the end of the calendar year following the calendar year in which the expense was incurred. The expenses eligible for reimbursement under this Section 11.1 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this Section 11.1 shall not be subject to liquidation or exchange for any other benefit.

11.2. Confidential Information. The Executive acknowledges that all Confidential Information has a commercial value in the Company's Business and is the sole property of the Company. The Executive agrees that he shall not disclose or reveal, directly or indirectly, to any unauthorized person any Confidential Information, and the Executive confirms that such information constitutes the exclusive property of the Company; provided, however, that the foregoing shall not prohibit the Executive from disclosing such information to third parties or governmental agencies in furtherance of the interests of the Company or as may be required by law.

11.3. Noncompetition and Non-Solicitation. The Executive acknowledges and agrees that during the course of his employment with the Company, he has acquired valuable information as to the nature and character of the Business and requirements of the Customers, which information is unique and proprietary to the Company. The Executive covenants and agrees that during the Time Period he will not, directly or indirectly, on behalf of himself or on behalf of any Person: (i) call upon any of the Customers who were such at any time during the twelve-month period ending on the Executive's Termination Date for the purpose of providing any product or service similar to that provided by the Company or its affiliates or solicit, divert or take away or attempt to solicit, divert or take away any of such Customers; (ii) induce or attempt to induce any Customer who was such at any time during the twelve-month period ending on the Executive's Termination Date to patronize any Person that is engaged in a business similar to the Business; (iii) engage in any business within the Trade Area which is similar to the Business; and (iv) induce or attempt to induce any employee of the Company to leave the employ of the Company. In addition, during the Time Period and within the Trade Area, the Executive shall not be (a) the owner of an equity or ownership interest in any Person, (b) an officer, director or employee of any Person or (c) a consultant to any Person which conducts the Business.

11.4. Failure to Comply. In the event that the Executive shall fail to comply with any provision of this ARTICLE 11, the Company shall have and may exercise any and all other rights and remedies available to the Company at law or otherwise, including but not limited to obtaining an injunction from a court of competent jurisdiction enjoining and restraining the Executive from committing such violation, and the Executive hereby consents to the issuance of such injunction.

11.5. Reasonableness of Restrictions. The Executive and the Company have each carefully read the provisions of this ARTICLE 11 and, having done so, agree that the restrictions set forth in this ARTICLE (including, but not limited to, the Time Period restriction and the Trade Area restriction set forth in this ARTICLE 11) are fair and reasonable and are reasonably required for the protection of the Company's interests. Notwithstanding the foregoing, in the event any part of the covenants set forth in this ARTICLE 11 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this ARTICLE 11 relating to Time Period and/or Trade Area shall be declared by a court of competent jurisdiction to exceed the maximum time period and/or geographical areas of restriction such court deems reasonable and enforceable, said time period and/or geographical areas of restriction shall be deemed to become and thereafter be the maximum time period and/or geographical areas of restriction that such court deems reasonable and enforceable.

ARTICLE 12. ATTORNEYS' FEES. In the event that the Executive incurs any attorneys' fees in protecting or enforcing his rights under this Agreement or under any employee benefit plans or programs sponsored by the Company in which the Executive is a participant, the Company shall reimburse the Executive for such reasonable attorneys' fees and for any other reasonable expenses related thereto unless, in the case of an action instituted by the Executive, the Executive had no reasonable basis for his claim and acted in bad faith. Such reimbursement shall be made within thirty (30) days following final resolution, in favor of the Executive, of the dispute or occurrence giving rise to such fees and expenses. In no event shall the Executive be entitled to receive the reimbursements provided for in this ARTICLE 12 if his employment is terminated by the Company For Cause, or if he acts in bad faith or pursues a claim without merit, or if he fails to prevail in any action instituted by him or the Company.

ARTICLE 13. DECISIONS BY COMPANY. Any powers granted to the Board hereunder may be exercised by the Compensation Committee of the Board. Such Committee shall have general responsibility for the administration and interpretation of this Agreement.

ARTICLE 14. INDEMNIFICATION. The Company shall indemnify the Executive during his employment and thereafter to the fullest extent permitted by applicable law in respect of any judgments, fines, settlements, losses, costs or expenses (including reasonable attorneys' fees) of any nature related to or arising out of, or in connection with, his activities as an agent, employee, officer or director of the Company or in any other capacity on behalf of or at the request of the Company; provided, that in no event shall such indemnity of the Executive at any time during the period of his employment by the Company be less than the maximum indemnity provided by the Company at any time during such period to any other officer or director under and indemnification insurance policy or the bylaws or charter of the Company or by agreement.

ARTICLE 15. SOURCE OF PAYMENTS; NO TRUST. The obligations of the Company to make payments hereunder shall constitute a liability of the Company to the Executive. Such payments shall be from the general funds of the Company, and the Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and neither the Executive nor his designated beneficiary shall have any interest in any particular asset of the Company by reason of its obligations hereunder. Nothing contained in this Agreement shall create or be construed as creating a trust of any kind or any other fiduciary relationship between the Company and the Executive or any other person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

ARTICLE 16. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

ARTICLE 17. ASSIGNMENT PROHIBITED. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his or its rights or obligations hereunder without first obtaining the written consent of the other party; provided, however, that nothing in this ARTICLE 17 shall preclude the executors, administrators, or other legal representatives of the Executive or his estate from assigning any rights under this Agreement to the person or persons entitled thereto.

ARTICLE 18. NO ATTACHMENT. Except as otherwise provided in this Agreement or required by applicable law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

ARTICLE 19. HEADINGS. The headings of articles, paragraphs and sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

ARTICLE 20. GOVERNING LAW. The parties intend that this Agreement and the performance hereunder and all suits and special proceedings hereunder shall be governed by and construed in accordance with and under and pursuant to the laws of the State of North Carolina without regard to conflicts of law principles thereof and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of North Carolina shall be applicable and shall govern to the exclusion of the law of any other forum. Any action, special proceeding or other proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts of the State of North Carolina, and by execution and delivery of this Agreement, the Executive and the Company irrevocably consent to the exclusive jurisdiction of those courts and the Executive hereby submits to personal jurisdiction in the State of North Carolina. The Executive and the Company irrevocably waive any objection, including any objection based on lack of jurisdiction, improper venue or forum non conveniens, which either may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect to this Agreement or any transaction related hereto. The Executive and the Company acknowledge and agree that any service of legal process by mail in the manner provided for notices under this Agreement constitutes proper legal service of process under applicable law in any action or proceeding under or in respect to this Agreement.

ARTICLE 21. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the Executive and his heirs, executors, administrators and legal representatives and the Company and its permitted successors and assigns.

ARTICLE 22. MERGER OR CONSOLIDATION. The Company will not consolidate or merge into or with another corporation, or transfer all or substantially all of its assets to another corporation (the "Successor Corporation") unless the Successor Corporation shall assume this Agreement, and upon such assumption, the Executive and the Successor Corporation shall become obligated to perform the terms and conditions of this Agreement.

ARTICLE 23. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 24. NOTICES. All notices, requests and other communications to any party under this Agreement shall be in writing (including telefacsimile transmission or similar writing) and shall be given to such party at its address or telefacsimile number set forth below or such other address or telefacsimile number as such party may hereafter specify for the purpose by notice to the other party:

(a) If to the Executive:

Earl E. Congdon
c/o Old Dominion Freight Line, Inc.
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

With a copy to:

Earl E. Congdon
20 Harborage Isle
Fort Lauderdale, Florida 33316
Fax Number: ____

(b) If to the Company:

Old Dominion Freight Line, Inc.
Attention: General Counsel

500 Old Dominion Way

Thomasville, North Carolina 27360

Fax Number: (336) 822-5289

Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (ii) if given by any other means, when delivered at the address specified in this ARTICLE 24. Delivery of any notice, request, demand or other communication by telefacsimile shall be effective when received if received during normal business hours on a business day. If received after normal business hours, the notice, request, demand or other communication will be effective at 10:00 a.m. on the next business day.

ARTICLE 25. MODIFICATION OF AGREEMENT. Subject to the provisions of ARTICLES 10 and 29, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence at any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this ARTICLE 25 may not be waived except as herein set forth.

ARTICLE 26. TAXES. To the extent required by applicable law, the Company shall deduct and withhold all necessary Social Security taxes and all necessary federal and state withholding taxes and any other similar sums required by law to be withheld from any payments made pursuant to the terms of this Agreement.

ARTICLE 27. MITIGATION. The Executive shall not be required to mitigate the amount of the payment provided for in ARTICLE 10 by seeking other employment or otherwise, and, any payment or benefit to be provided to the Executive pursuant to this Agreement shall not be reduced by any compensation or other amount earned or collected by the Executive at any time before or after the termination of the Executive's employment.

ARTICLE 28. CLAW BACK. The Executive acknowledges that any bonus, incentive and/or equity based compensation paid to him under or pursuant to the terms of this Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of this Agreement and reduced to writing, as the same may thereafter be amended from time to time.

ARTICLE 29. COMPLIANCE WITH CODE SECTION 409A. To the extent applicable, the parties hereto intend that this Agreement comply with Section 409A of the Code, and all rules, regulations and other similar guidance issued thereunder ("Code Section 409A"). The parties agree that this Agreement shall at all times be interpreted and construed in a manner to comply with Code Section 409A (including compliance with any applicable exemptions from Code Section 409A) and that should any provision be found not in compliance with Code Section 409A, the parties are contractually obligated to execute any and all amendments to this Agreement deemed necessary and required by the Company's legal counsel to achieve compliance with Code Section 409A or any applicable exemption. By execution and delivery of this Agreement, the Executive irrevocably waives any objections he may have to the amendments required by Code Section 409A. The parties also agree that in no event shall any payment required to be made pursuant to ARTICLE 10 of this Agreement that is considered deferred compensation within the meaning of Code Section 409A be made to the Executive unless he has incurred a separation from service (as defined in Code Section 409A). In the event amendments are required to make this Agreement compliant with Code Section 409A, the Company shall use its best efforts to provide the Executive with substantially the same benefits and payments he would have been entitled to pursuant to this Agreement had Code Section 409A not applied, but in a manner that is compliant with Code Section 409A or any of its exemptions. The manner in which the immediately preceding sentence shall be implemented shall be the subject of good faith negotiations of the parties. The parties also agree that in no event shall any payment required to be made pursuant to this Agreement that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) be accelerated in violation of Code Section 409A. The parties further agree that any payment that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) and is made as a result of a separation from service cannot commence under Code Section 409A until the lapse of six (6) months after a separation from service (or death of the Executive, if earlier).

ARTICLE 30. RECITALS. The Recitals to this Agreement are incorporated herein and shall constitute an integral part of this Agreement.

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

EXECUTIVE

/s/ Earl E. Congdon

Earl E. Congdon

OLD DOMINION FREIGHT LINE, INC.

By: /s/ David S. Congdon

Name: David S. Congdon

Title: President and Chief Executive Officer

Attest:

/s/ Joel B. McCarty, Jr.

Secretary/Assistant Secretary

EXHIBIT A

**OLD DOMINION FREIGHT LINE, INC.
EMPLOYMENT AGREEMENT**

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of the payment by Old Dominion Freight Line, Inc. (the "Company") of the termination compensation (the "Termination Compensation") and other benefits payable to me pursuant to that certain Amended and Restated Employment Agreement dated __, __, to which this Exhibit A is attached (the "Agreement"), I, __ agree to and do finally and completely release and forever discharge the Company and its present and former parents, subsidiaries and affiliates, and any one or more of their present and former employees, shareholders, officers, directors or agents (the "Releasees") from any and all liabilities claims, obligations, demands and causes of action of any and every kind or nature whatsoever, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, which I now have, own or hold, or claim to have, own or hold, or which I may have, own or hold, or claim to have, own or hold, against each or any of the Releasees arising from or relating to my employment with the Company and termination of that employment.

This General Release and Waiver of Claims (this "Release") includes, without limiting the generality of the foregoing, claims arising under any provision of federal, state federal or local law, any federal, state or local anti-discrimination statute, ordinance or regulation, the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Americans with Disabilities Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act 1991, or the Employee Retirement Income Security Act of 1974, all as amended, or any similar federal, state or local statutes, ordinances or regulations, or claims in the nature of a breach of contract, claims for wrongful discharge, emotional distress, defamation, fraud or breach of the covenant of good faith and fair dealing, tort and wage or benefit claims (other than the Termination Compensation and other benefits to which I am or become entitled under the Agreement); provided, however, that this Release does not include actions brought by me (or my personal representative) to enforce the terms of this Release, including my right to the Termination Compensation and other benefits to which I am or become entitled under the Agreement, or to secure benefits under any other employee benefit plan or program of the Company of which I am a participant, or to seek indemnification under the Company's bylaws or other corporate governance documents, or to seek worker's compensation or unemployment compensation benefits, and this Release does not apply to any rights or claims that I might have which arise as a result of any conduct that occurs after the date this Release is signed by me. If I violate the terms of this Release, I agree to pay the Releasees' costs and reasonable attorneys' fees.

I acknowledge that, among other rights subject to this Release, I am hereby waiving and releasing any rights I may have under the ADEA, that this Release is knowing and voluntary, and that the consideration given for this Release is in addition to anything of value to which I was already entitled as an employee of the Company.

As provided by law, I have been advised by the Company to carefully consider the matters outlined in this Release and to consult with such professional advisors as I deem appropriate, including a lawyer of my own choice. I acknowledge I have had at least twenty-one (21) days from my receipt of this Release to consider the terms and conditions set forth herein, and I understand that I have seven (7) days following my execution of this Release to revoke my signature, in which event this Release shall not be effective or binding on the parties, and I will not receive the Termination Compensation described in the Agreement. I further understand fully and acknowledge the terms and

consequences of this Release, and I voluntarily accept them.

**ACKNOWLEDGED AND AGREED TO,
INTENDING TO BE LEGALLY BOUND HEREBY:**

Executive

Dated: ____

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made and entered into on the 28th day of May, 2008, to be effective as of the 1st day of June, 2008, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the State of Virginia and having its principal office at Thomasville, North Carolina, and **John R. Congdon** (the “Executive”), an individual residing at Richmond, Virginia.

R E C I T A L S:

The Company is engaged principally in the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments. The Executive is experienced in, and knowledgeable concerning, all aspects of the business of the Company. The Executive has heretofore been employed by the Company as its Senior Vice President pursuant to the terms of an Employment Agreement dated May 17, 2004 (the “Predecessor Agreement”). The Company desires to continue to employ the Executive as a Senior Vice President, and the Executive desires to continue to be employed by the Company in that capacity. Furthermore, the Company desires to provide for the Executive certain severance benefits. The Company and the Executive desire to amend and restate the Predecessor Agreement to reduce to writing and to clarify and more clearly state the terms of their new understanding concerning the Executive’s continued employment by the Company as a Senior Vice President pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein and the compensation the Company agrees herein to pay the Executive, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

ARTICLE 1. EFFECT OF PRIOR AGREEMENTS. This Agreement expresses the whole and entire agreement between the parties with reference to the employment of the Executive and supersedes and replaces any prior employment agreements (including, without limitation, the Predecessor Agreement), understandings or arrangements (whether written or oral) between the Company and the Executive. Without limiting the foregoing, the Executive agrees that this Agreement satisfies any rights he may have had under any prior agreement or understanding (including, without limitation, the Predecessor Agreement) with the Company with respect to his employment by the Company.

ARTICLE 2. DEFINITIONS. Wherever used in this Agreement, including the Recitals and this ARTICLE 2, the following terms shall have the meanings set forth below (unless otherwise indicated by the context):

2.1. “Annual Compensation” means the Executive’s Base Salary, bonuses, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for services performed for the Company to the extent the amounts are includible in the Executive’s gross income.

2.2. “Base Amount” means the Executive’s average Annual Compensation for his taxable years within the Base Period. The Base Amount shall at all times be determined in accordance with Section 280G of the Code and the Regulations issued thereunder.

2.3. “Base Period” means the period consisting of the most recent five (5) taxable years of the Executive ending before the date of the Change of Control of the Company.

2.4. “Base Salary” means the annual base salary payable to the Executive as the same may be adjusted as provided in Section 6.1. The Base Salary in effect as of January 1, 2008 is \$250,000.

2.5. “Board” means the Board of Directors of the Company.

2.6. “Business” means any business engaged in, any service provided by, or any product produced by the Company, including, but not limited to, the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments.

2.7. “Cause Exception” means the right of the Company, as described in Section 5.3, to discharge the Executive at any time For Cause.

2.8. “Change of Control” means and will be deemed to have occurred on the earliest of the following dates

which occurs after June 1, 2008:

(a) the date any person or group of persons (as defined in Section 13(d) and 14(d) of the Securities Exchange Act of 1934) together with its affiliates, excluding employee benefit plans of the Company, is or becomes (or publicly discloses that such person or group is or has become), directly or indirectly, the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of securities of the Company representing thirty-five percent (35%) or more of the combined voting power of the Company’s then outstanding voting securities; provided, however, that the event described in this subparagraph (a) shall not be deemed to be a Change of Control by virtue of the beneficial ownership, or the acquisition of beneficial ownership, of voting securities by (i) any employee benefit plan sponsored or maintained by the Company or by a person controlled by the Company; (ii) any underwriter (as such term is defined in Section 2(a)(11) of the Securities Act of 1933) that beneficially owns voting securities temporarily in connection with an offering of such securities; (iii) the Executive; or (iv) any member of the family of the Executive unless the Executive, acting in good faith, provides written notice to the Company that the Executive believes, and within twenty (20) business days after the Company receipt of the Executive’s notice a majority of the independent members of the Board of Directors determines, that the beneficial ownership of voting securities by such family member creates a substantial threat to corporate policy and effectiveness. For the purpose of clause (iii) above, “family” means any lineal descendent, including adoptive relationships, of Earl E. Congdon or John R. Congdon, any spouse of the foregoing and any trust established by or for the benefit of any of the foregoing, and “independent” shall have the meaning set forth in the corporate governance rules of the principal exchange on which the Company’s common stock is listed; or

(b) the date when, as a result of a tender offer or exchange offer for the purchase of securities of the Company (other than such an offer by the Company for its own securities), or as a result of a proxy contest, merger, share exchange, consolidation or sale of assets, or as a result of any combination of the foregoing, individuals who at the beginning of any two (2) year period during the Term constitute the Board, plus new directors whose election or nomination for election by the Company’s shareholders is approved by a vote of at least two-thirds (2/3) of the directors still in office who were directors at the beginning of such two-year period (“Continuing Directors”), cease for any reason during such two-year period to constitute at least two-thirds (2/3) of the members the Board; or

(c) the effective date of a merger, share exchange or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger, share exchange or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving or acquiring entity) at least sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving or acquiring entity outstanding immediately after such merger or consolidation; or

(d) the effective date of a complete liquidation or winding-up of the Company; or

(e) the effective date of the sale or disposition by the Company of all or substantially all of the Company’s assets; or

(f) the date of a filing of a petition in bankruptcy of the Company, whether voluntary or involuntary.

2.9. “Code” means the Internal Revenue Code of 1986, as amended, and rules and regulations issued thereunder.

2.10. “Company” means Old Dominion Freight Line, Inc., a Virginia corporation with its principal offices at Thomasville, North Carolina.

2.11. “Confidential Information” means all information concerning the business of the Company and its affiliates that is confidential, proprietary or otherwise not generally available to the public. By way of example, Confidential Information includes, without limitation, all competitively-sensitive information, all trade secrets, processes, specifications, data, files, computer programs and related codes, software improvements, inventions, techniques, business plans, marketing plans, strategies, acquisition prospects, forecasts, methods, manner of operations, information relating to past, present and prospective customers and clients, pricing and cost information, new products, other financial information, employee lists, personnel policies, contracts, digital intellectual property, information with respect to internal affairs, and all information covered by the Trade Secrets Protection Act, N.C. Gen. Stat., Chapter 661 §§152-162 (or any successor thereto). The parties expressly agree that Confidential Information does not exist in written form only. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Executive in violation of this Agreement, or (ii) is received by the Executive from another party that did not

receive such information directly or indirectly from the Company or any of its affiliates under an obligation of confidentiality.

2.12. “Customers” means and includes any and all Persons who are customers, patrons or clients of the Company with respect to the Business and with whom the Executive either had personal contact or had knowledge that such Persons were customers, patrons or clients of the Company with respect to the Business.

2.13. “For Cause” means one or more of the following: (i) habitual intoxication by the Executive which the Board determines in good faith adversely affects the Executive’s ability to perform his duties under this Agreement; (ii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, theft, fraud or embezzlement from the Company; (iii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, a felony which, as determined in good faith by the Board, constitutes a crime involving moral turpitude and results in material harm to the Company; (iv) any material act or omission by the Executive involving gross malfeasance or gross negligence in the performance of his duties and responsibilities to the Company to the detriment of the Company, all as determined by the Board in good faith; (v) any diversion by the Executive for his personal gain of any clearly viable and significant business opportunity from the Company (other than with the prior written consent of the Board); (vi) any willful violation of any provision of the Company’s Corporate Governance Guidelines, the Company’s Code of Business Conduct and Ethics, or any covenant contained in this Agreement; or (vii) the Executive’s material violation of the requirements of the Sarbanes-Oxley Act of 2002 or any other federal or state securities law, rule or regulation, including, without limitation, engagement in any conduct that results in the Executive’s obligation to reimburse the Company for the amount of any bonus, incentive-based compensation, equity-based compensation, profits realized from the sale of the Company’s securities or other compensation pursuant to application of the provisions of Section 304 of the Sarbanes-Oxley Act of 2002. For purposes of this provision, no act or failure to act on the part of the Executive shall be considered “willful” unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the Executive’s action or omission was in the best interests of the Company. For Cause shall not include the Executive’s Total Disability.

2.14. “Notice Exception” means the right, as described in Section 5.2, of either party to this Agreement to terminate the Agreement upon giving the required written notice.

2.15. “Person” means any individual, partnership, joint venture, corporation, company, firm, group or other entity.

2.16. “Term” means the term of the Executive’s employment under this Agreement as provided in Section 5.1.

2.17. “Termination Date” means the date the Term expires pursuant to the provisions of ARTICLE 5.

2.18. “Termination Year” means the calendar year in which the Term expires.

2.19. “Time Period” means the Term and the twenty-four-month period next following the expiration of the Term.

2.20. “Trade Area” means the United States of America.

2.21. “Total Disability” means the permanent and total inability, by reason of physical or mental infirmity, or both, of the Executive to perform his regular and customary duties with the Company in a satisfactory manner. The determination of the existence or nonexistence of Total Disability shall be made by the Board, pursuant to a medical examination by a medical doctor licensed to practice medicine in the State of North Carolina selected or approved by the Board.

ARTICLE 3. EMPLOYMENT OF EXECUTIVE. Subject to the terms and conditions set forth in this Agreement, the Company hereby employs the Executive and the Executive hereby accepts such employment for the period stated in ARTICLE 5 of this Agreement.

ARTICLE 4. POSITION, RESPONSIBILITIES AND DUTIES.

4.1. Position and Responsibilities. During the Term (as defined in Sections 2.16 and 5.1), the Executive shall serve as a Senior Vice President on the conditions herein provided. The Executive shall perform such duties as are customarily performed by one holding the position of a Senior Vice President and shall additionally render such other services and duties as may be reasonably assigned to him from time to time by the Company, consistent with his position. The Executive shall at all times report to the President and Chief Executive Officer. The Executive, at

the pleasure of the Board, shall serve as Vice-Chairman of the Board.

4.2. Duties. In addition to having the responsibilities described in Section 4.1, during the Term, the Executive shall also serve, if elected, as an officer and director of any subsidiary or affiliate of the Company. During the Term and except for illness, vacation periods in accordance with the Company's established policy, and leaves of absence in accordance with the Company's established policy, the Executive shall devote such of his business time, attention, skill, energies and efforts as are necessary and appropriate to enable him to faithfully perform his duties hereunder and to attend to the business and affairs of the Company and any subsidiary or affiliate of the Company. The Executive shall not during the Term be employed in any other business activity, whether or not such activity is pursued for gain, profit or other pecuniary advantage; provided, however, that (i) with the approval of the Board, the Executive may serve, or continue to serve, on the boards of directors of, and hold any other offices or positions in, companies or organizations, which, in the Board's judgment, will not present any conflict of interest with the Company or any of its subsidiaries or affiliates or divisions, or materially affect the performance of the Executive's duties pursuant to this Agreement and (ii) subject to the restrictions of Section 11.3, the Executive shall not be prevented from investing his personal assets in any business, where the form or manner of such investment will not require substantial services on the part of the Executive in the operation of the business in which such investment is made. It is expressly understood and agreed that nothing in this Agreement or, in particular, this Section 4.2 shall in any way limit, restrict or prohibit the Executive's service to or involvement with the management and operation of Old Dominion Truck Leasing, Inc.

ARTICLE 5. TERM.

5.1. Term of Employment. The Term shall commence as of June 1, 2008, and shall continue until the earliest to occur of the following: (i) May 31, 2010; (ii) the date of death of the Executive; (iii) the specified date of termination under the Notice Exception (as defined in Section 5.2); (iv) the date of termination under the Cause Exception (as defined in Section 5.3); or (v) the date of termination as a result of the Executive's Total Disability.

5.2. Termination by Giving Notice. Except as otherwise provided herein, if either party hereto desires to terminate the Executive's employment, such party shall give not less than one hundred and twenty (120) days written notice of such desire to the other party specifying the date of termination (the "Notice Exception"). Notwithstanding the foregoing, in the event the Executive desires to terminate his employment within twelve (12) months following a Change of Control, the Executive is not required to provide the Company with one hundred and twenty (120) days notice of his desire to do so, but instead may do so by giving notice to the Company as provided in Section 5.5. In no event shall the Company invoke the Notice Exception during any period of Total Disability of the Executive. A decision by the Company to terminate the Executive pursuant to the Notice Exception shall be by action of the Board, and the Executive agrees that neither he nor any member of his family shall vote with respect to this decision. For this purpose, "family" means any lineal descendent, including adoptive relationships, of Earl E. Congdon or David S. Congdon, any spouse of the foregoing and any trust established by or for the benefit of any of the foregoing.

5.3. Termination for Cause; Automatic Termination. The Company shall at all times have the right to discharge the Executive For Cause (the "Cause Exception"). If the Company desires to discharge the Executive under the Cause Exception, it shall give notice to the Executive as provided in Section 5.5. If the Company is terminating the Executive for a reason described in Section 2.13(iv) or (v), the Executive shall have thirty (30) days after notice has been given to him to cure the reason given in the notice. If the reason for the Company's exercise of its right to terminate the Executive is timely cured by the Executive to the satisfaction of the Board, the Company's notice shall become null and void. Nothing contained herein or in this Section 5.3 shall limit the ability of the Executive to enforce his rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Cause Exception or cure under the Cause Exception. A decision by the Company to terminate the Executive pursuant to the Cause Exception shall be by action of the Board, and the Executive agrees that neither he nor any member of his family (as defined in Section 2.8(a)) shall vote with respect to this decision.

5.4. Total Disability. The Company may terminate the Executive's employment as a result of the Executive's Total Disability. If the Company desires to terminate the Executive as a result of his Total Disability, it shall give notice to the Executive as provided in Section 5.5. A decision by the Company to terminate the Executive as a result of his Total Disability shall be by action of the Board, and the Executive agrees that neither he nor any member of his family (as defined in Section 2.8(a)) shall vote with respect to this decision.

5.5. Notice of Termination. Any termination by the Company under the Cause Exception or as a result of the Executive's Total Disability or by the Executive by exercise of the Notice Exception within twelve (12) months following a Change of Control, shall be communicated by Notice of Termination to the other party hereto. For

purposes of Sections 5.2, 5.3 and 5.4, a “Notice of Termination” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated, and (iii) if the termination date is other than the date of receipt of such notice, specifies the effective date of termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to the reason given for the termination of the Executive’s employment shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive’s or the Company’s rights hereunder.

5.6. Rights of Executive Upon Termination of Employment.

(a) Following the date the Term expires on account of one of the terminating events described in subparagraphs (i) (expiration of the fixed Term), (iii) (termination under Notice Exception), or (v) (termination as a result of Total Disability), the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 11 (covenants), 12 (attorneys’ fees), 14 (indemnification) and 22 (corporate merger).

(b) Following the date the Term expires on account of the Executive’s death as provided in subparagraph (ii) of Section 5.1, the rights of the Executive’s personal representative shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (attorneys’ fees), 14 (indemnification) and 22 (corporate merger).

(c) Following the date the Executive is terminated For Cause as provided in subparagraph (iv) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 11 (covenants), 14 (indemnification) and 22 (corporate merger). In no event shall the Executive be entitled to the benefits provided in ARTICLES 10 and 12 in the event his employment is terminated by the Company For Cause.

ARTICLE 6. COMPENSATION. For all services rendered by the Executive during the Term, including without limitation, services as an executive, officer, director (except fees and reimbursements to which all members of the Board, or a subsidiary or affiliate of the Company, are generally entitled) or member of any committee of the Company or of any subsidiary, affiliate, or division thereof, the Company shall pay the Executive as compensation the following:

6.1. Base Salary. The Executive shall be paid for his services during the Term the Base Salary, payable in appropriate installments to conform with regular payroll dates for salaried personnel of the Company. The Executive’s Base Salary shall be reviewed annually in accordance with the standard payroll practices and procedures of the Company applicable to its executive officers.

6.2. Discretionary Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to such bonus or bonuses, if any, as may be awarded to the Executive from time to time by the Board. Any such bonus shall be payable in the manner specified by the Board at the time any such bonus is awarded.

6.3. Incentive Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to participate in the Company’s executive profit-sharing bonus program (also referred to as the “XPS” program or the “Performance Incentive Plan,” or both) and receive such bonuses as may be awarded to the Executive from time to time under such program. Any such bonuses shall be payable in the manner specified in such program.

6.4. Other Plans. In addition to the Base Salary and bonuses provided for in Sections 6.1, 6.2, and 6.3, the Executive shall be entitled to participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate.

ARTICLE 7. REIMBURSEMENT OF EXPENSES. The Company recognizes that the Executive will incur, from time to time, expenses for the benefit of the Company and in furtherance of the Company’s business, including, but not limited to, expenses for entertainment, travel and other business expenses consistent with the Company’s past practices. During the Term, the Executive will be reimbursed for his reasonable expenses incurred for the benefit of the Company in accordance with the established policy of the Company as adopted from time to time by the Board. To receive such reimbursement, the Executive must present to the Company an itemized accounting, in such detail as the Company may reasonably request, of such expenditures, and all reimbursements must be made no later than the end of the calendar year following the calendar year in which the expense was incurred. In the event of the termination of the Executive’s employment for any reason, the Company shall reimburse the Executive (or in the event

of death, his personal representative) for expenses incurred by the Executive on behalf of the Company prior to the Termination Date to the extent such expenses have not been previously reimbursed by the Company. The expenses eligible for reimbursement under this ARTICLE 7 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this ARTICLE 7 shall not be subject to liquidation or exchange for any other benefit.

ARTICLE 8. VACATION AND SICK LEAVE. The Executive shall be entitled to vacation and sick leave during the Term, commensurate with his position and in accordance with the Company's established policy for senior executives as adopted from time to time by the Board. The Executive shall continue to receive the compensation provided for in ARTICLE 6 during the time of his vacation and sick leave.

ARTICLE 9. OTHER EMPLOYEE BENEFITS. The Executive shall be entitled to participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the Executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program. Nothing in this ARTICLE 9 is intended, or shall be construed, to require the Company to institute any particular plan, program or benefit. Benefits payable pursuant to this Agreement shall be in addition to benefits payable to the Executive under all other employee benefit plans or programs of the Company.

ARTICLE 10. TERMINATION COMPENSATION.

10.1. Amount. If the Executive's employment is terminated by the Company by exercise of the Notice Exception or by the Executive by exercise of the Notice Exception, or as a result of the expiration of the fixed Term as provided in Section 5.1(i), and such termination occurs within twelve (12) months following a Change of Control, the Executive shall be entitled to receive in a lump sum (i) any compensation due but not yet paid through the Termination Date, plus (ii) an amount equal to three (3) times the sum of his Base Salary and the annual bonus paid to him for the preceding calendar year under the Company's executive profit-sharing bonus program described in Section 6.3, subject to the provisions of Section 10.2. If the Executive's employment is terminated by the Company or the Executive by exercise of the Notice Exception, or as a result of the expiration of the fixed Term as provided in Section 5.1(i), and such termination does not occur within twelve (12) months following a Change of Control, or the Executive's employment is terminated at any time due to the Executive's death or Total Disability or by the Company For Cause, the Executive shall only be entitled to receive in a lump sum any compensation due but not yet paid through the Termination Date. Any amounts payable to the Executive pursuant to this ARTICLE 10 shall be paid on the first day of the seventh (7th) calendar month following the calendar month in which the Termination Date occurs. In the event the Executive dies prior to receiving any or all of the amounts to which he is due pursuant to this ARTICLE 10, then such amounts shall be payable to his surviving spouse within thirty (30) days of the date of the Executive's death. If the Executive dies without a surviving spouse, no additional amounts shall be payable pursuant to this ARTICLE 10 following his death.

10.2. Parachute Payments. Notwithstanding anything in this Agreement to the contrary, in the event that the Company's outside, independent accountants shall determine that the termination compensation payable to the Executive pursuant to Section 10.1 (the "Agreement Payments") shall, as a result of a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company, constitute a parachute payment within the meaning of Section 280G of the Code, and the aggregate of such parachute payments and any other amounts paid or distributed to the Executive from any other plans or arrangements maintained by the Company or its affiliates (such other payments together with the Agreement Payments shall be referred to as the "Total Payments") would more likely than not, in the opinion of the Company's accountants, cause the Executive to be subject to the excise tax on excess parachute payments under Section 4999 of the Code (the "Excise Tax"), the termination compensation payable pursuant to Section 10.1 shall be reduced in such amount as is required to reduce the aggregate "present value" (as that term is defined in Section 280G(d)(4) of the Code) of the Total Payments to one dollar less than three (3) times the Executive's Base Amount to the end that the Executive is not subject to the Excise Tax. If an amount has been paid to the Executive which should not have been paid due to the required reduction in aggregate present value, the Executive shall promptly return such amount to the Company (together with interest at the rate set forth in Section 1274(b)(2)(B) of the Code). For purposes of determining whether and the extent to which the Total Payments would more likely than not cause the Executive to be subject to the Excise Tax, no portion of the Total Payments, the receipt of which the Executive has effectively waived in writing, shall be taken into account.

10.3. Release. In consideration of the termination compensation payable to the Executive pursuant to this Section 10.1, the Executive agrees to complete and execute a General Release and Waiver of Claims (the

“Release”), which Release shall be in substantially the form attached hereto as Exhibit A. Prior to the Executive’s termination of employment, the Company may modify the Release to conform it to the laws of the local jurisdiction applicable to the Executive so long as such modification does not increase the obligations of the Executive thereunder.

ARTICLE 11. POST-TERMINATION OBLIGATIONS. All payments and benefits to the Executive under this Agreement shall be subject to the Executive’s compliance with the following provisions during the Term and, except as otherwise provided in this ARTICLE 11, following the termination of the Executive’s employment:

11.1. Assistance in Litigation. The Executive shall, upon reasonable notice, furnish such information and assistance to the Company as may reasonably be required by the Company in connection with any litigation in which it is, or may become, a party, and which arises out of facts and circumstances known to the Executive. The Company shall promptly reimburse the Executive for his out-of-pocket expenses incurred during his lifetime in connection with the fulfillment of his obligations under this Section 11.1 in accordance with its established policy for making reimbursements as adopted from time to time by the Board, but in any event no later than the end of the calendar year following the calendar year in which the expense was incurred. The expenses eligible for reimbursement under this Section 11.1 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive’s rights under this Section 11.1 shall not be subject to liquidation or exchange for any other benefit.

11.2. Confidential Information. The Executive acknowledges that all Confidential Information has a commercial value in the Company’s Business and is the sole property of the Company. The Executive agrees that he shall not disclose or reveal, directly or indirectly, to any unauthorized person any Confidential Information, and the Executive confirms that such information constitutes the exclusive property of the Company; provided, however, that the foregoing shall not prohibit the Executive from disclosing such information to third parties or governmental agencies in furtherance of the interests of the Company or as may be required by law.

11.3. Noncompetition and Non-Solicitation. The Executive acknowledges and agrees that during the course of his employment with the Company, he has acquired valuable information as to the nature and character of the Business and requirements of the Customers, which information is unique and proprietary to the Company. The Executive covenants and agrees that during the Time Period he will not, directly or indirectly, on behalf of himself or on behalf of any Person: (i) call upon any of the Customers who were such at any time during the twelve-month period ending on the Executive’s Termination Date for the purpose of providing any product or service similar to that provided by the Company or its affiliates or solicit, divert or take away or attempt to solicit, divert or take away any of such Customers; (ii) induce or attempt to induce any Customer who was such at any time during the twelve-month period ending on the Executive’s Termination Date to patronize any Person that is engaged in a business similar to the Business; (iii) engage in any business within the Trade Area which is similar to the Business; and (iv) induce or attempt to induce any employee of the Company to leave the employ of the Company. In addition, during the Time Period and within the Trade Area, the Executive shall not be (a) the owner of an equity or ownership interest in any Person, (b) an officer, director or employee of any Person or (c) a consultant to any Person which conducts the Business.

11.4. Failure to Comply. In the event that the Executive shall fail to comply with any provision of this ARTICLE 11, the Company shall have and may exercise any and all other rights and remedies available to the Company at law or otherwise, including but not limited to obtaining an injunction from a court of competent jurisdiction enjoining and restraining the Executive from committing such violation, and the Executive hereby consents to the issuance of such injunction.

11.5. Reasonableness of Restrictions. The Executive and the Company have each carefully read the provisions of this ARTICLE 11 and, having done so, agree that the restrictions set forth in this ARTICLE (including, but not limited to, the Time Period restriction and the Trade Area restriction set forth in this ARTICLE 11) are fair and reasonable and are reasonably required for the protection of the Company’s interests. Notwithstanding the foregoing, in the event any part of the covenants set forth in this ARTICLE 11 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this ARTICLE 11 relating to Time Period and/or Trade Area shall be declared by a court of competent jurisdiction to exceed the maximum time period and/or geographical areas of restriction such court deems reasonable and enforceable, said time period and/or geographical areas of restriction shall be deemed to become and thereafter be the maximum time period and/or geographical areas of restriction that such court deems reasonable and enforceable.

ARTICLE 12. ATTORNEYS’ FEES. In the event that the Executive incurs any attorneys’ fees in protecting

or enforcing his rights under this Agreement or under any employee benefit plans or programs sponsored by the Company in which the Executive is a participant, the Company shall reimburse the Executive for such reasonable attorneys' fees and for any other reasonable expenses related thereto unless, in the case of an action instituted by the Executive, the Executive had no reasonable basis for his claim and acted in bad faith. Such reimbursement shall be made within thirty (30) days following final resolution, in favor of the Executive, of the dispute or occurrence giving rise to such fees and expenses. In no event shall the Executive be entitled to receive the reimbursements provided for in this ARTICLE 12 if his employment is terminated by the Company For Cause, or if he acts in bad faith or pursues a claim without merit, or if he fails to prevail in any action instituted by him or the Company.

ARTICLE 13. DECISIONS BY COMPANY. Any powers granted to the Board hereunder may be exercised by the Compensation Committee of the Board. Such Committee shall have general responsibility for the administration and interpretation of this Agreement.

ARTICLE 14. INDEMNIFICATION. The Company shall indemnify the Executive during his employment and thereafter to the fullest extent permitted by applicable law in respect of any judgments, fines, settlements, losses, costs or expenses (including reasonable attorneys' fees) of any nature related to or arising out of, or in connection with, his activities as an agent, employee, officer or director of the Company or in any other capacity on behalf of or at the request of the Company; provided, that in no event shall such indemnity of the Executive at any time during the period of his employment by the Company be less than the maximum indemnity provided by the Company at any time during such period to any other officer or director under and indemnification insurance policy or the bylaws or charter of the Company or by agreement.

ARTICLE 15. SOURCE OF PAYMENTS; NO TRUST. The obligations of the Company to make payments hereunder shall constitute a liability of the Company to the Executive. Such payments shall be from the general funds of the Company, and the Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and neither the Executive nor his designated beneficiary shall have any interest in any particular asset of the Company by reason of its obligations hereunder. Nothing contained in this Agreement shall create or be construed as creating a trust of any kind or any other fiduciary relationship between the Company and the Executive or any other person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

ARTICLE 16. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

ARTICLE 17. ASSIGNMENT PROHIBITED. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his or its rights or obligations hereunder without first obtaining the written consent of the other party; provided, however, that nothing in this ARTICLE 17 shall preclude the executors, administrators, or other legal representatives of the Executive or his estate from assigning any rights under this Agreement to the person or persons entitled thereto.

ARTICLE 18. NO ATTACHMENT. Except as otherwise provided in this Agreement or required by applicable law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

ARTICLE 19. HEADINGS. The headings of articles, paragraphs and sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

ARTICLE 20. GOVERNING LAW. The parties intend that this Agreement and the performance hereunder and all suits and special proceedings hereunder shall be governed by and construed in accordance with and under and pursuant to the laws of the State of North Carolina without regard to conflicts of law principles thereof and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of North Carolina shall be applicable and shall govern to the exclusion of the law of any other forum. Any action, special proceeding or other proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts of the State of North Carolina, and by execution and delivery of this Agreement, the Executive and the Company irrevocably consent to the exclusive jurisdiction of those courts and the Executive hereby submits to personal jurisdiction in the State of North Carolina. The Executive and the Company irrevocably waive any objection, including any objection based on lack of jurisdiction, improper venue or forum non

conveniens, which either may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect to this Agreement or any transaction related hereto. The Executive and the Company acknowledge and agree that any service of legal process by mail in the manner provided for notices under this Agreement constitutes proper legal service of process under applicable law in any action or proceeding under or in respect to this Agreement.

ARTICLE 21. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the Executive and his heirs, executors, administrators and legal representatives and the Company and its permitted successors and assigns.

ARTICLE 22. MERGER OR CONSOLIDATION. The Company will not consolidate or merge into or with another corporation, or transfer all or substantially all of its assets to another corporation (the "Successor Corporation") unless the Successor Corporation shall assume this Agreement, and upon such assumption, the Executive and the Successor Corporation shall become obligated to perform the terms and conditions of this Agreement.

ARTICLE 23. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 24. NOTICES. All notices, requests and other communications to any party under this Agreement shall be in writing (including telefacsimile transmission or similar writing) and shall be given to such party at its address or telefacsimile number set forth below or such other address or telefacsimile number as such party may hereafter specify for the purpose by notice to the other party:

(a) If to the Executive:

John R. Congdon
c/o Old Dominion Freight Line, Inc.
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

With a copy to:

John R. Congdon
112 West Square Drive
Richmond, Virginia 23233
Fax Number: ____

(b) If to the Company:

Old Dominion Freight Line, Inc.
Attention: General Counsel
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (ii) if given by any other means, when delivered at the address specified in this ARTICLE 24. Delivery of any notice, request, demand or other communication by telefacsimile shall be effective when received if received during normal business hours on a business day. If received after normal business hours, the notice, request, demand or other communication will be effective at 10:00 a.m. on the next business day.

ARTICLE 25. MODIFICATION OF AGREEMENT. Subject to the provisions of ARTICLES 10 and 29, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence at any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this ARTICLE 25 may not be waived except as herein set forth.

ARTICLE 26. TAXES. To the extent required by applicable law, the Company shall deduct and withhold all necessary Social Security taxes and all necessary federal and state withholding taxes and any other similar sums required by law to be withheld from any payments made pursuant to the terms of this Agreement.

ARTICLE 27. MITIGATION. The Executive shall not be required to mitigate the amount of the payment provided for in ARTICLE 10 by seeking other employment or otherwise, and, any payment or benefit to be provided to the Executive pursuant to this Agreement shall not be reduced by any compensation or other amount earned or collected by the Executive at any time before or after the termination of the Executive's employment.

ARTICLE 28. CLAW BACK. The Executive acknowledges that any bonus, incentive and/or equity based compensation paid to him under or pursuant to the terms of this Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of this Agreement and reduced to writing, as the same may thereafter be amended from time to time.

ARTICLE 29. COMPLIANCE WITH CODE SECTION 409A. To the extent applicable, the parties hereto intend that this Agreement comply with Section 409A of the Code, and all rules, regulations and other similar guidance issued thereunder ("Code Section 409A"). The parties agree that this Agreement shall at all times be interpreted and construed in a manner to comply with Code Section 409A (including compliance with any applicable exemptions from Code Section 409A) and that should any provision be found not in compliance with Code Section 409A, the parties are contractually obligated to execute any and all amendments to this Agreement deemed necessary and required by the Company's legal counsel to achieve compliance with Code Section 409A or any applicable exemption. By execution and delivery of this Agreement, the Executive irrevocably waives any objections he may have to the amendments required by Code Section 409A. The parties also agree that in no event shall any payment required to be made pursuant to ARTICLE 10 of this Agreement that is considered deferred compensation within the meaning of Code Section 409A be made to the Executive unless he has incurred a separation from service (as defined in Code Section 409A). In the event amendments are required to make this Agreement compliant with Code Section 409A, the Company shall use its best efforts to provide the Executive with substantially the same benefits and payments he would have been entitled to pursuant to this Agreement had Code Section 409A not applied, but in a manner that is compliant with Code Section 409A or any of its exemptions. The manner in which the immediately preceding sentence shall be implemented shall be the subject of good faith negotiations of the parties. The parties also agree that in no event shall any payment required to be made pursuant to this Agreement that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) be accelerated in violation of Code Section 409A. The parties further agree that any payment that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) and is made as a result of a separation from service cannot commence under Code Section 409A until the lapse of six (6) months after a separation from service (or death of the Executive, if earlier).

ARTICLE 30. LIFE INSURANCE BENEFIT. The Company has purchased and currently owns the following life insurance policies (collectively, the "Policies") on the life of the Executive:

<u>Issuer</u>	<u>Policy No.</u>
The Northwestern Mutual Life Insurance Company	6204845 ("Policy No. 1")
The Northwestern Mutual Life Insurance Company	7040586 ("Policy No. 2")

The Executive was previously granted the right to designate the beneficiary of \$500,000 of the death benefit payable under Policy No. 1 and \$1,500,000 of the death benefit payable under Policy No. 2 (the "Designation Rights"). The Executive subsequently assigned his Designation Rights to his spouse, Natalie N. Congdon, on June 20, 1991. The Company shall continue the Policies in full force and effect and pay all premiums required to be paid under such Policies, if any, during the period of the Executive's employment with the Company. Upon the termination of the Executive's employment with the Company for any reason other than death, the Designation Rights shall cease as of

the Executive's Termination Date and neither the Executive nor his spouse shall have any rights under or in the Policies. Following the Executive's Termination Date, the Company alone may exercise all rights under the Policies. The Executive and his spouse, Natalie N. Congdon, shall take all actions and execute any and all documents as may be necessary or required to relinquish the Designation Rights as of the Executive's Termination Date.

ARTICLE 31. RECITALS. The Recitals to this Agreement are incorporated herein and shall constitute an integral part of this Agreement.

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

EXECUTIVE

/s/ John R. Congdon

John R. Congdon

OLD DOMINION FREIGHT LINE, INC.

By: /s/ David S. Congdon

Name: David S. Congdon

Title: President and Chief Executive Officer

Attest:

/s/ Joel B. McCarty, Jr.

Secretary/Asst. Secretary

EXHIBIT A

**OLD DOMINION FREIGHT LINE, INC.
EMPLOYMENT AGREEMENT**

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of the payment by Old Dominion Freight Line, Inc. (the "Company") of the termination compensation (the "Termination Compensation") and other benefits payable to me pursuant to that certain Amended and Restated Employment Agreement dated __, __, to which this Exhibit A is attached (the "Agreement"), I, __ agree to and do finally and completely release and forever discharge the Company and its present and former parents, subsidiaries and affiliates, and any one or more of their present and former employees, shareholders, officers, directors or agents (the "Releasees") from any and all liabilities claims, obligations, demands and causes of action of any and every kind or nature whatsoever, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, which I now have, own or hold, or claim to have, own or hold, or which I may have, own or hold, or claim to have, own or hold, against each or any of the Releasees arising from or relating to my employment with the Company and termination of that employment.

This General Release and Waiver of Claims (this "Release") includes, without limiting the generality of the foregoing, claims arising under any provision of federal, state federal or local law, any federal, state or local anti-discrimination statute, ordinance or regulation, the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Americans with Disabilities Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act 1991, or the Employee Retirement Income Security Act of 1974, all as amended, or any similar federal, state or local statutes, ordinances or regulations, or claims in the nature of a breach of contract, claims for wrongful discharge, emotional distress, defamation, fraud or breach of the covenant of good faith and fair dealing, tort and wage or benefit claims (other than the Termination Compensation and other benefits to which I am or become entitled under the Agreement); provided, however, that this Release does not include actions brought by me (or my personal representative) to enforce the terms of this Release, including my right to the Termination Compensation and other benefits to which I am or become entitled under the Agreement, or to secure benefits under any other employee benefit plan or program of the Company of which I am a participant, or to seek indemnification under the Company's bylaws or other corporate governance documents, or to seek worker's compensation or unemployment compensation benefits, and this Release does not apply to any rights or claims that I might have which arise as a result of any conduct that occurs after the date this Release is signed by me. If I violate the terms of this Release, I agree to pay the Releasees' costs and reasonable attorneys' fees.

I acknowledge that, among other rights subject to this Release, I am hereby waiving and releasing any rights I may have under the ADEA, that this Release is knowing and voluntary, and that the consideration given for this

Release is in addition to anything of value to which I was already entitled as an employee of the Company.

As provided by law, I have been advised by the Company to carefully consider the matters outlined in this Release and to consult with such professional advisors as I deem appropriate, including a lawyer of my own choice. I acknowledge I have had at least twenty-one (21) days from my receipt of this Release to consider the terms and conditions set forth herein, and I understand that I have seven (7) days following my execution of this Release to revoke my signature, in which event this Release shall not be effective or binding on the parties, and I will not receive the Termination Compensation described in the Agreement. I further understand fully and acknowledge the terms and consequences of this Release, and I voluntarily accept them.

**ACKNOWLEDGED AND AGREED TO,
INTENDING TO BE LEGALLY BOUND HEREBY:**

Executive

Dated: ____

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made and entered into on the 28th day of May, 2008, to be effective as of the 1st day of June, 2008, by and between **OLD DOMINION FREIGHT LINE, INC.** (the “Company”), a corporation organized and existing under the laws of the State of Virginia and having its principal office at Thomasville, North Carolina, and **David S. Congdon** (the “Executive”), an individual residing at High Point, North Carolina.

RECITALS:

The Company is engaged in the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments. The Executive is experienced in, and knowledgeable concerning, all aspects of the business of the Company. The Executive has heretofore been employed by the Company as its President and Chief Operating Officer pursuant to the terms of an Employment Agreement dated May 17, 2004 (the “Predecessor Agreement”). The Company desires to continue to employ the Executive as President and Chief Executive Officer of the Company, and the Executive desires to continue to be employed by the Company in that capacity. Furthermore, the Company desires to provide for the Executive certain disability, death and severance benefits in addition to those provided by the employee benefit plans of the Company. The Company and the Executive desire to amend and restate the Predecessor Agreement to reduce to writing and to clarify and more clearly state the terms of their new understanding concerning the Executive’s continued employment by the Company as its President and Chief Executive Officer pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein and the compensation the Company agrees herein to pay the Executive, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

ARTICLE 1. EFFECT OF PRIOR AGREEMENTS. This Agreement expresses the whole and entire agreement between the parties with reference to the employment of the Executive and supersedes and replaces any prior employment agreements (including, without limitation, the Predecessor Agreement), understandings or arrangements (whether written or oral) between the Company and the Executive. Without limiting the foregoing, the Executive agrees that this Agreement satisfies any rights he may have had under any prior agreement or understanding (including, without limitation, the Predecessor Agreement) with the Company with respect to his employment by the Company.

ARTICLE 2. DEFINITIONS. Wherever used in this Agreement, including the Recitals and this ARTICLE 2, the following terms shall have the meanings set forth below (unless otherwise indicated by the context):

2.1. “Annual Compensation” means the Executive’s Base Salary plus the annual bonus payable to him under the Company’s executive profit-sharing bonus program described in Section 6.3.

2.2. “Base Salary” means the annual base salary payable to the Executive as the same may be adjusted as provided in Section 6.1. The Base Salary in effect as of January 1, 2008 is \$500,000.

2.3. “Board” means the Board of Directors of the Company.

2.4. “Business” means any business engaged in, any service provided by, or any product produced by the Company, including, but not limited to, the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments.

2.5. “Cause Exception” means the right of the Company, as described in Section 5.3, to discharge the Executive at any time for Cause.

2.6. “Change of Control” means and will be deemed to have occurred on the earliest of the following dates which occurs after June 1, 2008:

(a) the date any person or group of persons (as defined in Section 13(d) and 14(d) of the Securities Exchange Act of 1934) together with its affiliates, excluding employee benefit plans of the Company, is or becomes (or publicly discloses that such person or group is or has become), directly or indirectly, the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of securities of the Company representing thirty-five percent (35%) or more of the combined voting power of the Company’s then outstanding

voting securities; provided, however, that the event described in this subparagraph (a) shall not be deemed to be a Change of Control by virtue of the beneficial ownership, or the acquisition of beneficial ownership, of voting securities by (i) any employee benefit plan sponsored or maintained by the Company or by a person controlled by the Company; (ii) any underwriter (as such term is defined in Section 2(a)(11) of the Securities Act of 1933) that beneficially owns voting securities temporarily in connection with an offering of such securities; (iii) the Executive; or (iv) any member of the family of the Executive unless the Executive, acting in good faith, provides written notice to the Company that the Executive believes, and within twenty (20) business days after the Company receipt of the Executive's notice a majority of the independent members of the Board of Directors determines, that the beneficial ownership of voting securities by such family member creates a substantial threat to corporate policy and effectiveness. For the purpose of clause (iii) above, "family" means any lineal descendent, including adoptive relationships, of Earl E. Congdon or John R. Congdon, any spouse of the foregoing and any trust established by or for the benefit of any of the foregoing, and "independent" shall have the meaning set forth in the corporate governance rules of the principal exchange on which the Company's common stock is listed; or

(b) the date when, as a result of a tender offer or exchange offer for the purchase of securities of the Company (other than such an offer by the Company for its own securities), or as a result of a proxy contest, merger, share exchange, consolidation or sale of assets, or as a result of any combination of the foregoing, individuals who at the beginning of any two (2) year period during the Term constitute the Board, plus new directors whose election or nomination for election by the Company's shareholders is approved by a vote of at least two-thirds (2/3) of the directors still in office who were directors at the beginning of such two-year period ("Continuing Directors"), cease for any reason during such two-year period to constitute at least two-thirds (2/3) of the members the Board; or

(c) the effective date of a merger, share exchange or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger, share exchange or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving or acquiring entity) at least sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving or acquiring entity outstanding immediately after such merger or consolidation; or

(d) the effective date of the sale or disposition by the Company of all or substantially all of the Company's assets.

2.7. "Code" means the Internal Revenue Code of 1986, as amended, and rules and regulations issued thereunder.

2.8. "Company" means Old Dominion Freight Line, Inc., a Virginia corporation with its principal offices at Thomasville, North Carolina.

2.9. "Company Welfare Benefit Plans" means the group medical, dental, vision and life insurance plans or programs (whether insured or self insured, or any combination thereof) provided by the Company for the benefit of its active employees or former employees and their dependents. The group medical, dental, and vision plans shall sometimes be referred to herein as the "**Company Health Care Plan**" and the group life insurance plan shall sometimes be referred to herein as the "**Company Life Insurance Plan.**"

2.10. "Compensation Continuance Period" means the three-year period commencing on the first day of the calendar month next following the calendar month in which the Termination Date occurs.

2.11. "Compensation Continuance Termination Event" means the termination of the Executive's employment by the Company's exercise of the Notice Exception, or by the Company as a result of the Executive's Total Disability, or by the Executive for Good Reason or by the Executive's exercise of the Notice Exception after attaining his 65th birthday, or, in the event the Company gives notice which causes the Term to be fixed for a definite three-year period in accordance with Section 5.1, the termination of the Executive's employment upon expiration of the fixed Term. In no event shall the termination of the Executive's employment as a result of his death or For Cause be treated as a Compensation Continuance Termination Event.

2.12. "Confidential Information" means all information concerning the business of the Company and its affiliates that is confidential, proprietary or otherwise not generally available to the public. By way of example, Confidential Information includes, without limitation, all competitively-sensitive information, all trade secrets, processes, specifications, data, files, computer programs and related codes, software improvements, inventions, techniques, business plans, marketing plans, strategies, acquisition prospects, forecasts, methods, manner of operations, information relating to past, present and prospective customers and clients, pricing and cost information,

new products, other financial information, employee lists, personnel policies, contracts, digital intellectual property, information with respect to internal affairs, and all information covered by the Trade Secrets Protection Act, N.C. Gen. Stat., Chapter 661 §§152-162 (or any successor thereto). The parties expressly agree that Confidential Information does not exist in written form only. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Executive in violation of this Agreement, or (ii) is received by the Executive from another party that did not receive such information directly or indirectly from the Company or any of its affiliates under an obligation of confidentiality.

2.13. “Customers” means and includes any and all Persons who are customers, patrons or clients of the Company with respect to the Business and with whom the Executive either had personal contact or had knowledge that such Persons were customers, patrons or clients of the Company with respect to the Business.

2.14. “Excise Tax” means the excise tax on excess parachute payments under Section 4999 of the Code (or any successor or similar provision thereof), including any interest or penalties with respect to such excise tax.

2.15. “Extended Coverage Period” means the period commencing on the Termination Date and ending on the earlier of the date of the Executive’s death or the last day of the calendar month in which he receives his final payment of compensation continuance pursuant to Section 10.2.

2.16. “Final Average Compensation” means the average of the Executive’s Annual Compensation for the three (3) calendar years within the five (5) calendar year period next preceding the calendar year in which falls his Termination Date, which will produce the highest average; provided, however, that the Executive’s Annual Compensation for his Termination Year shall be one of the calendar years used to compute his Final Average Compensation if doing so would result in a higher average.

2.17. “For Cause” means one or more of the following: (i) habitual intoxication by the Executive which the Board determines in good faith adversely affects the Executive’s ability to perform his duties under this Agreement; (ii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, theft, fraud or embezzlement from the Company; (iii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, a felony which, as determined in good faith by the Board, constitutes a crime involving moral turpitude and results in material harm to the Company; (iv) any material act or omission by the Executive involving gross malfeasance or gross negligence in the performance of his duties and responsibilities to the Company to the detriment of the Company, all as determined by the Board in good faith; (v) any diversion by the Executive for his personal gain of any clearly viable and significant business opportunity from the Company (other than with the prior written consent of the Board); (vi) any willful violation of any provision of the Company’s Corporate Governance Guidelines, the Company’s Code of Business Conduct and Ethics, or any covenant contained in this Agreement; or (vii) the Executive’s material violation of the requirements of the Sarbanes-Oxley Act of 2002 or any other federal or state securities law, rule or regulation, including, without limitation, engagement in any conduct that results in the Executive’s obligation to reimburse the Company for the amount of any bonus, incentive-based compensation, equity-based compensation, profits realized from the sale of the Company’s securities or other compensation pursuant to application of the provisions of Section 304 of the Sarbanes-Oxley Act of 2002. For purposes of this provision, no act or failure to act on the part of the Executive shall be considered “willful” unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the Executive’s action or omission was in the best interests of the Company. For Cause shall not include the Executive’s Total Disability.

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

2.19. “Good Reason” means, without the Executive’s express written consent, any of the following:

- (a) a material breach by the Company of any provision of this Agreement;
- (b) the failure of the Executive to be elected or re-elected to the Board;
- (c) a material reduction by the Company in the Executive's Base Salary as in effect as of the date of this Agreement or as the same shall be increased from time to time;
- (d) the liquidation, dissolution, consolidation or merger of the Company or transfer of all or a significant portion of the Company's assets unless a successor or successors (by merger, consolidation or otherwise) to which all or a significant portion of the assets have been transferred assumes all duties and obligations of the Company under this Agreement;
- (e) the assignment to the Executive of duties inconsistent with the position and status of the offices and positions of the Company held by the Executive as of the date of this Agreement;
- (f) the exclusion of the Executive from participation in the Company's employee benefit plans (other than as a result of the termination of the plan or any other action of the Company that affects substantially all employees participating in the plan) in effect as of the date of this Agreement, as the same may be improved or enhanced from time to time;
- (g) the transfer of the Executive's primary work location to a location that is more than thirty (30) miles from the Executive's primary work location immediately prior to the date of this Agreement or the requirement that the Executive relocate his principal residence more than thirty (30) miles from the Executive's primary work location as of the date of this Agreement;
- (h) the requirement by the Company that the Executive travel on Company business to a substantially greater extent than required immediately prior to the date of this Agreement; or
- (i) the occurrence of a Fundamental Disagreement.

Notwithstanding the foregoing, the occurrence of an event that would otherwise constitute Good Reason under this Section 2.19 shall cease to be an event constituting Good Reason if the Executive fails to provide the Company with notice of the occurrence of any of the foregoing within the thirty (30) day period immediately following the date on which the Executive first becomes aware (or reasonably should have become aware) of the occurrence of such event, except that the occurrence of a Fundamental Disagreement shall be governed by Section 2.18.

2.20. "Individual Policy" means an individual policy of insurance providing coverage for the Executive and his dependants.

2.21. "Life Insurance Benefit" means ten million dollars (\$10,000,000) of life insurance coverage (the "Coverage") for the benefit and protection of the Executive's family. The Company will pay, or reimburse (in accordance with the procedures for reimbursement set forth in ARTICLE 7) the Executive for, the premiums for the Coverage up to the preferred rates (*i.e.*, the rates applicable to nonsmokers whose health, life-style, family history, and other characteristics are such as to suggest they will exhibit significantly better than average mortality experience) charged by the insurance company issuing the life insurance policy providing for such Coverage. In the event the Company cannot obtain the Coverage at the preferred rates, the Executive may either pay the premiums for such Coverage in excess of the preferred rates or reduce the Coverage to the level of coverage that can be obtained at the preferred rates. The Executive shall be the owner of the life insurance policy issued on the life of the Executive pursuant to this Section 2.21. See ARTICLE 12.

2.22. "Notice Exception" means the right, as described in Section 5.2, of either party to the Agreement to terminate this Agreement upon giving the required written notice.

2.23. "Person" means any individual, partnership, joint venture, corporation, company, firm, group or other entity.

2.24. "Term" means the term of the Executive's employment under this Agreement as provided in Section 5.1.

2.25. "Termination Date" means the date the Term expires pursuant to the provisions of ARTICLE 5.

2.26. "Termination Year" means the calendar year in which the Term expires.

2.27. "Time Period" means the Term and the twenty-four-month period next following the expiration of the

Term.

2.28. “Trade Area” means the United States of America.

2.29. “Total Disability” means the permanent and total inability, by reason of physical or mental infirmity, or both, of the Executive to perform his regular and customary duties with the Company in a satisfactory manner. The determination of the existence or nonexistence of Total Disability shall be made by the Board, pursuant to a medical examination by a medical doctor licensed to practice medicine in the State of North Carolina selected or approved by the Board.

ARTICLE 3. EMPLOYMENT OF EXECUTIVE. Subject to the terms and conditions set forth in this Agreement, the Company hereby employs the Executive and the Executive hereby accepts such employment for the period stated in ARTICLE 5 of this Agreement.

ARTICLE 4. POSITION, RESPONSIBILITIES AND DUTIES.

4.1. Position and Responsibilities. During the Term (as defined in Sections 2.24 and 5.1), the Executive shall serve as President and Chief Executive Officer of the Company on the conditions herein provided. The Executive shall perform such duties as are customarily performed by one holding the position of President and Chief Executive Officer and shall additionally render such other services and duties as may be reasonably assigned to him from time to time by the Company, consistent with his position. The Executive shall at all times report to the Board.

4.2. Duties. In addition to having the responsibilities described in Section 4.1, during the Term, the Executive shall also serve, if elected, as a director of the Company or an officer and director of any subsidiary or affiliate of the Company. During the Term and except for illness, vacation periods in accordance with the Company’s established policy, and leaves of absence in accordance with the Company’s established policy, the Executive shall devote his full business time, attention, skill, energies and efforts to the faithful performance of his duties hereunder and to the business and affairs of the Company and any subsidiary or affiliate of the Company and shall not during the Term be employed in any other business activity, whether or not such activity is pursued for gain, profit or other pecuniary advantage; provided, however, that (i) with the approval of the Board, the Executive may serve, or continue to serve, on the boards of directors of, and hold any other offices or positions in, companies or organizations, which, in the Board’s judgment, will not present any conflict of interest with the Company or any of its subsidiaries or affiliates or divisions, or materially affect the performance of the Executive’s duties pursuant to this Agreement and (ii) subject to the restrictions of Section 14.3, the Executive shall not be prevented from investing his personal assets in any business, where the form or manner of such investment will not require substantial services on the part of the Executive in the operation of the business in which such investment is made.

ARTICLE 5. TERM.

5.1. Term of Employment. The Term shall commence as of June 1, 2008, and shall continue until the earliest to occur of the following: (i) May 31, 2011 (except as otherwise provided in this Section 5.1); (ii) the date of death of the Executive; (iii) the specified date of termination under the Notice Exception (as defined in Section 5.2); (iv) the date of termination under the Cause Exception (as defined in Section 5.3); (v) the date the Executive terminates his employment for Good Reason; or (vi) the date of termination as a result of the Executive’s Total Disability. Notwithstanding the provisions of subparagraph (i) of this Section 5.1, as of the first day of each calendar month commencing July 1, 2008, the Term shall be extended automatically, without any further action by the Company or the Executive, for an additional calendar month unless either party shall notify the other party in writing that it desires to fix the Term for a definite three-year period. Such notice shall become effective ninety (90) days after the date the notice is given and no further automatic monthly extensions of the Term shall occur after such effective date. All references herein to the “Term” shall include the initial Term and all automatic monthly extensions as provided in this Section 5.1.

5.2. Termination by Giving Notice. If either party hereto desires to terminate the Executive’s employment prior to the expiration of the Term, such party shall give not less than ninety (90) days written notice of such desire to the other party specifying the date of termination (the “Notice Exception”). Notwithstanding the foregoing, the Company shall not invoke the Notice Exception during any period of Total Disability of the Executive. A decision by the Company to terminate the Executive pursuant to the Notice Exception shall be by action of the Board, and the Executive agrees that neither he nor any member of his family shall vote with respect to this decision. For this purpose, “family” means any lineal descendent, including adoptive relationships, of Earl E. Congdon or John R. Congdon, any spouse of the foregoing and any trust established by or for the benefit of any of the foregoing.

5.3. Termination for Cause; Automatic Termination. The Company shall at all times have the right to discharge the Executive For Cause (the “Cause Exception”). If the Company desires to discharge the Executive under the Cause Exception, it shall give notice to the Executive as provided in Section 5.6. If the Company is terminating the Executive for a reason described in Section 2.17(iv) or (v), the Executive shall have thirty (30) days after notice has been given to him to cure the reason given in the notice. If the reason for the Company’s exercise of its right to terminate the Executive is timely cured by the Executive to the satisfaction of the Board, the Company’s notice shall become null and void. Nothing contained herein or in this Section 5.3 shall limit the ability of the Executive to enforce his rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Cause Exception or cure under the Cause Exception.

5.4. Good Reason. The Executive may terminate his employment at any time for Good Reason (the “Good Reason Exception”). If the Executive desires to terminate his employment for Good Reason, he shall give notice to the Company as provided in Section 5.6. If the Executive is terminating for a reason described in Section 2.19(a), (b), (c), (e), (f), (g) or (h), the Company shall have thirty (30) days after notice has been given to it to cure the reason given in the notice. If the reason for the Executive’s exercise of his right to terminate is timely cured by the Company to the satisfaction of the Executive, the Executive’s notice shall become null and void. Nothing contained herein or in this Section 5.4 shall limit the ability of the Company to enforce its rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Good Reason Exception or cure under the Good Reason Exception.

5.5. Total Disability. The Company may terminate the Executive’s employment as a result of the Executive’s Total Disability. If the Company desires to terminate the Executive as a result of his Total Disability, it shall give notice to the Executive as provided in Section 5.6.

5.6. Notice of Termination. Any termination by the Company under the Cause Exception or as a result of the Executive’s Total Disability, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto. For purposes of Sections 5.3, 5.4 and 5.5, a “Notice of Termination” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated, and (iii) if the termination date is other than the date of receipt of such notice, specifies the effective date of termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of the reason given for the termination of the Executive’s employment shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive’s or the Company’s rights hereunder.

5.7. Rights of Executive Upon Termination of Employment.

(a) Following the date the Term expires on account of one of the terminating events described in subparagraphs (i) (expiration of three-year Term), (iii) (termination under Notice Exception), (v) (termination for Good Reason) or (vi) (termination as a result of Total Disability) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 11 (welfare and retirement benefits), 12 (life insurance), 14 (covenants), 16 (attorneys’ fees), 18 (indemnification) and 26 (corporate merger).

(b) Following the date the Term expires on account of the Executive’s death as provided in subparagraph (ii) of Section 5.1, the rights of the Executive’s personal representative and surviving spouse shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 12 (life insurance), 16 (attorneys’ fees), 18 (indemnification) and 26 (corporate merger).

(c) Following the date the Executive is terminated For Cause as provided in subparagraph (iv) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 14 (covenants), 18 (indemnification) and 26 (corporate merger). In no event shall the Executive be entitled to the benefits provided in ARTICLES 10, 11, 12, 13 and 16 in the event his employment is terminated by the Company For Cause.

ARTICLE 6. COMPENSATION. For all services rendered by the Executive during the Term, including without limitation, services as an executive, officer, director (except fees and reimbursements to which all members of the Board, or a subsidiary or affiliate of the Company, are generally entitled) or member of any committee of the Company or of any subsidiary, affiliate, or division thereof, the Company shall pay the Executive as compensation the following:

6.1. Base Salary. The Executive shall be paid for his services during the Term the Base Salary, payable in appropriate installments to conform with regular payroll dates for salaried personnel of the Company. The Executive's Base Salary shall be reviewed annually in accordance with the standard payroll practices and procedures of the Company applicable to its executive officers.

6.2. Discretionary Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to such bonus or bonuses, if any, as may be awarded to the Executive from time to time by the Board. Any such bonus shall be payable in the manner specified by the Board at the time any such bonus is awarded.

6.3. Incentive Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to participate in the Company's executive profit-sharing bonus program (also referred to as the "XPS" program or the "Performance Incentive Plan," or both) and receive such bonuses as may be awarded to the Executive from time to time under such program. Any such bonuses shall be payable in the manner specified in such program.

6.4. Other Plans. In addition to the Base Salary and bonuses provided for in Sections 6.1, 6.2 and 6.3, the Executive shall be entitled to participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate.

ARTICLE 7. REIMBURSEMENT OF EXPENSES AND SECRETARIAL ASSISTANCE. The Company recognizes that the Executive will incur, from time to time, expenses for the benefit of the Company and in furtherance of the Company's business, including, but not limited to, expenses for entertainment, travel and other business expenses consistent with the Company's past practices. During the Term, the Executive will be reimbursed for his reasonable expenses incurred for the benefit of the Company in accordance with the established policy of the Company as adopted from time to time by the Board. To receive such reimbursement, the Executive must present to the Company an itemized accounting, in such detail as the Company may reasonably request, of such expenditures, and all reimbursements must be made no later than the end of the calendar year following the calendar year in which the expense was incurred. In the event of the termination of the Executive's employment for any reason, the Company shall reimburse the Executive (or in the event of death, his personal representative) for expenses incurred by the Executive on behalf of the Company prior to the Termination Date to the extent such expenses have not been previously reimbursed by the Company. The Company further agrees to furnish the Executive during the Term with an office and such secretarial assistance as shall be suitable to the character of the Executive's position with the Company and adequate for the performance of his duties hereunder. The Company further agrees that the Executive may use during the Term the Company's airplane or airplanes for personal use in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to pay on behalf of the Executive during the Term the membership dues and initiation fees for the Executive's membership in a private club or clubs in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to provide the Executive during the Term with an automobile for his use. The expenses eligible for reimbursement under this ARTICLE 7 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this ARTICLE 7 shall not be subject to liquidation or exchange for any other benefit.

ARTICLE 8. VACATION AND SICK LEAVE. The Executive shall be entitled to vacation and sick leave during the Term, commensurate with his position and in accordance with the Company's established policy for senior executives as adopted from time to time by the Board. The Executive shall continue to receive the compensation provided for in ARTICLE 6 during the time of his vacation and sick leave.

ARTICLE 9. OTHER EMPLOYEE BENEFITS. The Executive shall be entitled to participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the Executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program. Nothing in this ARTICLE 9 is intended, or shall be construed, to require the Company to institute any particular plan, program or benefit. Benefits payable pursuant to this Agreement shall be in addition to benefits payable to the Executive under all other employee benefit plans or programs of the Company.

ARTICLE 10. TERMINATION COMPENSATION.

10.1. Monthly Compensation. Upon the expiration of the Term for any reason, the Executive shall be entitled to receive his Base Salary through the last day of the month in which the Termination Date occurs (the "Base Salary Payments"). The Base Salary Payments shall be paid to the Executive in a lump sum on the first day of the seventh (7th) calendar month following the calendar month in which the Termination Date occurs.

10.2. Compensation Continuance. In addition to the compensation provided for in Section 10.1, upon the occurrence of a Compensation Continuance Termination Event, the Executive shall be entitled to receive during the Compensation Continuance Period an annual benefit equal to his Final Average Compensation. If the Compensation Continuance Termination Event is the termination of the Executive's employment by the Company as a result of the Executive's Total Disability, the Executive's Final Average Compensation shall be reduced by any amounts actually paid to the Executive during the Compensation Continuance Period under any Company sponsored long-term disability policy or any long-term disability policy on the life of the Executive for which the Company paid the premiums. The Executive's Final Average Compensation shall be paid in accordance with the payroll schedule for salaried personnel of the Company. Notwithstanding the foregoing, the Executive's Final Average Compensation payable during the first six months of the Compensation Continuance Period shall be paid to the Executive in a lump sum as of the first day of the seventh (7th) calendar month of the Compensation Continuance Period. Thereafter, all payments of Final Average Compensation shall be payable in accordance with the payroll schedule for salaried personnel of the Company.

10.3. Release. In consideration of the Compensation Continuance payable to the Executive pursuant to this ARTICLE 10, the Executive agrees to complete and execute a General Release and Waiver of Claims (the "Release"), which Release shall be in substantially the form attached hereto as Exhibit A. Prior to the Executive's termination of employment, the Company may modify the Release to conform it to the laws of the local jurisdiction applicable to the Executive so long as such modification does not increase the obligations of the Executive thereunder.

See ARTICLE 11 for special benefits the Executive may be entitled to receive under the Company Welfare Benefit Plans upon the expiration of the Term.

ARTICLE 11. SPECIAL WELFARE BENEFITS.

11.1. Continued Participation in Company Health Care Plan. In addition to the other benefits provided for in this Agreement, the Executive shall be entitled to the following benefits:

(a) The Executive shall be entitled to participate (treating the Executive as an "active employee" of the Company for this purpose) in the Company Health Care Plan during the Extended Coverage Period (the "Continuation Coverage"). The Company, consistent with sound business practices, shall use its best efforts to provide the Executive and his dependents with the Continuation Coverage under the Company Health Care Plan, including, if necessary, amending the applicable provisions of the Company Health Care Plan and negotiating the addition of any necessary riders to any group health insurance contract. During the Extended Coverage Period, the Executive shall pay the entire premium required for the Continuation Coverage under the Company Health Care Plan. During the first eighteen (18) months of the Extended Coverage Period, the premium required for the Continuation Coverage shall be equal to the premium required by the continuation of coverage requirements of Section 4980B of the Code and Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA") for such Continuation Coverage (the "COBRA Rate"). During the remainder of the Extended Coverage Period, the premium required for the Continuation Coverage shall be the greater of the COBRA Rate or the actuarially determined cost of the Continuation Coverage as determined by an actuary selected by the Company.

(b) If at any time during the Extended Coverage Period the Company is unable for whatever reason to provide the Executive with the Continuation Coverage under the Company Health Care Plan, the Company, consistent with sound business practices, shall use its best efforts to provide the Executive coverage under an Individual Policy of health insurance providing coverage which is substantially identical to the Continuation Coverage to be provided under the Company Health Care Plan. In such event, the Executive shall pay the entire premium charged for coverage of the Executive and his dependents under the Individual Policy.

(c) The Continuation Coverage provided to the Executive and his dependents pursuant to this Section 11.1 is intended to satisfy the continuation of coverage requirements of COBRA. In the event that the period of Continuation Coverage expires prior to the end of the period of continuation coverage to which the Executive and his dependents would be entitled under COBRA (the "COBRA Period"), the Executive and/or his dependents may elect continuation coverage under COBRA ("COBRA Coverage") for the remainder of the COBRA Period. The Executive and/or his dependents shall be responsible for paying the full amount of the premium charged for such COBRA Coverage under the Company Health Care Plan at the COBRA Rate. Notwithstanding the foregoing provisions of this Section 11.1, in the event that the Continuation Coverage for whatever reason does not satisfy the continuation of coverage requirements of COBRA, the Executive and/or his dependents shall be entitled to elect COBRA Coverage in lieu of the Continuation Coverage described in

this Section 11.1. In such event, the Executive and/or his dependents shall be responsible for paying the full amount of the premium charged for such COBRA Coverage under the Company Health Care Plan at the COBRA Rate.

(d) During the Extended Coverage Period, the Company shall pay to the Executive a monthly special benefit as determined pursuant to the provisions of this paragraph (d) (the "Special Benefit"). The amount of the monthly Special Benefit shall be equal to the amount of the monthly premium actually paid by the Executive for the Continuation Coverage for the Executive and his dependents required by this Section 11.1. The Special Benefit shall be payable on the 20th day of each calendar month during the Extended Coverage Period, or within ten (10) business days thereafter.

11.2. Continued Participation in Company Life Insurance Plan. In addition to the other benefits provided for in this Agreement, the Executive shall be entitled to participate (treating the Executive as an "active employee" of the Company for this purpose) in the Company's Life Insurance Plan during the Extended Coverage Period. The Company shall pay the premium for coverage of the Executive under the Company Life Insurance Plan.

ARTICLE 12. SPECIAL LIFE INSURANCE BENEFIT WHILE EMPLOYED. In order to provide an additional incentive to the Executive to continue in the employment of the Company and to provide greater financial security to the Executive's family, the Executive shall be entitled to receive the Life Insurance Benefit during the Term. The Life Insurance Benefit shall be provided in addition to any other death or similar benefits provided for in ARTICLES 9 and 13. In no event shall the Company pay the premiums for the Life Insurance Benefit following the termination of the Executive's employment for any reason.

ARTICLE 13. DEATH FOLLOWING TERMINATION OF EMPLOYMENT AND BEFORE RECEIPT OF ANY OR ALL PAYMENTS DUE. In the event the Executive becomes entitled to receive payments pursuant to ARTICLE 10, and he dies prior to receiving any or all of the payments to which he is due, then such remaining payments shall be payable as provided in this ARTICLE 13.

13.1. Surviving Spouse. If the Executive dies **with** a surviving spouse, then such remaining payments shall be made to his surviving spouse (the "spouse"). If the spouse dies prior to receiving any or all of the payments to which she is due, then such remaining payments shall be made in accordance with the provisions of Section 13.2 of this Article, as if the spouse had not survived the Executive.

13.2. No Surviving Spouse. If the Executive dies **without** a surviving spouse, then such remaining payments shall be made to the beneficiary or beneficiaries (which may include individuals, trusts or other legal entities) designated by the Executive on the form attached hereto as Exhibit B and filed with the Company prior to his death (the "Beneficiary Designation Form"). If the Executive fails to designate a beneficiary or fails to file the Beneficiary Designation Form with the Company prior to his death, the remaining payments shall be made to his estate. If a named beneficiary entitled to receive payments pursuant to the Beneficiary Designation Form dies at a time when additional payments still remain to be paid, then and in any such event, such remaining payments shall be paid to the other primary beneficiary or beneficiaries named by the Executive who shall then be living or in existence, if any, otherwise to the contingent beneficiary or beneficiaries named by the Executive who shall then be living or in existence, if any; otherwise to the estate of the Executive.

ARTICLE 14. POST-TERMINATION OBLIGATIONS. All payments and benefits to the Executive under this Agreement shall be subject to the Executive's compliance with the following provisions during the Term and, except as otherwise provided in this ARTICLE 14, following the termination of the Executive's employment:

14.1. Assistance in Litigation. The Executive shall, upon reasonable notice, furnish such information and assistance to the Company as may reasonably be required by the Company in connection with any litigation in which it is, or may become, a party, and which arises out of facts and circumstances known to the Executive. The Company shall promptly reimburse the Executive for his out-of-pocket expenses incurred during his lifetime in connection with the fulfillment of his obligations under this Section 14.1 in accordance with its established policy for making reimbursements as adopted from time to time by the Board, but in any event no later than the end of the calendar year following the calendar year in which the expense was incurred. The expenses eligible for reimbursement under this Section 14.1 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this Section 14.1 shall not be subject to liquidation or exchange for any other benefit.

14.2. Confidential Information. The Executive acknowledges that all Confidential Information has a commercial value in the Company's Business and is the sole property of the Company. The Executive agrees that he

shall not disclose or reveal, directly or indirectly, to any unauthorized person any Confidential Information, and the Executive confirms that such information constitutes the exclusive property of the Company; provided, however, that the foregoing shall not prohibit the Executive from disclosing such information to third parties or governmental agencies in furtherance of the interests of the Company or as may be required by law.

14.3. Noncompetition and Non-Solicitation. The Executive acknowledges and agrees that during the course of his employment with the Company, he has acquired valuable information as to the nature and character of the Business and requirements of the Customers, which information is unique and proprietary to the Company. The Executive covenants and agrees that during the Time Period he will not, directly or indirectly, on behalf of himself or on behalf of any Person: (i) call upon any of the Customers who were such at any time during the twelve-month period ending on the Executive's Termination Date for the purpose of providing any product or service similar to that provided by the Company or its affiliates or solicit, divert or take away or attempt to solicit, divert or take away any of such Customers; (ii) induce or attempt to induce any Customer who was such at any time during the twelve-month period ending on the Executive's Termination Date to patronize any Person that is engaged in a business similar to the Business; (iii) engage in any business within the Trade Area which is similar to the Business; and (iv) induce or attempt to induce any employee of the Company to leave the employ of the Company. In addition, during the Time Period and within the Trade Area, the Executive shall not be (a) the owner of an equity or ownership interest in any Person, (b) an officer, director or employee of any Person or (c) a consultant to any Person which conducts the Business.

14.4. Failure to Comply. In the event that the Executive shall fail to comply with any provision of this ARTICLE 14, and such failure shall continue for ten (10) days following delivery of notice thereof by the Company to the Executive, all rights of the Executive and any person claiming under or through him to the payments or benefits described in this Agreement shall thereupon terminate and no person shall be entitled thereafter to receive any payments or benefits hereunder. In addition to the foregoing, in the event of a breach by the Executive of the provisions of this ARTICLE 14, the Company shall have and may exercise any and all other rights and remedies available to the Company at law or otherwise, including but not limited to obtaining an injunction from a court of competent jurisdiction enjoining and restraining the Executive from committing such violation, and the Executive hereby consents to the issuance of such injunction.

14.5. Reasonableness of Restrictions. The Executive and the Company have each carefully read the provisions of this ARTICLE 14 and, having done so, agree that the restrictions set forth in this ARTICLE (including, but not limited to, the Time Period restriction and the Trade Area restriction set forth in this ARTICLE 14) are fair and reasonable and are reasonably required for the protection of the Company's interests. Notwithstanding the foregoing, in the event any part of the covenants set forth in this ARTICLE 14 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this ARTICLE 14 relating to Time Period and/or Trade Area shall be declared by a court of competent jurisdiction to exceed the maximum time period and/or geographical areas of restriction such court deems reasonable and enforceable, said time period and/or geographical areas of restriction shall be deemed to become and thereafter be the maximum time period and/or geographical areas of restriction that such court deems reasonable and enforceable.

ARTICLE 15. PARACHUTE PAYMENTS. Notwithstanding anything in this Agreement to the contrary, in the event that the Company's outside, independent accountants shall determine that any amount paid or distributed to the Executive pursuant to this Agreement (the "Agreement Payments") shall, as a result of a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company, constitute a parachute payment within the meaning of Section 280G of the Code, and the aggregate of such parachute payments and any other amounts paid or distributed to the Executive from any other plans or arrangements maintained by the Company or its affiliates (such other payments together with the Agreement Payments shall be referred to as the "Total Payments") would more likely than not, in the opinion of the Company's accountants, cause the Executive to be subject to the Excise Tax, the Agreement Payments shall be reduced, eliminated, or postponed in such amounts as are required to reduce the aggregate "present value" (as that term is defined in Section 280G(d)(4) of the Code) of such Agreement Payments to one dollar less than an amount equal to three times the Executive's "base amount" (as that term is defined in Section 280G(b)(3)(A) and (d)(1) and (2)) to the end that the Executive is not subject to the Excise Tax with respect to the Agreement Payments. To achieve such required reduction in the aggregate present value, the Company shall determine what items of compensation (payable under this Agreement) constituting the parachute payments shall be reduced, eliminated or postponed, the amount of such reduction, elimination or postponement, and the period of each such postponement. The Company shall promptly notify the Executive of its determinations. If an amount has been paid or distributed to the Executive which should not have been paid or distributed due to the required reduction in aggregate present value, the Executive shall promptly return such amount to the Company (together with interest at the

rate set forth in Section 1274(b)(2)(B) of the Code). For purposes of determining whether and the extent to which the Total Payments would more likely than not cause the Executive to be subject to the Excise Tax, no portion of the Total Payments, the receipt of which the Executive has effectively waived in writing, shall be taken into account.

ARTICLE 16. ATTORNEYS' FEES. In the event that the Executive incurs any attorneys' fees in protecting or enforcing his rights under this Agreement or under any employee benefit plans or programs sponsored by the Company in which the Executive is a participant, the Company shall reimburse the Executive for such reasonable attorneys' fees and for any other reasonable expenses related thereto unless, in the case of an action instituted by the Executive, the Executive had no reasonable basis for his claim and acted in bad faith. Such reimbursement shall be made within thirty (30) days following final resolution, in favor of the Executive, of the dispute or occurrence giving rise to such fees and expenses. In no event shall the Executive be entitled to receive the reimbursements provided for in this ARTICLE 16 if his employment is terminated by the Company For Cause, or if he acts in bad faith or pursues a claim without merit, or if he fails to prevail in any action instituted by him or the Company.

ARTICLE 17. DECISIONS BY COMPANY. Any powers granted to the Board hereunder may be exercised by the Compensation Committee of the Board. Such Committee shall have general responsibility for the administration and interpretation of this Agreement.

ARTICLE 18. INDEMNIFICATION. The Company shall indemnify the Executive during his employment and thereafter to the fullest extent permitted by applicable law in respect of any judgments, fines, settlements, losses, costs or expenses (including reasonable attorneys' fees) of any nature related to or arising out of, or in connection with, his activities as an agent, employee, officer or director of the Company or in any other capacity on behalf of or at the request of the Company; provided, that in no event shall such indemnity of the Executive at any time during the period of his employment by the Company be less than the maximum indemnity provided by the Company at any time during such period to any other officer or director under and indemnification insurance policy or the bylaws or charter of the Company or by agreement.

ARTICLE 19. SOURCE OF PAYMENTS; NO TRUST. The obligations of the Company to make payments hereunder shall constitute a liability of the Company to the Executive. Such payments shall be from the general funds of the Company, and the Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and neither the Executive nor his designated beneficiary shall have any interest in any particular asset of the Company by reason of its obligations hereunder. Nothing contained in this Agreement shall create or be construed as creating a trust of any kind or any other fiduciary relationship between the Company and the Executive or any other person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

ARTICLE 20. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

ARTICLE 21. ASSIGNMENT PROHIBITED. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his or its rights or obligations hereunder without first obtaining the written consent of the other party; provided, however, that nothing in this ARTICLE 21 shall preclude the executors, administrators, or other legal representatives of the Executive or his estate from assigning any rights under this Agreement to the person or persons entitled thereto.

ARTICLE 22. NO ATTACHMENT. Except as otherwise provided in this Agreement or required by applicable law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

ARTICLE 23. HEADINGS. The headings of articles, paragraphs and sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

ARTICLE 24. GOVERNING LAW. The parties intend that this Agreement and the performance hereunder and all suits and special proceedings hereunder shall be governed by and construed in accordance with and under and pursuant to the laws of the State of North Carolina without regard to conflicts of law principles thereof and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of North Carolina shall be applicable and shall govern to the exclusion of the law

of any other forum. Any action, special proceeding or other proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts of the State of North Carolina, and by execution and delivery of this Agreement, the Executive and the Company irrevocably consent to the exclusive jurisdiction of those courts and the Executive hereby submits to personal jurisdiction in the State of North Carolina. The Executive and the Company irrevocably waive any objection, including any objection based on lack of jurisdiction, improper venue or forum non conveniens, which either may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect to this Agreement or any transaction related hereto. The Executive and the Company acknowledge and agree that any service of legal process by mail in the manner provided for notices under this Agreement constitutes proper legal service of process under applicable law in any action or proceeding under or in respect to this Agreement.

ARTICLE 25. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the Executive and his heirs, executors, administrators and legal representatives and the Company and its permitted successors and assigns.

ARTICLE 26. MERGER OR CONSOLIDATION. The Company will not consolidate or merge into or with another corporation, or transfer all or substantially all of its assets to another corporation (the "Successor Corporation") unless the Successor Corporation shall assume this Agreement, and upon such assumption, the Executive and the Successor Corporation shall become obligated to perform the terms and conditions of this Agreement.

ARTICLE 27. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 28. NOTICES. All notices, requests and other communications to any party under this Agreement shall be in writing (including telefacsimile transmission or similar writing) and shall be given to such party at its address or telefacsimile number set forth below or such other address or telefacsimile number as such party may hereafter specify for the purpose by notice to the other party:

(a) If to the Executive:

David S. Congdon
c/o Old Dominion Freight Line, Inc.
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

With a copy to:

David S. Congdon
1030 Rockford Road
High Point, North Carolina 27262
Fax Number: (336) 883-7384

(b) If to the Company:

Old Dominion Freight Line, Inc.
Attention: General Counsel
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

(c) If to the Chairman of the Board:

Chairman of the Board of Directors

c/o Old Dominion Freight Line, Inc.

Attention: General Counsel

500 Old Dominion Way

Thomasville, North Carolina 27360

Fax Number: (336) 822-5289

Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (ii) if given by any other means, when delivered at the address specified in this ARTICLE 28. Delivery of any notice, request, demand or other communication by telefacsimile shall be effective when received if received during normal business hours on a business day. If received after normal business hours, the notice, request, demand or other communication will be effective at 10:00 a.m. on the next business day.

ARTICLE 29. MODIFICATION OF AGREEMENT. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence at any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this ARTICLE 29 may not be waived except as herein set forth.

ARTICLE 30. TAXES. To the extent required by applicable law, the Company shall deduct and withhold all necessary Social Security taxes and all necessary federal and state withholding taxes and any other similar sums required by law to be withheld from any payments made pursuant to the terms of this Agreement.

ARTICLE 31. MITIGATION. The Executive shall not be required to mitigate the amount of any payment provided for in ARTICLE 10 by seeking other employment or otherwise, and, subject to the provisions of ARTICLES 14 and 15, any payment or benefit to be provided to the Executive pursuant to this Agreement shall not be reduced by any compensation or other amount earned or collected by the Executive at any time before or after the termination of the Executive's employment.

ARTICLE 32. CLAW BACK. The Executive acknowledges that any bonus, incentive and/or equity based compensation paid to him under or pursuant to the terms of this Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of this Agreement and reduced to writing, as the same may thereafter be amended from time to time.

ARTICLE 33. COMPLIANCE WITH CODE SECTION 409A. To the extent applicable, the parties hereto intend that this Agreement comply with Section 409A of the Code, and all rules, regulations and other similar guidance issued thereunder ("Code Section 409A"). The parties agree that this Agreement shall at all times be interpreted and construed in a manner to comply with Code Section 409A (including compliance with any applicable exemptions from Code Section 409A) and that should any provision be found not in compliance with Code Section 409A, the parties are contractually obligated to execute any and all amendments to this Agreement deemed necessary and required by the Company's legal counsel to achieve compliance with Code Section 409A or any applicable exemption. By execution and delivery of this Agreement, the Executive irrevocably waives any objections he may have to the amendments required by Code Section 409A. The parties also agree that in no event shall any payment required to be made pursuant to ARTICLE 10 of this Agreement that is considered deferred compensation within the meaning of Code Section 409A be made to the Executive unless he has incurred a separation from service (as defined in Code Section 409A). In the event amendments are required to make this Agreement compliant with Code Section 409A, the Company shall use its best efforts to provide the Executive with substantially the same benefits and payments he would have been entitled to pursuant to this Agreement had Code Section 409A not applied, but in a manner that is compliant with Code Section 409A or any of its exemptions. The manner in which the immediately preceding sentence shall be implemented shall be the subject of good faith negotiations of the parties. The parties also agree that in no event shall any payment required to be made pursuant to this Agreement that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) be accelerated in violation of Code Section 409A. The parties further agree that any payment that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) and is made as a result of a separation from service cannot commence under Code Section 409A until the lapse of six

(6) months after a separation from service (or death of the Executive, if earlier).

ARTICLE 34. RECITALS. The Recitals to this Agreement are incorporated herein and shall constitute an integral part of this Agreement.

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

EXECUTIVE

/s/ David S. Congdon

David S. Congdon

OLD DOMINION FREIGHT LINE, INC.

By: /s/ Earl E. Congdon

Name: Earl E. Congdon

Title: Executive Chairman

Attest:

/s/ Joel B. McCarty, Jr.

Secretary/Asst. Secretary

EXHIBIT A

**OLD DOMINION FREIGHT LINE, INC.
EMPLOYMENT AGREEMENT**

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of the payment by Old Dominion Freight Line, Inc. (the "Company") of the termination compensation (the "Termination Compensation") and other benefits payable to me pursuant to that certain Amended and Restated Employment Agreement dated __, __, to which this Exhibit A is attached (the "Agreement"), I, __ agree to and do finally and completely release and forever discharge the Company and its present and former parents, subsidiaries and affiliates, and any one or more of their present and former employees, shareholders, officers, directors or agents (the "Releasees") from any and all liabilities claims, obligations, demands and causes of action of any and every kind or nature whatsoever, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, which I now have, own or hold, or claim to have, own or hold, or which I may have, own or hold, or claim to have, own or hold, against each or any of the Releasees arising from or relating to my employment with the Company and termination of that employment.

This General Release and Waiver of Claims (this "Release") includes, without limiting the generality of the foregoing, claims arising under any provision of federal, state federal or local law, any federal, state or local anti-discrimination statute, ordinance or regulation, the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Americans with Disabilities Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act 1991, or the Employee Retirement Income Security Act of 1974, all as amended, or any similar federal, state or local statutes, ordinances or regulations, or claims in the nature of a breach of contract, claims for wrongful discharge, emotional distress, defamation, fraud or breach of the covenant of good faith and fair dealing, tort and wage or benefit claims (other than the Termination Compensation and other benefits to which I am or become entitled under the Agreement); provided, however, that this Release does not include actions brought by me (or my personal representative) to enforce the terms of this Release, including my right to the Termination Compensation and other benefits to which I am or become entitled under the Agreement, or to secure benefits under any other employee benefit plan or program of the Company of which I am a participant, or to seek indemnification under the Company's bylaws or other corporate governance documents, or to seek worker's compensation or unemployment compensation benefits, and this Release does not apply to any rights or claims that I might have which arise as a result of any conduct that occurs after the date this Release is signed by me. If I violate the terms of this Release, I agree to pay the Releasees' costs and reasonable attorneys' fees.

I acknowledge that, among other rights subject to this Release, I am hereby waiving and releasing any rights I may have under the ADEA, that this Release is knowing and voluntary, and that the consideration given for this Release is in addition to anything of value to which I was already entitled as an employee of the Company.

As provided by law, I have been advised by the Company to carefully consider the matters outlined in this

Release and to consult with such professional advisors as I deem appropriate, including a lawyer of my own choice. I acknowledge I have had at least twenty-one (21) days from my receipt of this Release to consider the terms and conditions set forth herein, and I understand that I have seven (7) days following my execution of this Release to revoke my signature, in which event this Release shall not be effective or binding on the parties, and I will not receive the Termination Compensation described in the Agreement. I further understand fully and acknowledge the terms and consequences of this Release, and I voluntarily accept them.

**ACKNOWLEDGED AND AGREED TO,
INTENDING TO BE LEGALLY BOUND HEREBY:**

Executive

Dated: ____

EXHIBIT B

BENEFICIARY DESIGNATION

OLD DOMINION FREIGHT LINE, INC.

Subject to and in accordance with the provisions of ARTICLE 13 of the AMENDED AND RESTATED EMPLOYMENT AGREEMENT between the undersigned, **DAVID S. CONGDON** (the "Executive"), and **OLD DOMINION FREIGHT LINE, INC.**, dated ___, 2008 (the "Employment Agreement"), the Executive hereby designates the following beneficiary(ies) entitled, upon the death of the Executive, to any compensation continuance benefits payable under ARTICLE 10 of the Employment Agreement following his death (the "death benefit"):

(A) Primary Beneficiary(ies): In equal shares to those of the following beneficiary(ies) who are living or in existence at the Executive's death:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
_____	_____	_____

(B) Contingent Beneficiary(ies): If there is no primary beneficiary living or in existence at the Executive's death, then in equal shares to those of the following beneficiary(ies) who are living or in existence at the Executive's death:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
_____	_____	_____

This Beneficiary Designation Form supersedes and revokes all beneficiary designations, if any, previously made by the Executive but is not intended to, and does not, supercede or revoke any of the provisions of ARTICLE 13 of the Employment Agreement. To the extent any conflict exists between the provisions of this Beneficiary Designation Form and ARTICLE 13 of the Employment Agreement, the Employment Agreement shall prevail. It is the intent of the Executive that this Beneficiary Designation Form shall be subject to, and governed by, the provisions of ARTICLE 13 of the Employment Agreement.

This Beneficiary Designation Form may be changed by executing and delivering a new designation to the Compensation Committee.

This Beneficiary Designation Form is signed in duplicate, and one executed copy shall be retained by Old Dominion Freight Line, Inc. and one shall be retained by the Executive.

David S. Congdon

DATED:

OLD DOMINION FREIGHT LINE, INC.

By: ___

Name:

Title:

DATED:

—

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made and entered into on the 28th day of May, 2008, to be effective as of the 1st day of June, 2008, by and between **OLD DOMINION FREIGHT LINE, INC.** (the "Company"), a corporation organized and existing under the laws of the State of Virginia and having its principal office at Thomasville, North Carolina, and **John B. Yowell** (the "Executive"), an individual residing at High Point, North Carolina.

RECITALS:

The Company is engaged in the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments. The Executive is experienced in, and knowledgeable concerning, all aspects of the business of the Company. The Executive has heretofore been employed by the Company as an Executive Vice President pursuant to the terms of an Employment Agreement dated May 17, 2004 (the "Predecessor Agreement"). The Company desires to continue to employ the Executive as an Executive Vice President of the Company, and the Executive desires to continue to be employed by the Company in that capacity. Furthermore, the Company desires to provide for the Executive certain disability, death and severance benefits in addition to those provided by the employee benefit plans of the Company. The Company and the Executive desire to amend and restate the Predecessor Agreement to reduce to writing and to clarify and more clearly state the terms of their new understanding concerning the Executive's continued employment by the Company as an Executive Vice President pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein and the compensation the Company agrees herein to pay the Executive, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Executive agree as follows:

ARTICLE 1. EFFECT OF PRIOR AGREEMENTS. This Agreement expresses the whole and entire agreement between the parties with reference to the employment of the Executive and supersedes and replaces any prior employment agreements (including, without limitation, the Predecessor Agreement), understandings or arrangements (whether written or oral) between the Company and the Executive. Without limiting the foregoing, the Executive agrees that this Agreement satisfies any rights he may have had under any prior agreement or understanding (including, without limitation, the Predecessor Agreement) with the Company with respect to his employment by the Company.

ARTICLE 2. DEFINITIONS. Wherever used in this Agreement, including the Recitals and this ARTICLE 2, the following terms shall have the meanings set forth below (unless otherwise indicated by the context):

2.1. "Annual Compensation" means the Executive's Base Salary plus the annual bonus payable to him under the Company's executive profit-sharing bonus program described in Section 6.3.

2.2. "Base Salary" means the annual base salary payable to the Executive as the same may be adjusted as provided in Section 6.1. The Base Salary in effect as of January 1, 2008 is \$350,000.

2.3. "Board" means the Board of Directors of the Company.

2.4. "Business" means any business engaged in, any service provided by, or any product produced by the Company, including, but not limited to, the business of transporting general commodities such as consumer goods and textiles in less-than-truckload shipments.

2.5. "Cause Exception" means the right of the Company, as described in Section 5.3, to discharge the Executive at any time for Cause.

2.6. "Code" means the Internal Revenue Code of 1986, as amended, and rules and regulations issued thereunder.

2.7. "Company" means Old Dominion Freight Line, Inc., a Virginia corporation with its principal offices at Thomasville, North Carolina.

2.8. "Company Welfare Benefit Plans" means the group medical, dental, vision and life insurance plans or programs (whether insured or self insured, or any combination thereof) provided by the Company for the benefit of

its active employees or former employees and their dependents. The group medical, dental, and vision plans shall sometimes be referred to herein as the “**Company Health Care Plan**” and the group life insurance plan shall sometimes be referred to herein as the “**Company Life Insurance Plan.**”

2.9. “Compensation Continuance Period” means the three-year period commencing on the first day of the calendar month next following the calendar month in which the Termination Date occurs.

2.10. “Compensation Continuance Termination Event” means the termination of the Executive’s employment by the Company’s exercise of the Notice Exception, or by the Company as a result of the Executive’s Total Disability, or by the Executive for Good Reason or by the Executive’s exercise of the Notice Exception after attaining his 65th birthday, or, in the event the Company gives notice which causes the Term to be fixed for a definite three-year period in accordance with Section 5.1, the termination of the Executive’s employment upon expiration of the fixed Term. In no event shall the termination of the Executive’s employment as a result of his death or For Cause be treated as a Compensation Continuance Termination Event.

2.11. “Confidential Information” means all information concerning the business of the Company and its affiliates that is confidential, proprietary or otherwise not generally available to the public. By way of example, Confidential Information includes, without limitation, all competitively-sensitive information, all trade secrets, processes, specifications, data, files, computer programs and related codes, software improvements, inventions, techniques, business plans, marketing plans, strategies, acquisition prospects, forecasts, methods, manner of operations, information relating to past, present and prospective customers and clients, pricing and cost information, new products, other financial information, employee lists, personnel policies, contracts, digital intellectual property, information with respect to internal affairs, and all information covered by the Trade Secrets Protection Act, N.C. Gen. Stat., Chapter 661 §§152-162 (or any successor thereto). The parties expressly agree that Confidential Information does not exist in written form only. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Executive in violation of this Agreement, or (ii) is received by the Executive from another party that did not receive such information directly or indirectly from the Company or any of its affiliates under an obligation of confidentiality.

2.12. “Customers” means and includes any and all Persons who are customers, patrons or clients of the Company with respect to the Business and with whom the Executive either had personal contact or had knowledge that such Persons were customers, patrons or clients of the Company with respect to the Business.

2.13. “Excise Tax” means the excise tax on excess parachute payments under Section 4999 of the Code (or any successor or similar provision thereof), including any interest or penalties with respect to such excise tax.

2.14. “Extended Coverage Period” means the period commencing on the Termination Date and ending on the earlier of the date of the Executive’s death or the last day of the calendar month in which he receives his final payment of compensation continuance pursuant to Section 10.2.

2.15. “Final Average Compensation” means the average of the Executive’s Annual Compensation for the three (3) calendar years within the five (5) calendar year period next preceding the calendar year in which falls his Termination Date, which will produce the highest average; provided, however, that the Executive’s Annual Compensation for his Termination Year shall be one of the calendar years used to compute his Final Average Compensation if doing so would result in a higher average.

2.16. “For Cause” means one or more of the following: (i) habitual intoxication by the Executive which the Board determines in good faith adversely affects the Executive’s ability to perform his duties under this Agreement; (ii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, theft, fraud or embezzlement from the Company; (iii) conviction of the Executive by a court of competent jurisdiction of, or plea by the Executive of “guilty” or “no contest” to, a felony which, as determined in good faith by the Board, constitutes a crime involving moral turpitude and results in material harm to the Company; (iv) any material act or omission by the Executive involving gross malfeasance or gross negligence in the performance of his duties and responsibilities to the Company to the detriment of the Company, all as determined by the Board in good faith; (v) any diversion by the Executive for his personal gain of any clearly viable and significant business opportunity from the Company (other than with the prior written consent of the Board); (vi) any willful violation of any provision of the Company’s Corporate Governance Guidelines, the Company’s Code of Business Conduct and Ethics, or any covenant contained in this Agreement; or (vii) the Executive’s material violation of the requirements of the Sarbanes-Oxley Act of 2002 or any other federal or state securities law, rule or regulation, including, without limitation, engagement in any conduct that results in the Executive’s obligation to

reimburse the Company for the amount of any bonus, incentive-based compensation, equity-based compensation, profits realized from the sale of the Company's securities or other compensation pursuant to application of the provisions of Section 304 of the Sarbanes-Oxley Act of 2002. For purposes of this provision, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the Executive's action or omission was in the best interests of the Company. For Cause shall not include the Executive's Total Disability.

2.17. "Good Reason" means, without the Executive's express written consent, any of the following:

- (a) a material breach by the Company of any provision of this Agreement;
- (b) a material reduction by the Company in the Executive's Base Salary as in effect as of the date of this Agreement or as the same shall be increased from time to time;
- (c) the liquidation, dissolution, consolidation or merger of the Company or transfer of all or a significant portion of the Company's assets unless a successor or successors (by merger, consolidation or otherwise) to which all or a significant portion of the assets have been transferred assumes all duties and obligations of the Company under this Agreement;
- (d) the assignment to the Executive of duties inconsistent with the position and status of the offices and positions of the Company held by the Executive as of the date of this Agreement;
- (e) the exclusion of the Executive from participation in the Company's employee benefit plans (other than as a result of the termination of the plan or any other action of the Company that affects substantially all employees participating in the plan) in effect as of the date of this Agreement, as the same may be improved or enhanced from time to time;
- (f) the transfer of the Executive's primary work location to a location that is more than thirty (30) miles from the Executive's primary work location immediately prior to the date of this Agreement or the requirement that the Executive relocate his principal residence more than thirty (30) miles from the Executive's primary work location as of the date of this Agreement; or
- (g) the requirement by the Company that the Executive travel on Company business to a substantially greater extent than required immediately prior to the date of this Agreement.

Notwithstanding the foregoing, the occurrence of an event that would otherwise constitute Good Reason under this Section 2.17 shall cease to be an event constituting Good Reason if the Executive fails to provide the Company with notice of the occurrence of any of the foregoing within the thirty (30) day period immediately following the date on which the Executive first becomes aware (or reasonably should have become aware) of the occurrence of such event.

2.18. "Individual Policy" means an individual policy of insurance providing coverage for the Executive and his dependants.

2.19. "Life Insurance Benefit" means ten million dollars (\$10,000,000) of life insurance coverage (the "Coverage") for the benefit and protection of the Executive's family. The Company will pay, or reimburse (in accordance with the procedures for reimbursement set forth in ARTICLE 7) the Executive for, the premiums for the Coverage up to the preferred rates (*i.e.*, the rates applicable to nonsmokers whose health, life-style, family history, and other characteristics are such as to suggest they will exhibit significantly better than average mortality experience) charged by the insurance company issuing the life insurance policy providing for such Coverage. In the event the Company cannot obtain the Coverage at the preferred rates, the Executive may either pay the premiums for such Coverage in excess of the preferred rates or reduce the Coverage to the level of coverage that can be obtained at the preferred rates. The Executive shall be the owner of the life insurance policy issued on the life of the Executive pursuant to this Section 2.20. See ARTICLE 12.

2.20. "Notice Exception" means the right, as described in Section 5.2, of either party to the Agreement to terminate this Agreement upon giving the required written notice.

2.21. "Person" means any individual, partnership, joint venture, corporation, company, firm, group or other entity.

2.22. "Term" means the term of the Executive's employment under this Agreement as provided in Section 5.1.

2.23. "Termination Date" means the date the Term expires pursuant to the provisions of ARTICLE 5.

2.24. "Termination Year" means the calendar year in which the Term expires.

2.25. "Time Period" means the Term and the twenty-four-month period next following the expiration of the Term.

2.26. "Trade Area" means the United States of America.

2.27. "Total Disability" means the permanent and total inability, by reason of physical or mental infirmity, or both, of the Executive to perform his regular and customary duties with the Company in a satisfactory manner. The determination of the existence or nonexistence of Total Disability shall be made by the Board, pursuant to a medical examination by a medical doctor licensed to practice medicine in the State of North Carolina selected or approved by the Board.

ARTICLE 3. EMPLOYMENT OF EXECUTIVE. Subject to the terms and conditions set forth in this Agreement, the Company hereby employs the Executive and the Executive hereby accepts such employment for the period stated in ARTICLE 5 of this Agreement.

ARTICLE 4. POSITION, RESPONSIBILITIES AND DUTIES.

4.1. Position and Responsibilities. During the Term (as defined in Sections 2.22 and 5.1), the Executive shall serve as an Executive Vice President of the Company on the conditions herein provided. The Executive shall perform such duties as are customarily performed by one holding the position of an Executive Vice President and shall additionally render such other services and duties as may be reasonably assigned to him from time to time by the Company, consistent with his position. The Executive shall at all times report to the President and Chief Executive Officer.

4.2. Duties. In addition to having the responsibilities described in Section 4.1, during the Term, the Executive shall also serve, if elected, as a director of the Company or an officer and director of any subsidiary or affiliate of the Company. During the Term and except for illness, vacation periods in accordance with the Company's established policy, and leaves of absence in accordance with the Company's established policy, the Executive shall devote his full business time, attention, skill, energies and efforts to the faithful performance of his duties hereunder and to the business and affairs of the Company and any subsidiary or affiliate of the Company and shall not during the Term be employed in any other business activity, whether or not such activity is pursued for gain, profit or other pecuniary advantage; provided, however, that (i) with the approval of the Board, the Executive may serve, or continue to serve, on the boards of directors of, and hold any other offices or positions in, companies or organizations, which, in the Board's judgment, will not present any conflict of interest with the Company or any of its subsidiaries or affiliates or divisions, or materially affect the performance of the Executive's duties pursuant to this Agreement and (ii) subject to the restrictions of Section 14.3, the Executive shall not be prevented from investing his personal assets in any business, where the form or manner of such investment will not require substantial services on the part of the Executive in the operation of the business in which such investment is made.

ARTICLE 5. TERM.

5.1. Term of Employment. The Term shall commence as of June 1, 2008, and shall continue until the earliest to occur of the following: (i) May 31, 2011 (except as otherwise provided in this Section 5.1); (ii) the date of death of the Executive; (iii) the specified date of termination under the Notice Exception (as defined in Section 5.2); (iv) the date of termination under the Cause Exception (as defined in Section 5.3); (v) the date the Executive terminates his employment for Good Reason; or (vi) the date of termination as a result of the Executive's Total Disability. Notwithstanding the provisions of subparagraph (i) of this Section 5.1, as of the first day of each calendar month commencing July 1, 2008, the Term shall be extended automatically, without any further action by the Company or the Executive, for an additional calendar month unless either party shall notify the other party in writing that it desires to fix the Term for a definite three-year period. Such notice shall become effective ninety (90) days after the date the notice is given and no further automatic monthly extensions of the Term shall occur after such effective date. All references herein to the "Term" shall include the initial Term and all automatic monthly extensions as provided in this Section 5.1.

5.2. Termination by Giving Notice. If either party hereto desires to terminate the Executive's employment prior to the expiration of the Term, such party shall give not less than ninety (90) days written notice of such desire to the other party specifying the date of termination (the "Notice Exception"). Notwithstanding the foregoing, the Company shall not invoke the Notice Exception during any period of Total Disability of the Executive.

5.3. Termination for Cause; Automatic Termination. The Company shall at all times have the right to discharge the Executive For Cause (the “Cause Exception”). If the Company desires to discharge the Executive under the Cause Exception, it shall give notice to the Executive as provided in Section 5.6. If the Company is terminating the Executive for a reason described in Section 2.16(iv) or (v), the Executive shall have thirty (30) days after notice has been given to him to cure the reason given in the notice. If the reason for the Company’s exercise of its right to terminate the Executive is timely cured by the Executive to the satisfaction of the Board, the Company’s notice shall become null and void. Nothing contained herein or in this Section 5.3 shall limit the ability of the Executive to enforce his rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Cause Exception or cure under the Cause Exception.

5.4. Good Reason. The Executive may terminate his employment at any time for Good Reason (the “Good Reason Exception”). If the Executive desires to terminate his employment for Good Reason, he shall give notice to the Company as provided in Section 5.6. If the Executive is terminating for a reason described in Section 2.17(a), (b), (c), (e), (f), (g) or (h), the Company shall have thirty (30) days after notice has been given to it to cure the reason given in the notice. If the reason for the Executive’s exercise of his right to terminate is timely cured by the Company to the satisfaction of the Executive, the Executive’s notice shall become null and void. Nothing contained herein or in this Section 5.4 shall limit the ability of the Company to enforce its rights under this Agreement to the extent that there is a disagreement as to the basis for the applicability of the Good Reason Exception or cure under the Good Reason Exception.

5.5. Total Disability. The Company may terminate the Executive’s employment as a result of the Executive’s Total Disability. If the Company desires to terminate the Executive as a result of his Total Disability, it shall give notice to the Executive as provided in Section 5.6.

5.6. Notice of Termination. Any termination by the Company under the Cause Exception or as a result of the Executive’s Total Disability, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto. For purposes of Sections 5.3, 5.4 and 5.5, a “Notice of Termination” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated, and (iii) if the termination date is other than the date of receipt of such notice, specifies the effective date of termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of the reason given for the termination of the Executive’s employment shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive’s or the Company’s rights hereunder.

5.7. Rights of Executive Upon Termination of Employment.

(a) Following the date the Term expires on account of one of the terminating events described in subparagraphs (i) (expiration of three-year Term), (iii) (termination under Notice Exception), (v) (termination for Good Reason) or (vi) (termination as a result of Total Disability) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 11 (welfare and retirement benefits), 12 (life insurance), 14 (covenants), 16 (attorneys’ fees), 18 (indemnification) and 26 (corporate merger).

(b) Following the date the Term expires on account of the Executive’s death as provided in subparagraph (ii) of Section 5.1, the rights of the Executive’s personal representative and surviving spouse shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 10 (termination compensation), 12 (life insurance), 16 (attorneys’ fees), 18 (indemnification) and 26 (corporate merger).

(c) Following the date the Executive is terminated For Cause as provided in subparagraph (iv) of Section 5.1, the rights of the Executive shall be as provided in ARTICLES 6 (compensation), 7 (reimbursements), 9 (other employee benefits), 14 (covenants), 18 (indemnification) and 26 (corporate merger). In no event shall the Executive be entitled to the benefits provided in ARTICLES 10, 11, 12, 13 and 16 in the event his employment is terminated by the Company For Cause.

ARTICLE 6. COMPENSATION. For all services rendered by the Executive during the Term, including without limitation, services as an executive, officer, director (except fees and reimbursements to which all members of the Board, or a subsidiary or affiliate of the Company, are generally entitled) or member of any committee of the Company or of any subsidiary, affiliate, or division thereof, the Company shall pay the Executive as compensation the following:

6.1. Base Salary. The Executive shall be paid for his services during the Term the Base Salary, payable in appropriate installments to conform with regular payroll dates for salaried personnel of the Company. The Executive's Base Salary shall be reviewed annually in accordance with the standard payroll practices and procedures of the Company applicable to its executive officers.

6.2. Discretionary Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to such bonus or bonuses, if any, as may be awarded to the Executive from time to time by the Board. Any such bonus shall be payable in the manner specified by the Board at the time any such bonus is awarded.

6.3. Incentive Bonus. In addition to the Base Salary provided for in Section 6.1, the Executive shall be entitled to participate in the Company's executive profit-sharing bonus program (also referred to as the "XPS" program or the "Performance Incentive Plan," or both) and receive such bonuses as may be awarded to the Executive from time to time under such program. Any such bonuses shall be payable in the manner specified in such program.

6.4. Other Plans. In addition to the Base Salary and bonuses provided for in Sections 6.1, 6.2 and 6.3, the Executive shall be entitled to participate in any other bonus or incentive plans of the Company (whether now in existence or hereinafter established) in which other senior executives of the Company are entitled to participate.

ARTICLE 7. REIMBURSEMENT OF EXPENSES AND SECRETARIAL ASSISTANCE. The Company recognizes that the Executive will incur, from time to time, expenses for the benefit of the Company and in furtherance of the Company's business, including, but not limited to, expenses for entertainment, travel and other business expenses consistent with the Company's past practices. During the Term, the Executive will be reimbursed for his reasonable expenses incurred for the benefit of the Company in accordance with the established policy of the Company as adopted from time to time by the Board. To receive such reimbursement, the Executive must present to the Company an itemized accounting, in such detail as the Company may reasonably request, of such expenditures, and all reimbursements must be made no later than the end of the calendar year following the calendar year in which the expense was incurred. In the event of the termination of the Executive's employment for any reason, the Company shall reimburse the Executive (or in the event of death, his personal representative) for expenses incurred by the Executive on behalf of the Company prior to the Termination Date to the extent such expenses have not been previously reimbursed by the Company. The Company further agrees to furnish the Executive during the Term with an office and such secretarial assistance as shall be suitable to the character of the Executive's position with the Company and adequate for the performance of his duties hereunder. The Company further agrees that the Executive may use during the Term the Company's airplane or airplanes for personal use in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to pay on behalf of the Executive during the Term the membership dues and initiation fees for the Executive's membership in a private club or clubs in accordance with the general policy of the Company as adopted from time to time by the Board. The Company further agrees to provide the Executive during the Term with an automobile for his use. The expenses eligible for reimbursement under this ARTICLE 7 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this ARTICLE 7 shall not be subject to liquidation or exchange for any other benefit.

ARTICLE 8. VACATION AND SICK LEAVE. The Executive shall be entitled to vacation and sick leave during the Term, commensurate with his position and in accordance with the Company's established policy for senior executives as adopted from time to time by the Board. The Executive shall continue to receive the compensation provided for in ARTICLE 6 during the time of his vacation and sick leave.

ARTICLE 9. OTHER EMPLOYEE BENEFITS. The Executive shall be entitled to participate in any and all retirement, medical, dental, vision, disability, life insurance, long-term disability insurance, nonqualified deferred compensation and tax-qualified retirement plans or any other plans or benefits offered by the Company to its senior executives generally, if and to the extent the Executive is eligible to participate in accordance with the terms and provisions of any such plan or benefit program. Nothing in this ARTICLE 9 is intended, or shall be construed, to require the Company to institute any particular plan, program or benefit. Benefits payable pursuant to this Agreement shall be in addition to benefits payable to the Executive under all other employee benefit plans or programs of the Company.

ARTICLE 10. TERMINATION COMPENSATION.

10.1. Monthly Compensation. Upon the expiration of the Term for any reason, the Executive shall be entitled to receive his Base Salary through the last day of the month in which the Termination Date occurs (the "Base Salary Payments"). The Base Salary Payments shall be paid to the Executive in a lump sum on the first day of the seventh (7th) calendar month following the calendar month in which the Termination Date occurs.

10.2. Compensation Continuance. In addition to the compensation provided for in Section 10.1, upon the occurrence of a Compensation Continuance Termination Event, the Executive shall be entitled to receive during the Compensation Continuance Period an annual benefit equal to his Final Average Compensation. If the Compensation Continuance Termination Event is the termination of the Executive's employment by the Company as a result of the Executive's Total Disability, the Executive's Final Average Compensation shall be reduced by any amounts actually paid to the Executive during the Compensation Continuance Period under any Company sponsored long-term disability policy or any long-term disability policy on the life of the Executive for which the Company paid the premiums. The Executive's Final Average Compensation shall be paid in accordance with the payroll schedule for salaried personnel of the Company. Notwithstanding the foregoing, the Executive's Final Average Compensation payable during the first six months of the Compensation Continuance Period shall be paid to the Executive in a lump sum as of the first day of the seventh (7th) calendar month of the Compensation Continuance Period. Thereafter, all payments of Final Average Compensation shall be payable in accordance with the payroll schedule for salaried personnel of the Company.

10.3. Release. In consideration of the Compensation Continuance payable to the Executive pursuant to this ARTICLE 10, the Executive agrees to complete and execute a General Release and Waiver of Claims (the "Release"), which Release shall be in substantially the form attached hereto as Exhibit A. Prior to the Executive's termination of employment, the Company may modify the Release to conform it to the laws of the local jurisdiction applicable to the Executive so long as such modification does not increase the obligations of the Executive thereunder.

See ARTICLE 11 for special benefits the Executive may be entitled to receive under the Company Welfare Benefit Plans upon the expiration of the Term.

ARTICLE 11. SPECIAL WELFARE BENEFITS.

11.1. Continued Participation in Company Health Care Plan. In addition to the other benefits provided for in this Agreement, the Executive shall be entitled to the following benefits:

(a) The Executive shall be entitled to participate (treating the Executive as an "active employee" of the Company for this purpose) in the Company Health Care Plan during the Extended Coverage Period (the "Continuation Coverage"). The Company, consistent with sound business practices, shall use its best efforts to provide the Executive and his dependents with the Continuation Coverage under the Company Health Care Plan, including, if necessary, amending the applicable provisions of the Company Health Care Plan and negotiating the addition of any necessary riders to any group health insurance contract. During the Extended Coverage Period, the Executive shall pay the entire premium required for the Continuation Coverage under the Company Health Care Plan. During the first eighteen (18) months of the Extended Coverage Period, the premium required for the Continuation Coverage shall be equal to the premium required by the continuation of coverage requirements of Section 4980B of the Code and Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("COBRA") for such Continuation Coverage (the "COBRA Rate"). During the remainder of the Extended Coverage Period, the premium required for the Continuation Coverage shall be the greater of the COBRA Rate or the actuarially determined cost of the Continuation Coverage as determined by an actuary selected by the Company.

(b) If at any time during the Extended Coverage Period the Company is unable for whatever reason to provide the Executive with the Continuation Coverage under the Company Health Care Plan, the Company, consistent with sound business practices, shall use its best efforts to provide the Executive coverage under an Individual Policy of health insurance providing coverage which is substantially identical to the Continuation Coverage to be provided under the Company Health Care Plan. In such event, the Executive shall pay the entire premium charged for coverage of the Executive and his dependents under the Individual Policy.

(c) The Continuation Coverage provided to the Executive and his dependents pursuant to this Section 11.1 is intended to satisfy the continuation of coverage requirements of COBRA. In the event that the period of Continuation Coverage expires prior to the end of the period of continuation coverage to which the Executive and his dependents would be entitled under COBRA (the "COBRA Period"), the Executive and/or his dependents may elect continuation coverage under COBRA ("COBRA Coverage") for the remainder of the COBRA Period. The Executive and/or his dependents shall be responsible for paying the full amount of the premium charged for such COBRA Coverage under the Company Health Care Plan at the COBRA Rate. Notwithstanding the foregoing provisions of this Section 11.1, in the event that the Continuation Coverage for whatever reason does not satisfy the continuation of coverage requirements of COBRA, the Executive and/or his dependents shall be entitled to elect COBRA Coverage in lieu of the Continuation Coverage described in

this Section 11.1. In such event, the Executive and/or his dependents shall be responsible for paying the full amount of the premium charged for such COBRA Coverage under the Company Health Care Plan at the COBRA Rate.

(d) During the Extended Coverage Period, the Company shall pay to the Executive a monthly special benefit as determined pursuant to the provisions of this paragraph (d) (the "Special Benefit"). The amount of the monthly Special Benefit shall be equal to the amount of the monthly premium actually paid by the Executive for the Continuation Coverage for the Executive and his dependents required by this Section 11.1. The Special Benefit shall be payable on the 20th day of each calendar month during the Extended Coverage Period, or within ten (10) business days thereafter.

11.2. Continued Participation in Company Life Insurance Plan. In addition to the other benefits provided for in this Agreement, the Executive shall be entitled to participate (treating the Executive as an "active employee" of the Company for this purpose) in the Company's Life Insurance Plan during the Extended Coverage Period. The Company shall pay the premium for coverage of the Executive under the Company Life Insurance Plan.

ARTICLE 12. SPECIAL LIFE INSURANCE BENEFIT WHILE EMPLOYED. In order to provide an additional incentive to the Executive to continue in the employment of the Company and to provide greater financial security to the Executive's family, the Executive shall be entitled to receive the Life Insurance Benefit during the Term. The Life Insurance Benefit shall be provided in addition to any other death or similar benefits provided for in ARTICLES 9 and 13. In no event shall the Company pay the premiums for the Life Insurance Benefit following the termination of the Executive's employment for any reason.

ARTICLE 13. DEATH FOLLOWING TERMINATION OF EMPLOYMENT AND BEFORE RECEIPT OF ANY OR ALL PAYMENTS DUE. In the event the Executive becomes entitled to receive payments pursuant to ARTICLE 10, and he dies prior to receiving any or all of the payments to which he is due, then such remaining payments shall be payable as provided in this ARTICLE 13.

13.1. Surviving Spouse. If the Executive dies **with** a surviving spouse, then such remaining payments shall be made to his surviving spouse (the "spouse"). If the spouse dies prior to receiving any or all of the payments to which she is due, then such remaining payments shall be made in accordance with the provisions of Section 13.2 of this Article, as if the spouse had not survived the Executive.

13.2. No Surviving Spouse. If the Executive dies **without** a surviving spouse, then such remaining payments shall be made to the beneficiary or beneficiaries (which may include individuals, trusts or other legal entities) designated by the Executive on the form attached hereto as Exhibit B and filed with the Company prior to his death (the "Beneficiary Designation Form"). If the Executive fails to designate a beneficiary or fails to file the Beneficiary Designation Form with the Company prior to his death, the remaining payments shall be made to his estate. If a named beneficiary entitled to receive payments pursuant to the Beneficiary Designation Form dies at a time when additional payments still remain to be paid, then and in any such event, such remaining payments shall be paid to the other primary beneficiary or beneficiaries named by the Executive who shall then be living or in existence, if any, otherwise to the contingent beneficiary or beneficiaries named by the Executive who shall then be living or in existence, if any; otherwise to the estate of the Executive.

ARTICLE 14. POST-TERMINATION OBLIGATIONS. All payments and benefits to the Executive under this Agreement shall be subject to the Executive's compliance with the following provisions during the Term and, except as otherwise provided in this ARTICLE 14, following the termination of the Executive's employment:

14.1. Assistance in Litigation. The Executive shall, upon reasonable notice, furnish such information and assistance to the Company as may reasonably be required by the Company in connection with any litigation in which it is, or may become, a party, and which arises out of facts and circumstances known to the Executive. The Company shall promptly reimburse the Executive for his out-of-pocket expenses incurred during his lifetime in connection with the fulfillment of his obligations under this Section 14.1 in accordance with its established policy for making reimbursements as adopted from time to time by the Board, but in any event no later than the end of the calendar year following the calendar year in which the expense was incurred. The expenses eligible for reimbursement under this Section 14.1 in any calendar year shall not affect any expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year. The Executive's rights under this Section 14.1 shall not be subject to liquidation or exchange for any other benefit.

14.2. Confidential Information. The Executive acknowledges that all Confidential Information has a commercial value in the Company's Business and is the sole property of the Company. The Executive agrees that he

shall not disclose or reveal, directly or indirectly, to any unauthorized person any Confidential Information, and the Executive confirms that such information constitutes the exclusive property of the Company; provided, however, that the foregoing shall not prohibit the Executive from disclosing such information to third parties or governmental agencies in furtherance of the interests of the Company or as may be required by law.

14.3. Noncompetition and Non-Solicitation. The Executive acknowledges and agrees that during the course of his employment with the Company, he has acquired valuable information as to the nature and character of the Business and requirements of the Customers, which information is unique and proprietary to the Company. The Executive covenants and agrees that during the Time Period he will not, directly or indirectly, on behalf of himself or on behalf of any Person: (i) call upon any of the Customers who were such at any time during the twelve-month period ending on the Executive's Termination Date for the purpose of providing any product or service similar to that provided by the Company or its affiliates or solicit, divert or take away or attempt to solicit, divert or take away any of such Customers; (ii) induce or attempt to induce any Customer who was such at any time during the twelve-month period ending on the Executive's Termination Date to patronize any Person that is engaged in a business similar to the Business; (iii) engage in any business within the Trade Area which is similar to the Business; and (iv) induce or attempt to induce any employee of the Company to leave the employ of the Company. In addition, during the Time Period and within the Trade Area, the Executive shall not be (a) the owner of an equity or ownership interest in any Person, (b) an officer, director or employee of any Person or (c) a consultant to any Person which conducts the Business.

14.4. Failure to Comply. In the event that the Executive shall fail to comply with any provision of this ARTICLE 14, and such failure shall continue for ten (10) days following delivery of notice thereof by the Company to the Executive, all rights of the Executive and any person claiming under or through him to the payments or benefits described in this Agreement shall thereupon terminate and no person shall be entitled thereafter to receive any payments or benefits hereunder. In addition to the foregoing, in the event of a breach by the Executive of the provisions of this ARTICLE 14, the Company shall have and may exercise any and all other rights and remedies available to the Company at law or otherwise, including but not limited to obtaining an injunction from a court of competent jurisdiction enjoining and restraining the Executive from committing such violation, and the Executive hereby consents to the issuance of such injunction.

14.5. Reasonableness of Restrictions. The Executive and the Company have each carefully read the provisions of this ARTICLE 14 and, having done so, agree that the restrictions set forth in this ARTICLE (including, but not limited to, the Time Period restriction and the Trade Area restriction set forth in this ARTICLE 14) are fair and reasonable and are reasonably required for the protection of the Company's interests. Notwithstanding the foregoing, in the event any part of the covenants set forth in this ARTICLE 14 shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this ARTICLE 14 relating to Time Period and/or Trade Area shall be declared by a court of competent jurisdiction to exceed the maximum time period and/or geographical areas of restriction such court deems reasonable and enforceable, said time period and/or geographical areas of restriction shall be deemed to become and thereafter be the maximum time period and/or geographical areas of restriction that such court deems reasonable and enforceable.

ARTICLE 15. PARACHUTE PAYMENTS. Notwithstanding anything in this Agreement to the contrary, in the event that the Company's outside, independent accountants shall determine that any amount paid or distributed to the Executive pursuant to this Agreement (the "Agreement Payments") shall, as a result of a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company, constitute a parachute payment within the meaning of Section 280G of the Code, and the aggregate of such parachute payments and any other amounts paid or distributed to the Executive from any other plans or arrangements maintained by the Company or its affiliates (such other payments together with the Agreement Payments shall be referred to as the "Total Payments") would more likely than not, in the opinion of the Company's accountants, cause the Executive to be subject to the Excise Tax, the Agreement Payments shall be reduced, eliminated, or postponed in such amounts as are required to reduce the aggregate "present value" (as that term is defined in Section 280G(d)(4) of the Code) of such Agreement Payments to one dollar less than an amount equal to three times the Executive's "base amount" (as that term is defined in Section 280G(b)(3)(A) and (d)(1) and (2)) to the end that the Executive is not subject to the Excise Tax with respect to the Agreement Payments. To achieve such required reduction in the aggregate present value, the Company shall determine what items of compensation (payable under this Agreement) constituting the parachute payments shall be reduced, eliminated or postponed, the amount of such reduction, elimination or postponement, and the period of each such postponement. The Company shall promptly notify the Executive of its determinations. If an amount has been paid or distributed to the Executive which should not have been paid or distributed due to the required reduction in aggregate present value, the Executive shall promptly return such amount to the Company (together with interest at the

rate set forth in Section 1274(b)(2)(B) of the Code). For purposes of determining whether and the extent to which the Total Payments would more likely than not cause the Executive to be subject to the Excise Tax, no portion of the Total Payments, the receipt of which the Executive has effectively waived in writing, shall be taken into account.

ARTICLE 16. ATTORNEYS' FEES. In the event that the Executive incurs any attorneys' fees in protecting or enforcing his rights under this Agreement or under any employee benefit plans or programs sponsored by the Company in which the Executive is a participant, the Company shall reimburse the Executive for such reasonable attorneys' fees and for any other reasonable expenses related thereto unless, in the case of an action instituted by the Executive, the Executive had no reasonable basis for his claim and acted in bad faith. Such reimbursement shall be made within thirty (30) days following final resolution, in favor of the Executive, of the dispute or occurrence giving rise to such fees and expenses. In no event shall the Executive be entitled to receive the reimbursements provided for in this ARTICLE 16 if his employment is terminated by the Company For Cause, or if he acts in bad faith or pursues a claim without merit, or if he fails to prevail in any action instituted by him or the Company.

ARTICLE 17. DECISIONS BY COMPANY. Any powers granted to the Board hereunder may be exercised by the Compensation Committee of the Board. Such Committee shall have general responsibility for the administration and interpretation of this Agreement.

ARTICLE 18. INDEMNIFICATION. The Company shall indemnify the Executive during his employment and thereafter to the fullest extent permitted by applicable law in respect of any judgments, fines, settlements, losses, costs or expenses (including reasonable attorneys' fees) of any nature related to or arising out of, or in connection with, his activities as an agent, employee, officer or director of the Company or in any other capacity on behalf of or at the request of the Company; provided, that in no event shall such indemnity of the Executive at any time during the period of his employment by the Company be less than the maximum indemnity provided by the Company at any time during such period to any other officer or director under and indemnification insurance policy or the bylaws or charter of the Company or by agreement.

ARTICLE 19. SOURCE OF PAYMENTS; NO TRUST. The obligations of the Company to make payments hereunder shall constitute a liability of the Company to the Executive. Such payments shall be from the general funds of the Company, and the Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and neither the Executive nor his designated beneficiary shall have any interest in any particular asset of the Company by reason of its obligations hereunder. Nothing contained in this Agreement shall create or be construed as creating a trust of any kind or any other fiduciary relationship between the Company and the Executive or any other person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

ARTICLE 20. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

ARTICLE 21. ASSIGNMENT PROHIBITED. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of his or its rights or obligations hereunder without first obtaining the written consent of the other party; provided, however, that nothing in this ARTICLE 21 shall preclude the executors, administrators, or other legal representatives of the Executive or his estate from assigning any rights under this Agreement to the person or persons entitled thereto.

ARTICLE 22. NO ATTACHMENT. Except as otherwise provided in this Agreement or required by applicable law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

ARTICLE 23. HEADINGS. The headings of articles, paragraphs and sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

ARTICLE 24. GOVERNING LAW. The parties intend that this Agreement and the performance hereunder and all suits and special proceedings hereunder shall be governed by and construed in accordance with and under and pursuant to the laws of the State of North Carolina without regard to conflicts of law principles thereof and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of North Carolina shall be applicable and shall govern to the exclusion of the law

of any other forum. Any action, special proceeding or other proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts of the State of North Carolina, and by execution and delivery of this Agreement, the Executive and the Company irrevocably consent to the exclusive jurisdiction of those courts and the Executive hereby submits to personal jurisdiction in the State of North Carolina. The Executive and the Company irrevocably waive any objection, including any objection based on lack of jurisdiction, improper venue or forum non conveniens, which either may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect to this Agreement or any transaction related hereto. The Executive and the Company acknowledge and agree that any service of legal process by mail in the manner provided for notices under this Agreement constitutes proper legal service of process under applicable law in any action or proceeding under or in respect to this Agreement.

ARTICLE 25. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the Executive and his heirs, executors, administrators and legal representatives and the Company and its permitted successors and assigns.

ARTICLE 26. MERGER OR CONSOLIDATION. The Company will not consolidate or merge into or with another corporation, or transfer all or substantially all of its assets to another corporation (the "Successor Corporation") unless the Successor Corporation shall assume this Agreement, and upon such assumption, the Executive and the Successor Corporation shall become obligated to perform the terms and conditions of this Agreement.

ARTICLE 27. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 28. NOTICES. All notices, requests and other communications to any party under this Agreement shall be in writing (including telefacsimile transmission or similar writing) and shall be given to such party at its address or telefacsimile number set forth below or such other address or telefacsimile number as such party may hereafter specify for the purpose by notice to the other party:

(a) If to the Executive:

John B. Yowell
c/o Old Dominion Freight Line, Inc.
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

With a copy to:

John B. Yowell
606 Hillcrest Road
High Point, North Carolina 27262
Fax Number: (336) 883-7384

(b) If to the Company:

Old Dominion Freight Line, Inc.
Attention: General Counsel
500 Old Dominion Way
Thomasville, North Carolina 27360
Fax Number: (336) 822-5289

Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (ii) if given by any

other means, when delivered at the address specified in this ARTICLE 28. Delivery of any notice, request, demand or other communication by telefacsimile shall be effective when received if received during normal business hours on a business day. If received after normal business hours, the notice, request, demand or other communication will be effective at 10:00 a.m. on the next business day.

ARTICLE 29. MODIFICATION OF AGREEMENT. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence at any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this ARTICLE 29 may not be waived except as herein set forth.

ARTICLE 30. TAXES. To the extent required by applicable law, the Company shall deduct and withhold all necessary Social Security taxes and all necessary federal and state withholding taxes and any other similar sums required by law to be withheld from any payments made pursuant to the terms of this Agreement.

ARTICLE 31. MITIGATION. The Executive shall not be required to mitigate the amount of any payment provided for in ARTICLE 10 by seeking other employment or otherwise, and, subject to the provisions of ARTICLES 14 and 15, any payment or benefit to be provided to the Executive pursuant to this Agreement shall not be reduced by any compensation or other amount earned or collected by the Executive at any time before or after the termination of the Executive's employment.

ARTICLE 32. CLAW BACK. The Executive acknowledges that any bonus, incentive and/or equity based compensation paid to him under or pursuant to the terms of this Agreement or any other plan or program of the Company will be subject to any recoupment, "claw back" or similar policy adopted by the Board after the date of this Agreement and reduced to writing, as the same may thereafter be amended from time to time.

ARTICLE 33. COMPLIANCE WITH CODE SECTION 409A. To the extent applicable, the parties hereto intend that this Agreement comply with Section 409A of the Code, and all rules, regulations and other similar guidance issued thereunder ("Code Section 409A"). The parties agree that this Agreement shall at all times be interpreted and construed in a manner to comply with Code Section 409A (including compliance with any applicable exemptions from Code Section 409A) and that should any provision be found not in compliance with Code Section 409A, the parties are contractually obligated to execute any and all amendments to this Agreement deemed necessary and required by the Company's legal counsel to achieve compliance with Code Section 409A or any applicable exemption. By execution and delivery of this Agreement, the Executive irrevocably waives any objections he may have to the amendments required by Code Section 409A. The parties also agree that in no event shall any payment required to be made pursuant to ARTICLE 10 of this Agreement that is considered deferred compensation within the meaning of Code Section 409A be made to the Executive unless he has incurred a separation from service (as defined in Code Section 409A). In the event amendments are required to make this Agreement compliant with Code Section 409A, the Company shall use its best efforts to provide the Executive with substantially the same benefits and payments he would have been entitled to pursuant to this Agreement had Code Section 409A not applied, but in a manner that is compliant with Code Section 409A or any of its exemptions. The manner in which the immediately preceding sentence shall be implemented shall be the subject of good faith negotiations of the parties. The parties also agree that in no event shall any payment required to be made pursuant to this Agreement that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) be accelerated in violation of Code Section 409A. The parties further agree that any payment that is considered deferred compensation within the meaning of Code Section 409A (and is not otherwise exempt from the provisions thereof) and is made as a result of a separation from service cannot commence under Code Section 409A until the lapse of six (6) months after a separation from service (or death of the Executive, if earlier).

ARTICLE 34. RECITALS. The Recitals to this Agreement are incorporated herein and shall constitute an integral part of this Agreement.

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

EXECUTIVE

/s/ John B. Yowell

John B. Yowell

OLD DOMINION FREIGHT LINE, INC.

By: /s/ David S. Congdon

Name: David S. Congdon

Title: President and Chief Executive Officer

Attest:

/s/ Joel B. McCarty, Jr.

Secretary/Asst. Secretary

EXHIBIT A

**OLD DOMINION FREIGHT LINE, INC.
EMPLOYMENT AGREEMENT**

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration of the payment by Old Dominion Freight Line, Inc. (the "Company") of the termination compensation (the "Termination Compensation") and other benefits payable to me pursuant to that certain Amended and Restated Employment Agreement dated __, __, to which this Exhibit A is attached (the "Agreement"), I, __ agree to and do finally and completely release and forever discharge the Company and its present and former parents, subsidiaries and affiliates, and any one or more of their present and former employees, shareholders, officers, directors or agents (the "Releasees") from any and all liabilities claims, obligations, demands and causes of action of any and every kind or nature whatsoever, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, which I now have, own or hold, or claim to have, own or hold, or which I may have, own or hold, or claim to have, own or hold, against each or any of the Releasees arising from or relating to my employment with the Company and termination of that employment.

This General Release and Waiver of Claims (this "Release") includes, without limiting the generality of the foregoing, claims arising under any provision of federal, state federal or local law, any federal, state or local anti-discrimination statute, ordinance or regulation, the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Americans with Disabilities Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act 1991, or the Employee Retirement Income Security Act of 1974, all as amended, or any similar federal, state or local statutes, ordinances or regulations, or claims in the nature of a breach of contract, claims for wrongful discharge, emotional distress, defamation, fraud or breach of the covenant of good faith and fair dealing, tort and wage or benefit claims (other than the Termination Compensation and other benefits to which I am or become entitled under the Agreement); provided, however, that this Release does not include actions brought by me (or my personal representative) to enforce the terms of this Release, including my right to the Termination Compensation and other benefits to which I am or become entitled under the Agreement, or to secure benefits under any other employee benefit plan or program of the Company of which I am a participant, or to seek indemnification under the Company's bylaws or other corporate governance documents, or to seek worker's compensation or unemployment compensation benefits, and this Release does not apply to any rights or claims that I might have which arise as a result of any conduct that occurs after the date this Release is signed by me. If I violate the terms of this Release, I agree to pay the Releasees' costs and reasonable attorneys' fees.

I acknowledge that, among other rights subject to this Release, I am hereby waiving and releasing any rights I may have under the ADEA, that this Release is knowing and voluntary, and that the consideration given for this Release is in addition to anything of value to which I was already entitled as an employee of the Company.

As provided by law, I have been advised by the Company to carefully consider the matters outlined in this Release and to consult with such professional advisors as I deem appropriate, including a lawyer of my own choice. I acknowledge I have had at least twenty-one (21) days from my receipt of this Release to consider the terms and conditions set forth herein, and I understand that I have seven (7) days following my execution of this Release to revoke my signature, in which event this Release shall not be effective or binding on the parties, and I will not receive the Termination Compensation described in the Agreement. I further understand fully and acknowledge the terms and consequences of this Release, and I voluntarily accept them.

**ACKNOWLEDGED AND AGREED TO,
INTENDING TO BE LEGALLY BOUND HEREBY:**

Executive

Dated: ____

BENEFICIARY DESIGNATION

OLD DOMINION FREIGHT LINE, INC.

Subject to and in accordance with the provisions of ARTICLE 13 of the AMENDED AND RESTATED EMPLOYMENT AGREEMENT between the undersigned, **JOHN B. YOWELL** (the "Executive"), and **OLD DOMINION FREIGHT LINE, INC.**, dated __, 2008 (the "Employment Agreement"), the Executive hereby designates the following beneficiary(ies) entitled, upon the death of the Executive, to any compensation continuance benefits payable under ARTICLE 10 of the Employment Agreement following his death (the "death benefit"):

(A) Primary Beneficiary(ies): In equal shares to those of the following beneficiary(ies) who are living or in existence at the Executive's death:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
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(B) Contingent Beneficiary(ies): If there is no primary beneficiary living or in existence at the Executive's death, then in equal shares to those of the following beneficiary(ies) who are living or in existence at the Executive's death:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
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This Beneficiary Designation Form supersedes and revokes all beneficiary designations, if any, previously made by the Executive but is not intended to, and does not, supersede or revoke any of the provisions of ARTICLE 13 of the Employment Agreement. To the extent any conflict exists between the provisions of this Beneficiary Designation Form and ARTICLE 13 of the Employment Agreement, the Employment Agreement shall prevail. It is the intent of the Executive that this Beneficiary Designation Form shall be subject to, and governed by, the provisions of ARTICLE 13 of the Employment Agreement.

This Beneficiary Designation Form may be changed by executing and delivering a new designation to the Compensation Committee.

This Beneficiary Designation Form is signed in duplicate, and one executed copy shall be retained by Old Dominion Freight Line, Inc. and one shall be retained by the Executive.

John B. Yowell

DATED:

OLD DOMINION FREIGHT LINE, INC.

By: ____
Name:
Title:

DATED:

Old Dominion Freight Line, Inc.**Performance Incentive Plan**

January 1, 2009

Old Dominion Freight Line, Inc.**Performance Incentive Plan****1. Purpose**

The purpose of the Old Dominion Freight Line, Inc. Performance Incentive Plan, as it may be amended (the “PIP Plan”), is to provide selected employees of Old Dominion Freight Line, Inc. or an affiliate thereof (collectively, the “Company”, unless the context otherwise requires) with awards (“awards”) in the form of cash bonuses based upon attainment of preestablished, objective performance goals, thereby promoting a closer identification of the participating employees’ interests with the interests of the Company and its shareholders, and further stimulating such employees’ efforts to enhance the efficiency, profitability, growth and value of the Company.

2. Plan Administration

The PIP Plan shall be administered by the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of the Company or a subcommittee of the Committee. To the extent required by Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”), the Committee shall be comprised of at least two members who are “outside directors” as defined in Code Section 162(m) and related regulations. In addition to action by meeting in accordance with applicable laws, any action of the Committee with respect to the PIP Plan may be taken by a written instrument signed by all of the members of the Committee, and any such action so taken by written consent shall be as fully effective as if it had been taken by a majority of the members at a meeting duly held and called. Subject to the terms of the PIP Plan, the Committee shall have full authority in its discretion to take any action with respect to administering the PIP Plan. Without limiting the foregoing, the Committee has full authority in its discretion to take any action with respect to the PIP Plan including but not limited to the authority (i) to determine all matters relating to awards, including selection of individuals to be granted awards and all other terms, conditions, restrictions and limitations of an award; and (ii) to construe and interpret the PIP Plan and any related documents, to establish and interpret rules and regulations for plan administration and to make all other determinations deemed necessary or advisable for administering the PIP Plan. The Committee’s authority to grant awards and authorize payments under the PIP Plan shall not restrict the authority of the Committee to grant compensation to employees under any other compensation plan or program of the Company. Any decision made, or action taken, by the Committee in connection with the administration of the PIP Plan shall be final, binding and conclusive. Notwithstanding the foregoing, the Committee may delegate the administration of the PIP Plan to one or more of its designees, including specified officers of the Company, but only with respect to matters which would not affect the deductibility under Code Section 162(m) of compensation paid under the PIP Plan to covered employees, as such term is defined in Code Section 162(m) and related regulations (“Covered Employees”), and provided that such delegation is in accordance with applicable laws, rules and regulations. In the case of any such delegation, references to the “Committee” herein shall include such designee or designees, unless the context otherwise requires. No member of the Board or the Committee shall be liable for any action, determination or decision made in good faith with respect to the PIP Plan or any award paid under it. The members of the Board and the Committee shall be entitled to indemnification and reimbursement in the manner provided in the Corporation’s articles of incorporation or by law.

3. Eligibility

The Participants in the PIP Plan (individually, a “participant,” and collectively, the “participants”) shall be those employees of the Company who are designated from time to time as participants by the Committee. Eligible participants shall be selected to participate on an annual or other periodic basis as determined by the Committee. With respect to those participants who are Covered Employees, such designation shall be made during the first 90 days of each performance period and before 25% of the relevant performance period has passed (or otherwise made at such time and on such terms as will ensure that the award will, to the extent practicable, qualify as “performance-based compensation” for purposes of Code Section 162(m)). Participation in the PIP Plan for any one performance period does not guarantee that an employee will be selected to participate in any other performance period. (For the purposes of the PIP Plan, “performance period” shall mean a period established by the Committee during which performance shall be measured to determine if any payment will be made under the PIP Plan. A performance period may be

coincident with one or more months of a fiscal year of the Company.)

Non-employee service providers and non-employee directors are not eligible to participate.

4. Nature of Awards

Awards granted under the PIP Plan shall be in the form of cash bonuses.

5. Awards

(a) *Grant of Awards:* At the time performance objectives are established for a performance period or performance periods as provided in Section 5(b) herein, the Committee also shall assign to each participant a participation factor applicable for the particular performance period. A participant's award, if any, shall be earned based on the attainment of written performance objectives approved by the Committee for a specified performance period, as provided in Section 5(b) herein. In the case of awards granted to Covered Employees, such performance objectives shall be established by the Committee (i) while the outcome for the performance period is substantially uncertain, and (ii) prior to the earlier of (A) 90 days after the commencement of the performance period to which the performance objective relates or (B) 25% of the relevant performance period has elapsed (or otherwise at such time and upon such terms as to ensure that the award will, to the extent practicable, qualify as "performance-based compensation" for purposes of Code Section 162(m)). During any performance period, no participant may have a maximum participation factor limitation in excess of the limitation stated in Section 5(d) herein, nor shall the total award payable to all participants exceed the maximum amount payable as stated in Section 5(d) herein. The Committee may adjust awards as appropriate for partial achievement of goals, exemplary effort on the part of a participant and/or outside mitigating circumstances and may also make necessary and appropriate adjustments in performance goals; provided, however, that, except as may be otherwise provided in Section 7, no such adjustment shall be made to an award granted under the PIP Plan to a participant who is a Covered Employee if such adjustment would cause the award to fail to qualify as "performance-based compensation" for purposes of Code Section 162(m).

(b) *Performance Objectives:* For each performance period, the Committee shall establish one or more objective performance measures and specific goals for each participant and/or for each group of participants. The performance objectives established by the Committee shall be objective and based on the Company's income before tax and the effects, if any, of a change in accounting principle, extraordinary items or discontinued operations ("IBT"). In addition, the performance objectives may be calculated without regard to extraordinary items, except as may be limited under Code Section 162(m) in the case of a Covered Employee.

(c) *Earning of Awards:* As soon as practicable after the end of the performance period, the Committee shall determine whether the performance goals for the performance period were achieved and, if so, the Committee shall determine the amount, if any, of the award earned by each participant and such award shall be paid in accordance with Section 5(e) herein (subject, however, to the limitation on awards stated in Section 5(d) herein).

(d) *Maximum Award Payable to Participants:* Other provisions of the PIP Plan notwithstanding, the maximum amount of the participation factor to determine cash awards that may be granted under the PIP Plan to any one participant in any one performance period shall not exceed 1.5% of IBT. In addition, the maximum amount of cash awards that may be granted under the PIP Plan to all participants in the aggregate for a performance period shall not exceed 15% of IBT.

(e) *Payment of Awards:* An award earned by a participant with respect to a performance period shall be paid to him or credited to his account as soon as practicable following the performance period and determination of the amount of the award, provided, that, with respect to participants who are Covered Employees, the Committee must certify in writing to what extent the performance factors were met and the amount, if any, that was earned by each Covered Employee. In any event, amounts payable under the PIP Plan will be paid no later than (i) the date that is 2-1/2 months after the end of the participant's first taxable year in which the amount ceases to be subject to a substantial risk of forfeiture, or (ii) the date that is 2-1/2 months after the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or shall otherwise be structured in a manner to be exempt from, or in compliance with, Code Section 409A. The Committee shall have the authority to make adjustments to awards and performance objectives upon the occurrence of certain unusual or nonrecurring events or other similar circumstances. The Committee shall not have the discretion to increase the amount of an award earned and payable pursuant to the terms of the PIP Plan to any participant who is a Covered Employee (except to the extent otherwise provided pursuant to Section 7 herein in the event of a change of control). The Committee shall have the discretion to reduce or eliminate the amount of an award otherwise earned and payable pursuant to the terms of the Plan to any participant.

6. Termination of Employment and Other Events; Covenants

Unless otherwise determined by the Committee, if a participant dies, retires, is assigned to a different position, is granted a leave of absence, or if the participant's employment is otherwise terminated prior to payment of an award for a performance period, the participant will forfeit the incentive (and subsequent incentives). However, (i) the Committee has the discretion to determine whether awards will be paid or forfeited by the participant for a completed performance period, or a pro rata share of the participant's award paid based on the period of actual participation, if the award would have become earned and payable had the participant's employment status not changed; and (ii) with respect to Covered Employees, any such payment shall only be made following the completion of the performance period and only if (and to the extent that) the incentives would have otherwise been earned by the Covered Employee. The Committee may require a participant, as a condition to the grant or payment of an award, to have entered into agreements or covenants with the Company obligating the participant to not compete, to not interfere with the relationships of the Company with customers, suppliers or employees in any way, to refrain from disclosing or misusing confidential or proprietary information of the Company, and to take or refrain from taking such other actions adverse to the Company as the Committee may specify. The form of such agreements or covenants shall be specified by the Committee, which may vary such form from time to time and require renewal of the agreements or covenants, as then specified by the Committee, in connection with the allocation or payout of any award.

7. Change of Control

(a) Notwithstanding any other provision in the PIP Plan to the contrary, in the event of a change of control, as defined in Section 7(b) herein, awards will continue to be made in accordance with the PIP Plan's terms unless the employment of the participant or the PIP Plan is terminated. In addition, in the event that a participant has entered into an employment agreement, change in control agreement or similar agreement with the Company, the provisions of the PIP Plan shall not be construed to reduce in any way the benefits otherwise payable under such separate plan.

(b) For the purposes herein, for each participant, a "change of control" shall have the definition and will be deemed to have occurred on the earliest of the following dates which occurs after the Effective Date:

(i) the date any person or group of persons (as defined in Section 13(d) and 14(d) of the Securities Exchange Act of 1934) together with its affiliates, is or becomes (or publicly discloses that such person or group is or has become), directly or indirectly, the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding voting securities, provided, however, that the event described in this subparagraph (i) shall not be deemed to be a Change of Control by virtue of the beneficial ownership, or the acquisition of beneficial ownership, of voting securities by (A) any Person directly or indirectly controlled by the Company, including any employee benefit plan sponsored or maintained by the Company or by a person controlled by the Company; (B) any underwriter (as such term is defined in Section 2(a)(11) of the Securities Act of 1933) that beneficially owns voting securities temporarily in connection with an offering of such securities; (C) Earl E. Congdon or John R. Congdon, any of their lineal descendants including adoptive relationships, the spouse of any of the foregoing or any trust established by or for the benefit of the foregoing (unless the Board determines that such beneficial ownership creates a substantial threat to corporate policy or effectiveness); or (D) any Participant; or

(ii) the date when for any reason, including but not limited to as a result of a tender offer or exchange offer for the purchase of securities of the Company (other than such an offer by the Company for its own securities), or as a result of a proxy contest, merger, share exchange, consolidation or sale of assets, or as a result of any combination of the foregoing, individuals who at the beginning of any two-year period constitute the Board, plus new directors whose election or nomination for election by the Company's shareholders is approved by a vote of at least two-thirds (2/3) of the directors still in office who were directors at the beginning of such two-year period ("Continuing Directors"), cease for any reason during such two-year period to constitute at least two-thirds (2/3) of the members of the Board; or

(iii) the date the shareholders of the Company approve a merger, share exchange or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger, share exchange or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving or acquiring entity) at least sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving or acquiring entity outstanding immediately after such merger or consolidation; or

(iv) the date the shareholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

8. No Right to Employment

Nothing contained in this PIP Plan or any action taken pursuant to the PIP Plan shall be construed as conferring upon any participant the right or imposing upon him the obligation to continue in the employment of or service to the Company, nor shall it be construed as imposing upon the Company the obligation to continue the employment or service of a participant. Except as may be otherwise provided in the PIP Plan or determined by the Committee, all rights of a participant with respect to an award and distribution of any cash payment subject to an award shall terminate and be forfeited upon a participant's termination of employment or service with the Company.

9. Amendments

The Board may amend, discontinue or terminate the PIP Plan in whole or in part at any time, subject to (a) shareholder approval of any amendments to the PIP Plan if required by applicable laws, rules or regulations; and (b) participant consent if such action may adversely affect any award earned and payable under the PIP Plan at that time. However, notwithstanding the foregoing, the Board shall have unilateral authority to amend the PIP Plan and any award (without participant consent) to the extent necessary to comply with applicable laws, rules or regulations or changes to applicable laws, rules or regulations (including but in no way limited to Code Section 162(m) and Code Section 409A, related regulations and other guidance).

10. Effective Date

The PIP Plan shall become effective on January 1, 2009, subject to the approval by the shareholders of the Company as required by Code Section 162(m) and related regulations, and continue until such time that it is terminated or suspended by the Board. To the extent required under Code Section 162(m), any awards under the PIP Plan granted prior to such shareholder approval shall be conditioned upon and shall be payable only upon approval of such performance criteria by the shareholders of the Company in accordance with the requirements of Code Section 162(m).

11. Miscellaneous

(a) *Offset and Recoupment:* The Committee shall have authority (subject to any Code Section 409A considerations) to reduce the amount of any payment otherwise payable to a participant under the PIP Plan by the amount of any obligation of the participant to the Company that is or becomes due and payable and any compensation payable to a participant under the PIP Plan will be subject to any recoupment, "clawback" or similar Company policy, and, by becoming a participant in the PIP Plan, each participant will be deemed to have consented to such offset and recoupment restrictions.

(b) *Withholding:* Any tax required to be withheld by any government authority shall be deducted from each award.

(c) *Nonassignability:* Unless the Committee determines otherwise, awards and any other rights under the PIP Plan shall not be transferred, pledged or assigned, except by designation of a beneficiary or by will or the laws of intestate succession.

(d) *No Trust; Unfunded Plan:* The obligation of the Company to make payments hereunder shall constitute a liability of the Company to the participants. Such payments shall be made from the general funds of the Company, and the Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and neither the participants nor their beneficiaries shall have any interest in any particular assets of the Company by reason of its obligations hereunder. Nothing contained in this PIP Plan shall create or be construed as creating a trust of any kind or any other fiduciary relationship between the Company and the participants or any other person or constitute a guarantee that the assets of the Company shall be sufficient to pay any benefits to any person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

(e) *Impact of Plan Award on other Plans:* Awards granted pursuant to the PIP Plan shall not be treated as compensation for purposes of any other compensation or benefit plan, program or arrangement of the Company, unless either (i) such other plan, program or arrangement provides that compensation in the form of awards payable under the PIP Plan are to be considered as compensation thereunder, or (ii) the Committee so determines. The adoption of the PIP Plan shall not affect any other incentive or other compensation plans or programs in effect for the Company, nor shall the PIP Plan preclude the Company from establishing any other forms of incentive or other compensation for employees of the Company.

(f) *Facility of Payments:* If a participant or any other person entitled to receive an award under this PIP Plan (the "recipient") shall, at the time payment of any such amount is due, be incapacitated so that such recipient cannot legally

receive or acknowledge receipt of the payment, then the Committee, in its sole and absolute discretion, may direct that the payment be made to the legal guardian, attorney-in-fact or person with whom such recipient is residing, and such payment shall be in full satisfaction of the Company's obligation under the PIP Plan with respect to such amount.

(g) *Governing Law*: The PIP Plan shall be construed and its provisions enforced and administered in accordance with the laws of the Commonwealth of Virginia, without regard to the principles of conflicts of laws, and in accordance with applicable federal laws.

(h) *Compliance with Code Section 162(m)*: The Company intends that compensation under the PIP Plan payable to Covered Employees will, to the extent practicable, constitute qualified "performance-based compensation" within the meaning of Code Section 162(m) and related regulations, unless otherwise determined by the Committee. Accordingly, the provisions of the PIP Plan shall be administered and interpreted in a manner consistent with Code Section 162(m) and related regulations. If any provision of the PIP Plan or any award that is granted to a Covered Employee (in each case, other than payments to be made pursuant to Section 7 herein) does not comply or is inconsistent with the requirements of Code Section 162(m) or related regulations, such provision shall be construed or deemed amended to the extent necessary to conform to such requirements.

(i) *Adjustments*: The Committee is authorized at any time during or after the completion of a performance period, in its sole discretion, to adjust or modify the terms of awards or performance objectives, or specify new awards, (i) in the event of any large, special and non-recurring dividend or distribution, recapitalization, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, forward or reverse split, stock dividend, liquidation, dissolution or other similar corporate transaction, (ii) in recognition of any other unusual or nonrecurring event affecting the Company or the financial statements of the Company (including events described in (i) above as well as acquisitions and dispositions of businesses and assets and extraordinary items determined under generally accepted accounting principles), or in response to changes in applicable laws and regulations, accounting principles, and tax rates (and interpretations thereof) or changes in business conditions or the Committee's assessment of the business strategy of the Company. Unless the Committee determines otherwise, no such adjustment shall be authorized or made if and to the extent that the existence of such authority or the making of such adjustment would cause awards granted under the PIP Plan to Covered Employees whose compensation is intended to qualify as "performance-based compensation" under Code Section 162(m) and related regulations to fail to so qualify.

(j) *Compliance with Code Section 409A*: To the extent possible, awards granted under the PIP Plan are designed to be exempt from (or comply with) Code Section 409A. The PIP Plan shall at all times be construed in a manner designed to comply with, or be exempt from, Code Section 409A and should any provision be found not in compliance with or exempt from Code Section 409A, the Plan and/or awards shall be amended as recommended by legal counsel to achieve compliance with, or an exemption from, Code Section 409A. Without in any way limiting the effect of the foregoing, (i) in the event that exemption from or compliance with Code Section 409A requires that any special terms, provisions or conditions be included in the PIP Plan or any award, then such terms, provisions and conditions shall, to the extent practicable, to be deemed to be made a part of the Plan or award, as applicable; and (ii) terms used in the PIP Plan or an award shall be construed in accordance with Code Section 409A if and to the extent required. In the event the participant is a "specified employee" (as determined in accordance with Company procedures and Code Section 409A requirements), a distribution due to separation from service may not be made before the date that is six months after the participant's separation from service (or, if earlier, the date of the participant's death). Furthermore, the first six months of any such payments of deferred compensation that are required to be paid in installments shall be paid at the beginning of the seventh month following the participant's separation from service, and all remaining installment payments shall be made as would ordinarily have been made under the provisions of the PIP Plan or other applicable plan. The Committee has no responsibility to take, or to refrain from taking, any actions in order to achieve a certain tax result for any participant. Further, in the event that the PIP Plan or any award shall be deemed not to comply with Code Section 409A, then neither the Company, the Board, the Committee nor its or their designees or agents shall be liable to any participant or other persons for actions, decisions or determinations made in good faith.

(k) *Restrictions on Awards*: Notwithstanding any other PIP Plan provision to the contrary, the Company shall not be obligated to make any distribution of benefits under the PIP Plan or take any other action, unless such distribution or action is in compliance with applicable laws, rules and regulations (including but not limited to applicable requirements of the Code).

(l) *Gender and Number*: Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and words in the plural shall include the singular.

(m) *Severability*: If any provision of the PIP Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the PIP Plan, and the PIP Plan shall be construed and enforced as if the

illegal or invalid provision had not been included.

(n) *Binding Effect*: The PIP Plan shall be binding upon the Company, its successors and assigns, and participants, their legal representatives, executors, administrators and beneficiaries.

This Old Dominion Freight Line, Inc. Performance Incentive Plan has been executed on behalf of the Company effective as of the 28th day of May, 2008.

OLD DOMINION FREIGHT LINE, INC.

By: /s/ David S. Congdon

President and Chief Executive Officer

Attest:

/s/ Joel B. McCarty, Jr.

Senior Vice President, General Counsel and Secretary