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**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): August 11, 2017**

**Kirby Corporation**

*(Exact name of registrant as specified in its charter)*

**Nevada**

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

**1-7615**

*(Commission File Number)*

**74-1884980**

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

**55 Waugh Drive, Suite 1000**

**Houston, Texas**

*(Address of principal executive offices)*

**77007**

*(Zip Code)*

**Registrant's telephone number, including area code:**

**(713) 435-1000**

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934

Emerging growth company

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

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**Item 1.01. Entry into a Material Definitive Agreement.**

On August 11, 2017, Kirby Corporation and Stewart & Stevenson LLC amended the previously announced Purchase and Sale Agreement (the “Agreement”) between Kirby and Stewart & Stevenson dated as of June 13, 2017 to extend the “Outside Date” in Section 8.1(c) of the Agreement to September 14, 2017.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

2.1 Amendment No. 2 to Purchase and Sale Agreement dated as of August 11, 2017 between Stewart & Stevenson LLC and Kirby Corporation.

**SIGNATURES**

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

KIRBY CORPORATION  
(Registrant)

By: \_\_\_\_\_ /s/ C. Andrew Smith  
C. Andrew Smith  
Executive Vice President  
and Chief Financial Officer

Dated: August 11, 2017

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EXHIBIT INDEX

**Exhibit  
Number**

**Description of Exhibit**

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[2.1](#)

—Amendment No. 2 to Purchase and Sale Agreement dated as of August 11, 2017 between Stewart & Stevenson LLC and Kirby Corporation.

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## AMENDMENT NO. 2

TO

## PURCHASE AND SALE AGREEMENT

This AMENDMENT NO. 2 TO PURCHASE AND SALE AGREEMENT, dated as of August 11, 2017 (this "**Amendment**"), amends that certain Purchase and Sale Agreement, dated as of June 13, 2017, by and between Stewart & Stevenson LLC, a Delaware limited liability company ("**Seller**"), and Kirby Corporation, a Nevada corporation ("**Buyer**"), as amended by Amendment No. 1 to Purchase and Sale Agreement, dated as of June 26, 2017, between Seller and Buyer (as previously amended, the "**Agreement**"). Capitalized terms used in this Amendment and not otherwise defined have the meaning ascribed to such terms in the Agreement.

## AGREEMENTS

Now, therefore, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Section 1.1      **Amendment to Section 8.1(c).** Section 8.1(c) is hereby amended by changing "August 14, 2017" to "September 14, 2017".

Section 1.2      **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect and is binding upon and enforceable among the Parties in accordance with its terms.

Section 1.3      **Counterparts; Facsimile.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or PDF copies hereof or signature hereon shall, for all purposes, be deemed originals.

[Signatures Page Follows]

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly authorized officer of each Party as of the date first written above.

**SELLER:**

STEWART & STEVENSON LLC

By: /s/ Hushang Ansary

Name: Hushang Ansary

Title: Executive Chairman

**BUYER:**

KIRBY CORPORATION

By: /s/ Joseph H. Pyne

Name: Joseph H. Pyne

Title: Chairman of the Board

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