
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): September 13, 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.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On September 13, 2017, a wholly owned subsidiary of Kirby Corporation completed the previously announced acquisition of substantially all the assets of Stewart & Stevenson LLC, a privately held manufacturer and distributor of products and services for the oil and gas, construction, power generation, transportation, marine, mining and agricultural industries. The acquisition was completed pursuant to a Purchase and Sale Agreement dated as of June 13, 2017 between Stewart & Stevenson and Kirby, as amended. The purchase price was approximately \$757 million (before post-closing adjustments), consisting of \$377 million in cash, funded through Kirby's revolving credit facility, \$367 million through the issuance to the seller of 5,696,259 shares of Kirby common stock and the assumption of \$13 million of debt. The cash consideration includes an \$8 million working capital adjustment and \$12 million for the acquisition of certain assets from a company affiliated with the seller.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

Kirby financed the cash portion of the purchase price for the acquisition through a \$377 million borrowing under its revolving credit facility on September 13, 2017. The maturity date of the facility is June 26, 2022. The terms of the revolving credit facility are summarized in the descriptions of the facility in Kirby's Form 10-Q for the quarter ended June 30, 2017, filed with the Securities and Exchange Commission on August 7, 2017, in footnote (6) under Item 1, Financial Statements, and in Item 2, Management's Discussion and Analysis of Financial Condition and Results of Operations – Financial Condition, Capital Resources and Liquidity – Long-Term Financing, which descriptions are incorporated by reference into this Item 2.03. The description of the acquisition transaction in Item 2.01 is incorporated by reference into this item 2.03.

Item 7.01. Regulation FD Disclosure.

On September 13, 2017, Kirby issued a press release announcing the closing of the acquisition described in Item 2.01. A copy of the press release is furnished with this report as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

- 2.1 Amendment No. 3 to Purchase and Sale Agreement dated as of September 13, 2017 between Stewart & Stevenson LLC and Kirby Corporation.
 - 10.1 Second Amendment to Credit Agreement dated as of September 13, 2017 among Kirby Corporation, JPMorgan Chase Bank, N. A., as Administrative Agent, and the banks named therein.
 - 99.1 Press Release of Kirby Corporation dated September 13, 2017.
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SIGNATURES

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

KIRBY CORPORATION
(Registrant)

By: _____ /s/ David W. Grzebinski
David W. Grzebinski
President
and Chief Executive Officer

Dated: September 14, 2017

EXHIBIT INDEX

| Exhibit Number | Description of Exhibit |
|---------------------------|---|
| 2.1 | —Amendment No. 3 to Purchase and Sale Agreement dated as of September 13, 2017 between Stewart & Stevenson LLC and Kirby Corporation. |
| 10.1 | —Second Amendment to Credit Agreement dated as of September 13, 2017 among Kirby Corporation, JPMorgan Chase Bank, N. A., as Administrative Agent, and the banks named therein. |
| 99.1 | —Press Release of Kirby Corporation dated September 13, 2017. |

**AMENDMENT NO. 3 AND WAIVER
TO
PURCHASE AND SALE AGREEMENT**

This AMENDMENT NO. 3 AND WAIVER TO PURCHASE AND SALE AGREEMENT, dated as of September 13, 2017 (this "Amendment"), is by and between Stewart & Stevenson LLC ("Seller") and Kirby Corporation (the "Buyer" and, together with Seller, the "Parties" and, each, a "Party"). Capitalized terms used but not defined herein will have their respective meanings set forth in the Purchase and Sale Agreement, dated as of June 13, 2017, between Seller and Buyer, as amended (the "Purchase 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:

1. Schedule Updates. Buyer agrees to deem the updates to the Schedules delivered by Seller to Buyer on September 6 and 7, 2017 to have been delivered by Seller on or before the 10th Business Day preceding the Closing Date, except for the disclosure of that certain Demand Letter from Patino & Assoc. dated August 2, 2017, which the Parties agree will not be deemed to have been delivered by Seller on or before the 10th Business Day preceding the Closing Date. Accordingly, the Schedules shall be deemed not to include the disclosure of such Demand Letter for the purposes of the indemnity obligations of Seller pursuant to Section 9.2(a), and subject to the limitations contained in Section 9.4(a), of the Purchase Agreement. Seller will not be obligated to indemnify Buyer for any Losses arising from the claim asserted in such Demand Letter Losses or any related insurance deductible to the extent such Losses are covered by insurance and Seller will control and have the right to prosecute any coverage dispute with applicable insurers at its own expense.
 2. Waiver of Certain Conditions Precedent. The Parties hereby waive the receipt of the Seller Approvals as conditions precedent to Closing under Section 6.5 and Section 7.4 of the Purchase Agreement.
 3. Certain Insurance Policies. The Parties agree that the insurance policies held by Seller will not be considered Contributed Assets pursuant to the Drop-Down Agreement. Instead, the insurance policies will be assigned and conveyed by Seller to Buyer or its designated Affiliate directly at Closing. The Parties agree that the Drop-Down Agreement executed at Closing will reflect the foregoing.
 4. Benefit Plans. The Parties agree that Section 5.12(f) of the Purchase Agreement is hereby amended to reflect that Benefit Plans sponsored by Seller shall be transferred to Kirby S&S LLC.
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5. Multiemployer Pension Plan Bond. The Parties agree that post-Closing, as soon as reasonably practicable, Buyer (at no out-of-pocket cost or expense to Buyer) will assist Seller as reasonably requested to secure the return to Seller of its bond relating to its obligations under the Multiemployer Pension Plan, which Buyer will replace at Closing by providing a bond in the amount of \$1,099,367 to and for the benefit of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers pursuant to Section 5.12(h) of the Purchase Agreement.
6. Certain Company Indebtedness.
- A. *Colombian Indebtedness*. The Parties agree that the Company Indebtedness of Stewart & Stevenson de las Americas Colombia Ltda. (“S&S Colombia”) will not be paid off at the Closing. Instead, such Company Indebtedness will be treated as a current liability for purposes of calculating the Estimated Working Capital Adjustment, the Net Working Capital and the Working Capital Adjustment. Additionally, Cash and Cash Equivalents of S&S Colombia (i) will be treated as a current asset for purposes of calculating the Estimated Working Capital Adjustment, the Net Working Capital and the Working Capital Adjustment, but (ii) will be excluded from Cash and Cash Equivalents in part (b) of the definition of Working Capital Adjustment.
- B. *Certain Real Property and Related Indebtedness*. The Parties agree that:
- (i) the Company Indebtedness of Stewart & Stevenson Acquisition LLC incurred pursuant to that certain Loan Agreement dated as of March 15, 2012 by and between Stewart & Stevenson Acquisition LLC and National Investment Bank (N.A.) N.V., as amended (the “EC Loan Agreement”), will not be paid off at the Closing, but will instead remain outstanding after the Closing;
- (ii) the mortgage Liens securing the real property owned in fee by Stewart & Stevenson Acquisition LLC set forth as items 2, 6, 17, 25, 30 and 31 of Schedule 3.15(a) shall not be terminated and released as of the Closing; and
- (iii) Contemporaneously with the execution and delivery of this Amendment:
- (1) Stewart & Stevenson Acquisition LLC will execute and deliver an amendment and modification of the EC Loan Agreement in the form attached hereto as Exhibit A (the “EC Loan Agreement Amendment”);
- (2) Seller will cause EC Investments N.V. to execute and deliver the EC Loan Agreement Amendment.
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(iv) Accrued interest under the EC Loan Agreement will be treated as a current liability for purposes of calculating the Net Working Capital and the Working Capital Adjustment.

7. Reimbursement of Certain Costs. Seller agrees to reimburse Buyer for all reasonable costs incurred by it to release and remove the tax lien in favor of the Louisiana Workforce Commission filed with the Jefferson Parish Recorder of Deeds against EMDSI-Hunt Power, L.L.C. in the amount of approximately \$1,800.
 8. Section 5.10. The words “Subject to Section 5.18 with respect to the Rigs,” shall be inserted at the beginning of the first sentence of Section 5.10 of the Purchase Agreement.
 9. Transaction Expenses. In Section 5.5, “on the Closing Date, contemporaneously with the Closing” shall be replaced with “on or promptly after the Closing.”
 10. Miscellaneous.
 - A. To the extent the provisions of this Amendment are inconsistent with the terms of the Purchase Agreement, the Amendment will control and the Purchase Agreement will be deemed amended to give full force and effect to the Amendment.
 - B. This Amendment will be governed by and construed and enforced in accordance with the Laws of the State of Delaware without regard to principles of conflicts of law.
 - C. This Amendment is intended for the benefit of the Parties and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Persons.
 - D. This Amendment may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of electronic transmission, will be treated as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.
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- E. The Parties agree that (A) the provisions of this Amendment will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (B) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (C) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.
- F. Any controversy, claim or dispute of whatever nature arising out of or in connection with this Amendment or the breach, termination, performance or enforceability hereof or out of the relationship created by this Amendment will be finally resolved in accordance with Section 9.8 and Section 9.9 of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

Form of EC Loan Agreement Amendment

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated and effective as of the 13th day of September, 2017 (the "Amendment Effective Date"), is entered into by and among Kirby Corporation, a Nevada corporation (the "Borrower"), the Lenders party hereto and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent").

RECITALS

WHEREAS, the Borrower, the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of April 30, 2015 (as amended from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested an amendment to certain provisions of the Credit Agreement in order to designate certain outstanding letters of credit previously issued by JPMorgan Chase Bank, N.A. for the account of Stewart & Stevenson LLC ("S&S") as "Existing Letters of Credit" under and as defined in the Credit Agreement; and

WHEREAS, the Lenders and the Administrative Agent are willing to so amend the Credit Agreement subject to the terms and conditions set forth herein, provided that the Borrower ratifies and confirms all of its obligations under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Amendment, the Borrower, the Lenders and the Administrative Agent agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings assigned to them in the Credit Agreement.
 2. Amendment to Credit Agreement. The Credit Agreement is hereby amended to restate Schedule 1.01 thereto in its entirety as set forth on Schedule 1.01 attached hereto.
 3. Conditions to Effectiveness. This Amendment shall be effective on the Amendment Effective Date upon satisfaction of the following conditions:
 - (a) the Administrative Agent shall have received counterparts of this Amendment, duly executed by the Borrower and the Required Lenders;
 - (b) the Administrative Agent shall have received counterparts of (i) that certain Assignment and Assumption Agreement, duly executed by S&S, as assignor, and the Borrower, as assignee, (ii) that certain Continuing Agreement, duly executed by Borrower and (iii) that certain Certificate of Authority, duly executed by the Borrower and S&S; and
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(c) the acquisition by the Borrower of certain subsidiaries of S&S shall have been consummated pursuant to the Purchase and Sale Agreement, dated June 13, 2017, between S&S and the Borrower.

4. Ratification. The Borrower hereby ratifies all of its obligations under the Credit Agreement and the other Loan Documents, and agrees and acknowledges that the Credit Agreement and each of the other Loan Documents are and shall continue to be in full force and effect as amended and modified by this Amendment. Nothing in this Amendment extinguishes, novates or releases any right, claim or entitlement of any of the Lenders or the Administrative Agent created by or contained in any of such documents nor is the Borrower released from any covenant, warranty or obligation created by or contained herein or therein.

5. Representations and Warranties. The Borrower hereby represents and warrants to the Lenders and the Administrative Agent that (a) this Amendment has been duly executed and delivered on behalf of the Borrower, (b) this Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, (c) the representations and warranties of the Borrower set forth in the Credit Agreement are true and correct in all material respects (without duplication of any materiality qualifiers contained therein) on and as of the date hereof, except to the extent such representations and warranties were made as of a specific date, in which case the same were true and correct in all material respects (without duplication of any materiality qualifier) as of such date, (d) no Default or Event of Default has occurred and is continuing, and (e) the execution, delivery and performance of this Amendment has been duly authorized by the Borrower.

6. Indemnity. The Borrower hereby ratifies the indemnification provisions contained in the Loan Documents, including, without limitation, Section 9.02 of the Credit Agreement, and agrees that this Amendment and losses, claims, damages and expenses related thereto shall be covered by such indemnities.

7. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Amendment is a Loan Document; References to Credit Agreement. This Amendment is a Loan Document, as defined in the Credit Agreement. All references in the Credit Agreement to "this Agreement" shall mean the Credit Agreement as amended by this Amendment.

9. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of Texas.

10. Final Agreement of the Parties. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES

[Signature Pages Follow]

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

BORROWER:

KIRBY CORPORATION,
a Nevada corporation

By: /s/ David W. Grzebinski
David W. Grzebinski
President and Chief Executive Officer

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

ADMINISTRATIVE AGENT
AND LENDER:

JPMORGAN CHASE BANK, N.A.

By: /s/ Laura Woodward
Laura Woodward
Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

BANK OF AMERICA, N.A.

By: /s/ Desaree G. Lopez

Name: Desaree G. Lopez

Title: Assistant Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Warren R. Ross

Name: Warren R. Ross

Title: Senior Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Michael P. Dickman

Name: Michael P. Dickman

Title: Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

BRANCH BANKING AND TRUST COMPANY

By: /s/ David Miller

Name: David Miller

Title: Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

THE NORTHERN TRUST COMPANY

By: /s/ Keith L. Burson

Name: Keith L. Burson

Title: Senior Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

ROYAL BANK OF CANADA

By: /s/ Philippe Pepin

Name: Philippe Pepin

Title: Authorized Signatory

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

BOKF, NA DBA BANK OF TEXAS

By: /s/ Marian Livingston

Name: Marian Livingston

Title: Senior Vice President

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

LENDER:

ZB, N.A. DBA AMEGY BANK

By: /s/ Natalie Garza

Name: Natalie Garza

Title: SVP

*Signature Page to Second Amendment to Credit Agreement
(Kirby Corporation)*

SCHEDULE 1.01

EXISTING LETTERS OF CREDIT

| Reference Number | Available Amount | Date | Expiry Date | Beneficiary Name | Auto Extension Period | Final Expiry Date |
|------------------|------------------|------------|-------------|---|-----------------------|-------------------|
| CDCS-391192 | \$1,518,723.05 | 4/19/2012 | 10/1/2017 | NUKLEARNA ELEKTRARNA KRSKO, D.O.O. | 12 MONTHS | 10/1/2017 |
| CDCS-751594 | \$123,250.00 | 3/18/2015 | 5/31/2018 | NUKLEARNA ELEKTRARNA KRSKO, D.O.O. | | - |
| CTCS-155793 | \$1,000,000.00 | 5/8/2017 | 8/20/ 2018 | BANCO DE BOGOTA | - | - |
| CTCS-246258 | \$5,850,000.00 | 3/16/2006 | 1/23/2018 | ZURICH AMERICAN INSURANCE CO. | 12 MONTHS | - |
| CTCS-155797 | \$397,812.35 | 8/11/2017 | 9/15/2018 | GULF BANK K.S.C.P. | - | - |
| CTCS-422529 | \$325,005.00 | 3/22/2013 | 1/22/2018 | AFIANZADORA SOFIMEX SA | - | - |
| CTCS-434582 | \$35,803.16 | 9/24/2015 | 10/15/2017 | TRADE BANK OF IRAQ | - | - |
| CTCS-434583 | \$11,602.10 | 11/16/2015 | 10/31/2017 | TRADE BANK OF IRAQ | - | - |
| CTCS-651330 | \$300,000.00 | 7/10/2006 | 9/30/2017 | JPMORGAN CHASE BANK, N.A., covering ENSP contract dated September 3, 2005 | 3 MONTHS | - |



KIRBY CORPORATION

Contact: Brian Carey
713-435-1413**FOR IMMEDIATE RELEASE****KIRBY CORPORATION COMPLETES THE PURCHASE OF STEWART & STEVENSON LLC AND REPORTS ON THE IMPACT OF HURRICANES HARVEY AND IRMA**

Houston, Texas (September 13, 2017) – Kirby Corporation (“Kirby”) (NYSE: KEX) today announced the closing of the acquisition of substantially all of the assets and businesses of Stewart & Stevenson LLC (“Stewart & Stevenson”) for approximately \$756.5 million, before post-closing adjustments. The purchase was funded with 5.7 million shares of Kirby common stock valued at \$366.6 million and \$377.0 million in cash through Kirby’s revolving credit facility, as well as assumed debt of \$12.9 million. The cash consideration includes an adjustment for working capital due to increased receivables and inventory, and the assumed debt is for additional property. Kirby also announced today that Hurricanes Harvey and Irma caused little damage to Kirby vessels and minor flooding to one facility.

David W. Grzebinski, Kirby’s President and Chief Executive Officer, commented on Stewart & Stevenson, “We are pleased to welcome the employees of Stewart & Stevenson to Kirby, and are excited to begin realizing the benefits of the combined distribution and services business. While purchase price allocations are not final, we expect the transaction to be \$0.02 - \$0.04 per share accretive to 2017 fourth quarter earnings. The market continues to develop favorably as reflected by the increase in working capital levels. However, the full benefit from the earnings contribution is likely to be partially offset in the quarter by one-time integration and transaction-related expenses. We will include a more definitive earnings assessment of Stewart & Stevenson in our 2018 full year guidance on our fourth quarter earnings call in January.”

Regarding Hurricanes Harvey and Irma, Mr. Grzebinski said, “I commend all of our operations and vessel personnel who saw us through the hurricanes safely, and I am grateful for the support work of our shoreside staff. Though many of our colleagues have experienced significant damage to their homes and property, we are thankful that all Kirby employees and their families emerged unharmed from the storms.”

Commenting on the hurricanes’ impact to Kirby’s operations, Mr. Grzebinski stated, “Harvey has significantly dislocated normal supply and distribution routes in our inland barge business. Ports from Corpus Christi to Houston started closing on August 23rd, and began reopening on September 1st. The storm also disrupted over 50% of U.S. petrochemical capacity and over 25% of refinery capacity, though many plants have returned to normal operations. Irma has also significantly disrupted our offshore business.”

Mr. Grzebinski continued, “We expect lost revenues and costs associated with recovery efforts for both hurricanes to impact third quarter earnings by \$0.06 - \$0.08 per share. For Harvey, the lost revenues have been partially offset by an increase in our vessel utilization as the U.S. Gulf Coast petrochemical and refinery complex returns to normal operations. As such, we believe third quarter earnings results will fall within our previously provided guidance range, although towards the low end after the negative impact from the storms.”

Statements contained in this press release with respect to the future are forward-looking statements. These statements reflect management's reasonable judgment with respect to future events. Forward-looking statements involve risks and uncertainties. Actual results could differ materially from those anticipated as a result of various factors, including cyclical or other downturns in demand, significant pricing competition, unanticipated additions to industry capacity, changes in the Jones Act or in U.S. maritime policy and practice, fuel costs, interest rates, weather conditions and timing, magnitude and number of acquisitions made by Kirby. Forward-looking statements are based on currently available information and Kirby assumes no obligation to update any such statements. A list of additional risk factors can be found in Kirby's annual report on Form 10-K for the year ended December 31, 2016 filed with the Securities and Exchange Commission.

Kirby Corporation, based in Houston, Texas, is the nation's largest domestic tank barge operator transporting bulk liquid products throughout the Mississippi River System, on the Gulf Intracoastal Waterway, coastwise along all three United States coasts, and in Alaska and Hawaii. Kirby transports petrochemicals, black oil, refined petroleum products and agricultural chemicals by tank barge. Kirby also operates offshore dry-bulk barge and tugboat units engaged in the offshore transportation of dry-bulk cargoes in the United States coastal trade. Through the distribution and services segment, Kirby provides after-market service and parts for engines, transmissions, reduction gears, and related equipment used in oilfield services, marine, power generation, on-highway, and other industrial applications. Kirby also rents equipment including generators, fork lifts, pumps, and compressors for use in a variety of industrial markets, and manufactures and remanufactures oilfield service equipment, including pressure pumping units, for land-based oilfield service customers.