

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

**Form 10-Q**

**Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended June 30, 2011

**Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Commission File Number 1-7615

**KIRBY CORPORATION**

(Exact name of registrant as specified in its charter)

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

**55 Waugh Drive, Suite 1000, Houston, TX**  
(Address of principal executive offices)

**74-1884980**  
(IRS Employer  
Identification No.)

**77007**  
(Zip Code)

**(713) 435-1000**  
(Registrant's telephone number, including area code)

**No Change**  
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "large accelerated filer" and "accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares outstanding of the registrant's Common Stock, \$.10 par value per share, on August 2, 2011 was 55,648,000.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

KIRBY CORPORATION AND CONSOLIDATED SUBSIDIARIES

CONDENSED BALANCE SHEETS  
(Unaudited)

ASSETS

	June 30, 2011	December 31, 2010
	(\$ in thousands)	
Current assets:		
Cash and cash equivalents	\$ 7,332	\$ 195,600
Accounts receivable:		
Trade – less allowance for doubtful accounts	255,028	146,359
Other	12,009	21,612
Inventories – net	116,871	38,821
Prepaid expenses and other current assets	22,687	17,105
Deferred income taxes	8,778	6,418
Total current assets	<u>422,705</u>	<u>425,915</u>
Property and equipment	2,016,032	1,862,311
Less accumulated depreciation	(781,707)	(744,150)
Property and equipment - net	<u>1,234,325</u>	<u>1,118,161</u>
Goodwill – net	369,327	228,873
Other assets	95,364	21,988
Total assets	<u>\$2,121,721</u>	<u>\$1,794,937</u>

See accompanying notes to condensed financial statements.

**KIRBY CORPORATION AND CONSOLIDATED SUBSIDIARIES**

**CONDENSED BALANCE SHEETS**  
**(Unaudited)**

**LIABILITIES AND STOCKHOLDERS' EQUITY**

	<b>June 30,</b>	<b>December 31,</b>
	<b>2011</b>	<b>2010</b>
	<b>(\$ in thousands)</b>	
<b>Current liabilities:</b>		
Current portion of long-term debt	\$ 71	\$ 128
Income taxes payable	6,486	3,065
Accounts payable	123,778	71,354
Accrued liabilities	71,633	74,079
Deferred revenues	<u>37,175</u>	<u>11,633</u>
<b>Total current liabilities</b>	<u>239,143</u>	<u>160,259</u>
Long-term debt – less current portion	319,703	200,006
Deferred income taxes	258,923	231,775
Other long-term liabilities	<u>61,111</u>	<u>43,758</u>
<b>Total long-term liabilities</b>	<u>639,737</u>	<u>475,539</u>
Contingencies and commitments	—	—
<b>Equity:</b>		
Kirby stockholders' equity:		
Common stock, \$.10 par value per share. Authorized 120,000,000 shares, issued 57,337,000 shares	5,734	5,734
Additional paid-in capital	238,238	237,014
Accumulated other comprehensive income – net	(31,917)	(33,642)
Retained earnings	1,120,737	1,046,615
Treasury stock – at cost, 3,645,000 at June 30, 2011 and 3,780,000 at December 31, 2010	<u>(97,179)</u>	<u>(99,622)</u>
<b>Total Kirby stockholders' equity</b>	1,235,613	1,156,099
Noncontrolling interests	<u>7,228</u>	<u>3,040</u>
<b>Total equity</b>	<u>1,242,841</u>	<u>1,159,139</u>
<b>Total liabilities and equity</b>	<u>\$2,121,721</u>	<u>\$1,794,937</u>

See accompanying notes to condensed financial statements.

KIRBY CORPORATION AND CONSOLIDATED SUBSIDIARIES

CONDENSED STATEMENTS OF EARNINGS  
(Unaudited)

	Three months ended		Six months ended	
	June 30,		June 30,	
	2011	2010	2011	2010
(\$ in thousands, except per share amounts)				
Revenues:				
Marine transportation	\$266,612	\$230,256	\$508,289	\$449,818
Diesel engine services	170,719	43,413	228,401	92,104
Total revenues	<u>437,331</u>	<u>273,669</u>	<u>736,690</u>	<u>541,922</u>
Costs and expenses:				
Costs of sales and operating expenses	294,909	168,927	480,408	333,879
Selling, general and administrative	39,047	27,661	68,504	61,032
Taxes, other than on income	3,723	3,576	7,224	7,079
Depreciation and amortization	28,213	22,854	53,406	46,224
Loss (gain) on disposition of assets	(40)	19	26	63
Total costs and expenses	<u>365,852</u>	<u>223,037</u>	<u>609,568</u>	<u>448,277</u>
Operating income	71,479	50,632	127,122	93,645
Other income	78	30	129	42
Interest expense	<u>(3,278)</u>	<u>(2,697)</u>	<u>(6,111)</u>	<u>(5,365)</u>
Earnings before taxes on income	68,279	47,965	121,140	88,322
Provision for taxes on income	<u>(26,050)</u>	<u>(18,322)</u>	<u>(46,011)</u>	<u>(33,768)</u>
Net earnings	42,229	29,643	75,129	54,554
Less: Net earnings attributable to noncontrolling interests	<u>(537)</u>	<u>(375)</u>	<u>(1,007)</u>	<u>(612)</u>
Net earnings attributable to Kirby	<u>\$ 41,692</u>	<u>\$ 29,268</u>	<u>\$ 74,122</u>	<u>\$ 53,942</u>
Net earnings per share attributable to Kirby common stockholders:				
Basic	<u>\$ .78</u>	<u>\$ .54</u>	<u>\$ 1.38</u>	<u>\$ 1.00</u>
Diluted	<u>\$ .77</u>	<u>\$ .54</u>	<u>\$ 1.38</u>	<u>\$ 1.00</u>

See accompanying notes to condensed financial statements.

KIRBY CORPORATION AND CONSOLIDATED SUBSIDIARIES

CONDENSED STATEMENTS OF CASH FLOWS  
(Unaudited)

	Six months ended June 30,	
	2011	2010
(\$ in thousands)		
Cash flows from operating activities:		
Net earnings	\$ 75,129	\$ 54,554
Adjustments to reconcile net earnings to net cash provided by operations:		
Depreciation and amortization	53,406	46,224
Provision for deferred income taxes	23,740	2,420
Amortization of unearned compensation	4,490	6,742
Other	(69)	(86)
Decrease in cash flows resulting from changes in operating assets and liabilities, net	(38,871)	(6,815)
Net cash provided by operating activities	<u>117,825</u>	<u>103,039</u>
Cash flows from investing activities:		
Capital expenditures	(97,973)	(67,637)
Acquisitions of businesses and marine equipment	(330,402)	—
Proceeds from disposition of assets	2,180	6,223
Net cash used in investing activities	<u>(426,195)</u>	<u>(61,414)</u>
Cash flows from financing activities:		
Borrowings on bank credit facilities, net	119,700	—
Payments on long-term debt, net	(60)	(48)
Proceeds from exercise of stock options	349	3,671
Purchase of treasury stock	—	(1,697)
Excess tax benefit from equity compensation plans	821	503
Other	(708)	(1,139)
Net cash provided by financing activities	<u>120,102</u>	<u>1,290</u>
Increase (decrease) in cash and cash equivalents	<u>(188,268)</u>	<u>42,915</u>
Cash and cash equivalents, beginning of year	195,600	97,836
Cash and cash equivalents, end of period	<u>\$ 7,332</u>	<u>\$ 140,751</u>
Supplemental disclosures of cash flow information:		
Cash paid during the period:		
Interest	\$ 5,869	\$ 5,181
Income taxes	\$ 7,068	\$ 34,805

See accompanying notes to condensed financial statements.

NOTES TO CONDENSED FINANCIAL STATEMENTS  
(Unaudited)

In the opinion of management, the accompanying unaudited condensed financial statements of Kirby Corporation and consolidated subsidiaries (the "Company") contain all adjustments (consisting of only normal recurring accruals) necessary to present fairly the financial position as of June 30, 2011 and December 31, 2010, and the results of operations for the three months and six months ended June 30, 2011 and 2010.

**(1) BASIS FOR PREPARATION OF THE CONDENSED FINANCIAL STATEMENTS**

The condensed financial statements included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Although the Company believes that the disclosures are adequate to make the information presented not misleading, certain information and footnote disclosures, including significant accounting policies normally included in annual financial statements, have been condensed or omitted pursuant to such rules and regulations. It is suggested that these condensed financial statements be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2010.

**(2) ACQUISITIONS**

On July 1, 2011, the Company completed the acquisition of K-Sea Transportation Partners L.P. ("K-Sea"), an operator of tank barges and tugboats participating in the coastwise transportation primarily of refined petroleum products in the United States. The total value of the transaction was \$603,427,000, excluding transaction fees, consisting of \$227,617,000 of cash paid to K-Sea common and preferred unit holders and the general partner, \$262,791,000 of cash to retire K-Sea's outstanding debt, and \$113,019,000 through the issuance of 1,939,234 shares of Company common stock valued at \$58.28 per share, the Company's closing share price on July 1, 2011.

K-Sea's fleet, comprised of 58 tank barges with a capacity of 3.8 million barrels and 63 tugboats, operates along the East Coast, West Coast and Gulf Coast of the United States, as well as in Alaska and Hawaii. K-Sea's tank barge fleet, 54 of which are doubled hulled, has an average age of approximately nine years and is one of the youngest fleets in the coastwise trade. K-Sea's customers include major oil companies and refiners, many of which are current Company customers for inland tank barge services. K-Sea has operating facilities in New York, Philadelphia, Norfolk, Seattle and Honolulu.

On April 15, 2011, the Company purchased United Holdings LLC ("United"), a distributor and service provider of engine and transmission related products for the oil and gas services, power generation and transportation industries, and manufacturer of oilfield service equipment. The purchase price was \$271,192,000 in cash, plus a three-year earnout provision for up to an additional \$50,000,000 payable in 2014, dependent on achieving certain financial targets. United, headquartered in Oklahoma City, Oklahoma with 21 locations across 13 states, distributes and services equipment and parts for Allison Transmission, MTU Detroit Diesel Engines, Daimler Trucks NA, and other diesel and natural gas engines. United also manufactures oilfield service equipment, including hydraulic fracturing equipment. United's principal customers are oilfield service companies, oil and gas operators and producers, compression service companies and transportation companies.

The Company considers United to be a natural progression of the current diesel engine services segment, expanding into the land based diesel engines and transmissions service business, especially the pressure pumping and oilfield services market.

Total consideration transferred was as follows (in thousands):

Cash consideration paid	\$271,192
Fair value of contingent earnout provision payable in 2014	<u>16,300</u>
Fair value of consideration transferred	<u>\$287,492</u>

The fair values of the assets acquired and liabilities assumed recorded at the acquisition date were as follows (in thousands):

<b>Assets:</b>	
Accounts receivable	\$ 71,427
Inventories	64,680
Other current assets	1,246
Property and equipment	16,629
Goodwill	132,135
Other assets	<u>75,864</u>
Total assets	<u>\$361,981</u>
<b>Liabilities:</b>	
Accounts payable	\$ 39,809
Accrued liabilities	7,202
Deferred revenues	27,331
Deferred income taxes	<u>147</u>
Total liabilities	<u>\$ 74,489</u>
Net assets acquired	<u>\$287,492</u>

The analysis of the fair values above is substantially complete but all fair values have not been finalized pending obtaining the information necessary to complete the analysis. Companies have one year after an acquisition to finalize acquisition accounting under current accounting rules.

As a result of the acquisition, the Company recorded \$132,135,000 of goodwill and \$75,697,000 of intangibles. The intangibles have a weighted average amortization period of approximately 16 years. The Company expects substantially all of the goodwill will be deductible for tax purposes. Acquisition related costs, consisting primarily of legal and audit fees and other expenses, of \$721,000 were expensed as incurred to selling, general and administrative expense in the first six months of 2011.

On February 24, 2011, the Company purchased 21 inland and offshore tank barges and 15 inland towboats and offshore tugboats from Enterprise Marine Services LLC ("Enterprise") for \$53,200,000 in cash. Enterprise provided transportation and delivery services for ship bunkers (engine fuel) to cruise ships, container ships and freighters primarily in the Miami, Port Everglades and Cape Canaveral, Florida area, the three largest cruise ship ports in the United States, as well as Tampa, Florida, Mobile, Alabama and Houston, Texas.

On February 9, 2011, the Company purchased from Kinder Morgan Petcoke, L.P. ("Kinder Morgan") for \$4,050,000 in cash a 51% interest in Kinder Morgan's shifting operation and fleeting facility for dry cargo barges and tank barges on the Houston Ship Channel. Kinder Morgan retained the remaining 49% interest and the Company will manage the operation. In addition, the Company purchased a towboat from Kinder Morgan for \$1,250,000 in cash.

Pro forma results of the acquisitions completed in the first six months of 2011 have not been presented as the pro forma revenues, earnings before taxes on income, net earnings attributable to Kirby and net earnings per share attributable to Kirby common stockholders would not be materially different from the Company's actual results.

### (3) INVENTORIES

The following table presents the details of inventories, net of reserves, as of June 30, 2011 and December 31, 2010 (in thousands):

	June 30, 2011	December 31, 2010
Finished goods	\$102,627	\$ 35,719
Work in process	14,244	3,102
	<u>\$116,871</u>	<u>\$ 38,821</u>

### (4) FAIR VALUE MEASUREMENTS

The accounting guidance for using fair value to measure certain assets and liabilities establishes a three tier value hierarchy, which prioritizes the inputs to valuation techniques used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets for identical assets or liabilities; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little, if any, market data exists, therefore requiring an entity to develop its own assumptions about the assumptions that market participants would use in pricing the asset or liability.

The following table summarizes the assets and liabilities measured at fair value on a recurring basis at June 30, 2011 (in thousands):

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value Measurements
<b>Assets:</b>				
Derivatives	\$ —	\$ —	\$ —	\$ —
<b>Liabilities:</b>				
Derivatives	\$ —	\$ 15,198	\$ —	\$ 15,198
Contingent earnout liability	—	—	16,680	16,680
	<u>\$ —</u>	<u>\$ 15,198</u>	<u>\$ 16,680</u>	<u>\$ 31,878</u>



The following table summarizes the assets and liabilities measured at fair value on a recurring basis at December 31, 2010 (in thousands):

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value Measurements
<b>Assets:</b>				
Derivatives	\$ —	\$ —	\$ —	\$ —
<b>Liabilities:</b>				
Derivatives	\$ —	\$ 17,576	\$ —	\$ 17,576

The fair value of the Company's derivative instruments is more fully described below in Note 5, Derivative Instruments.

In connection with the acquisition of United on April 15, 2011, United's former owners are eligible to receive a three-year earnout provision for up to an additional \$50,000,000 payable in 2014, dependent on achieving certain financial targets. The fair value of the contingent earnout liability recorded at the acquisition date was \$16,300,000. The fair value of the earnout is based on a valuation of the estimated fair value of the liability after probability weighting and discounting various potential payments. The increase in the fair value of the earnout liability of \$380,000 for the three months and six months ended June 30, 2011 was charged to selling, general and administrative expense.

Cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities have carrying values that approximate fair value due to the short-term maturity of these financial instruments. The Company is of the opinion that amounts included in the consolidated financial statements for outstanding debt materially represent the fair value of such debt due to their variable interest rates.

Certain assets are measured at fair value on a nonrecurring basis and therefore are not included in the table above. These assets are adjusted to fair value when there is evidence of impairment. During the six months ended June 30, 2011, there was no indication that the Company's long-lived assets were impaired, and accordingly, measurement at fair value was not required.

## (5) DERIVATIVE INSTRUMENTS

The Company recognizes all derivative instruments (including certain derivative instruments embedded in other contracts) at fair value in the balance sheet as either assets or liabilities. The accounting for changes in the fair value of a derivative instrument depends on the intended use of the derivative and the resulting designation, which is established at the inception date of a derivative. Special accounting for derivatives qualifying as fair value hedges allows a derivative's gains and losses to offset related results on the hedged item in the statement of earnings. For derivative instruments designated as cash flow hedges, changes in fair value, to the extent the hedge is effective, are recognized in other comprehensive income ("OCI") until the hedged item is recognized in earnings. Hedge effectiveness is measured at least quarterly based on the cumulative difference between the fair value of the derivative contract and the hedged item over time. Any change in fair value resulting from ineffectiveness is recognized immediately in earnings.

### **Interest Rate Risk Management**

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to a portion of its interest rate risks to achieve a more predictable cash flow by reducing its exposure to interest rate fluctuations. These transactions generally are interest rate swap agreements and are entered into with large multinational banks. Derivative financial instruments related to the Company's interest rate risks are intended to reduce the Company's exposure to increases in the benchmark interest rates underlying the Company's floating rate senior notes, variable rate term loan and variable rate bank revolving credit facility.

From time to time, the Company hedges its exposure to fluctuations in short-term interest rates under its variable rate bank revolving credit facility and floating rate senior notes by entering into interest rate swap agreements. The interest rate swap agreements are designated as cash flow hedges, therefore, the changes in fair value, to the extent the swap agreements are effective, are recognized in OCI until the hedged interest expense is recognized in earnings. The current swap agreements effectively convert the Company's interest rate obligation on the Company's variable rate senior notes from quarterly floating rate payments based on the London Interbank Offered Rate ("LIBOR") to quarterly fixed rate payments. As of June 30, 2011, the Company had a total notional amount of \$200,000,000 of interest rate swaps designated as cash flow hedges for its variable rate senior notes as follows (dollars in thousands):

<u>Notional Amount</u>	<u>Effective date</u>	<u>Termination date</u>	<u>Fixed pay rate</u>	<u>Receive rate</u>
\$ 100,000	March 2006	February 2013	5.45%	Three-month LIBOR
\$ 50,000	November 2008	February 2013	3.50%	Three-month LIBOR
\$ 50,000	May 2009	February 2013	3.795%	Three-month LIBOR

### **Foreign Currency Risk Management**

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to its forecasted foreign currency transactions to attempt to reduce the risk of its exposure to foreign currency rate fluctuations in its transactions denominated in foreign currency. These transactions, which relate to foreign currency obligations for the purchase of equipment from foreign suppliers or foreign currency receipts from foreign customers, generally are forward contracts or purchased call options and are entered into with large multinational banks.

As of June 30, 2011, the Company had forward contracts with notional amounts aggregating \$8,484,000 to hedge its exposure to foreign currency rate fluctuations in expected foreign currency transactions. These contracts expire on various dates beginning in the fourth quarter of 2011 and ending in the first quarter of 2014. These forward contracts are designated as cash flow hedges, therefore, the changes in fair value, to the extent the forward contracts are effective, are recognized in OCI until the forward contracts expire and are recognized in cost of sales and operating expenses.

### **Fair Value of Derivative Instruments**

The following table sets forth the fair value of the Company's derivative instruments recorded as liabilities located on the consolidated balance sheet at June 30, 2011 and December 31, 2010 (in thousands):

<u>Liability Derivatives</u>	<u>Balance Sheet Location</u>	<u>June 30, 2011</u>	<u>December 31, 2010</u>
<b>Derivatives designated as hedging instruments under ASC 815:</b>			
Foreign currency contracts	Accrued liabilities	\$ 1,092	\$ 798
Foreign currency contracts	Other long-term liabilities	552	569
Interest rate contracts	Other long-term liabilities	13,554	16,209
Total derivatives designated as hedging instruments under ASC 815		<u>\$15,198</u>	<u>\$ 17,576</u>
Total liability derivatives		<u>\$15,198</u>	<u>\$ 17,576</u>

Fair value amounts were derived as of June 30, 2011 and December 31, 2010 utilizing fair value models of the Company and its counterparties on the Company's portfolio of derivative instruments. These fair value models use the income approach that relies on inputs such as yield curves, currency exchange rates and forward prices. The fair value of the Company's derivative instruments is described above in Note 4, Fair Value Measurements.

### Cash Flow Hedges

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings. Any ineffectiveness related to the Company's hedges was not material for any of the periods presented.

The following table sets forth the location and amount of gains and losses on the Company's derivative instruments in the consolidated statements of earnings for the three months and six months ended June 30, 2011 and 2010 (in thousands):

Derivatives in ASC 815 Cash Flow Hedging Relationships:	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)		Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
		Three months ended June 30,		Three months ended June 30,	
		2011	2010	2011	2010
Interest rate contracts	Interest expense	\$ 694	\$ (1,348)	\$ (2,152)	\$ (2,120)
Foreign exchange contracts	Cost of sales and operating expenses	309	(496)	(43)	—
<b>Total</b>		<b>\$ 1,003</b>	<b>\$ (1,844)</b>	<b>\$ (2,195)</b>	<b>\$ (2,120)</b>

Derivatives in ASC 815 Cash Flow Hedging Relationships:	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)		Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
		Six months ended June 30,		Six months ended June 30,	
		2011	2010	2011	2010
Interest rate contracts	Interest expense	\$ 2,655	\$ (2,680)	\$ (4,277)	\$ (4,267)
Foreign exchange contracts	Cost of sales and operating expenses	(551)	(548)	(43)	22
<b>Total</b>		<b>\$ 2,104</b>	<b>\$ (3,228)</b>	<b>\$ (4,320)</b>	<b>\$ (4,245)</b>

The Company anticipates \$5,280,000 of net losses on interest rate swap agreements included in accumulated OCI will be transferred into earnings over the next year based on current interest rates. Gains or losses on interest rate swap agreements offset increases or decreases in rates of the underlying debt, which results in a fixed rate for the underlying debt. The Company also expects \$780,000 of net losses on foreign currency contracts included in accumulated OCI will be transferred into earnings over the next year based on current spot rates.

### (6) LONG-TERM DEBT

On May 31, 2011, the Company entered into a Credit Agreement ("Term Loan") with a group of commercial banks, with Wells Fargo Bank, National Association as the administrative agent bank, with a maturity date of May 31, 2016. The Term Loan provides for a \$540,000,000 five-year unsecured term

loan facility with a variable interest rate based on LIBOR or a base rate calculated with reference to the agent bank's prime rate, among other factors (the "Alternate Base Rate"). The interest rate spread varies with the Company's senior debt rating and is currently 1.5% over LIBOR or 0.5% over the Alternate Base Rate. The outstanding balance of the Term Loan is subject to quarterly amortization in increasing amounts and is prepayable, in whole or in part, without penalty. The Term Loan contains certain restrictive financial covenants including an interest coverage ratio and a debt-to-capitalization ratio. In addition to financial covenants, the Term Loan contains covenants that, subject to exceptions, restrict debt incurrence, mergers and acquisitions, sales of assets, dividends and investments, liquidations and dissolutions, capital leases, transactions with affiliates and changes in lines of business. The primary purpose of the Term Loan was to provide financing for the Company's acquisition of K-Sea. The acquisition of K-Sea was completed and the Term Loan funded on July 1, 2011.

The Company has a \$250,000,000 unsecured revolving credit facility ("Revolving Credit Facility") with a syndicate of banks, with JPMorgan Chase Bank, N.A. as the administrative agent bank, with a maturity date of November 9, 2015. The Revolving Credit Facility allows for an increase in the commitments of the banks from \$250,000,000 up to a maximum of \$325,000,000, subject to the consent of each bank that elects to participate in the increased commitment. On May 31, 2011, the Revolving Credit Facility was amended to conform the interest rate spread to the spread provided in the Term Loan described above. The variable interest rate spread is currently 1.5% over LIBOR or 0.5% over the Alternate Base Rate. Prior to the May 31, 2011 amendment, the variable interest rate spread was 2.0% over LIBOR for LIBOR loans and 0.5% over the Alternate Base Rate for Alternate Base Rate loans. The commitment fee is currently 0.3%. The Revolving Credit Facility contains certain restrictive financial covenants including an interest coverage ratio and a debt-to-capitalization ratio. In addition to financial covenants, the Revolving Credit Facility contains covenants that, subject to exceptions, restrict debt incurrence, mergers and acquisitions, sales of assets, dividends and investments, liquidations and dissolutions, capital leases, transactions with affiliates and changes in lines of business. Borrowings under the Revolving Credit Facility may be used for general corporate purposes, the purchase of existing or new equipment, the purchase of the Company's common stock, or for business acquisitions. As of June 30, 2011, the Company was in compliance with all Revolving Credit Facility covenants and had \$119,700,000 outstanding under the Revolving Credit Facility. The Revolving Credit Facility includes a \$25,000,000 commitment which may be used for standby letters of credit. Outstanding letters of credit under the Revolving Credit Facility were \$3,085,000 as of June 30, 2011.

The Company has \$200,000,000 of unsecured floating rate senior notes ("Senior Notes") due February 28, 2013. The Senior Notes pay interest quarterly at a rate equal to LIBOR plus a margin of 0.5%. The Senior Notes are callable, at the Company's option, at par. No principal payments are required until maturity in February 2013. As of June 30, 2011, \$200,000,000 was outstanding under the Senior Notes and the average interest rate for the 2011 second quarter and first six months was 0.8%. The Company was in compliance with all Senior Notes covenants at June 30, 2011.

The Company has a \$10,000,000 line of credit ("Credit Line") with Bank of America, N.A. ("Bank of America") for short-term liquidity needs and letters of credit, with a maturity date of June 30, 2012. The Credit Line allows the Company to borrow at an interest rate agreed to by Bank of America and the Company at the time each borrowing is made or continued. The Company did not have any borrowings outstanding under the Credit Line as of June 30, 2011. Outstanding letters of credit under the Credit Line were \$4,457,000 as of June 30, 2011.

## (7) STOCK AWARD PLANS

The Company has share-based compensation plans which are described below. The compensation cost that has been charged against earnings for the Company's stock award plans and the income tax benefit recognized in the statement of earnings for stock awards for the three months and six months ended June 30, 2011 and 2010 were as follows (in thousands):

	Three months ended		Six months ended	
	June 30,		June 30,	
	2011	2010	2011	2010
Compensation cost	\$2,530	\$ 2,073	\$4,490	\$6,742
Income tax benefit	\$ 973	\$ 799	\$1,720	\$2,596

The Company has two employee stock award plans for selected officers and other key employees which provide for the issuance of stock options and restricted stock. For both of the plans, the exercise price for each option equals the fair market value per share of the Company's common stock on the date of grant. The terms of the options granted prior to January 25, 2010 are five years and vest ratably over three years. Options granted on or after January 25, 2010 have terms of seven years and vest ratably over three years. At June 30, 2011, 1,224,378 shares were available for future grants under the employee plans and no outstanding stock options under the employee plans were issued with stock appreciation rights.

The following is a summary of the stock option activity under the employee plans described above for the six months ended June 30, 2011:

	Outstanding Non-Qualified or Nonincentive Stock Awards	Weighted Average Exercise Price
Outstanding at December 31, 2010	434,447	\$ 33.53
Granted	100,569	\$ 46.74
Exercised	(30,936)	\$ 26.85
Outstanding at June 30, 2011	504,080	\$ 36.58

The following table summarizes information about the Company's outstanding and exercisable stock options under the employee plans at June 30, 2011:

Range of Exercise Prices	Options Outstanding			Options Exercisable		
	Number Outstanding	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price	Aggregate Intrinsic Value
\$23.98 - \$34.40	246,450	3.79	\$ 28.26	126,697	\$ 27.31	
\$35.66 - \$36.94	64,858	0.89	\$ 35.78	62,191	\$ 35.76	
\$46.74 - \$48.65	192,772	4.20	\$ 47.48	92,203	\$ 48.28	
\$23.98 - \$48.65	504,080	3.59	\$ 36.58	281,091	\$ 36.06	\$5,794,000

The following is a summary of the restricted stock award activity under the employee plans described above for the six months ended June 30, 2011:

	Unvested Restricted Stock Award Shares	Weighted Average Grant Date Fair Value Per Share
Nonvested balance at December 31, 2010	499,335	\$ 31.98
Granted	133,516	\$ 45.02
Vested	(161,420)	\$ 33.31
Forfeited	(947)	\$ 35.30
Nonvested balance at June 30, 2011	<u>470,484</u>	<u>\$ 35.67</u>

The Company has two director stock award plans for nonemployee directors of the Company which provide for the issuance of stock options and restricted stock. No additional options can be granted under one of the plans. The 2000 Director Plan provides for the automatic grants of stock options and restricted stock to nonemployee directors on the date of first election as a director and after each annual meeting of stockholders. In addition, the 2000 Director Plan allows for the issuance of stock options or restricted stock in lieu of cash for all or part of the annual director fee at the option of the director. The exercise prices for all options granted under the plans are equal to the fair market value per share of the Company's common stock on the date of grant. The terms of the options are ten years. The options granted to a director when first elected vest immediately. The options granted and restricted stock issued after each annual meeting of stockholders vest six months after the date of grant. Options granted and restricted stock issued in lieu of cash director fees vest in equal quarterly increments during the year to which they relate. At June 30, 2011, 253,724 shares were available for future grants under the 2000 Director Plan. The director stock award plans are intended as an incentive to attract and retain qualified and competent independent directors.

The following is a summary of the stock option activity under the director plans described above for the six months ended June 30, 2011:

	Outstanding Non-Qualified or Nonincentive Stock Awards	Weighted Average Exercise Price
Outstanding December 31, 2010	356,429	\$ 34.88
Granted	60,552	\$ 56.42
Exercised	(19,356)	\$ 10.11
Outstanding June 30, 2011	<u>397,625</u>	<u>\$ 39.36</u>

The following table summarizes information about the Company's outstanding and exercisable stock options under the director plans at June 30, 2011:

Range of Exercise Prices	Options Outstanding				Options Exercisable		
	Number Outstanding	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Aggregate Intrinsic Value	Number Exercisable	Weighted Average Exercise Price	Aggregate Intrinsic Value
\$12.69 - \$17.88	45,814	1.87	\$ 15.78		45,814	\$ 15.78	
\$20.28 - \$29.60	68,433	6.78	\$ 27.15		68,433	\$ 27.15	
\$35.17 - \$36.82	96,036	5.20	\$ 35.81		96,036	\$ 35.81	
\$41.24 - \$56.45	187,342	8.41	\$ 51.42		137,428	\$ 49.59	
\$12.69 - \$56.45	<u>397,625</u>	6.60	\$ 39.36	\$6,881,000	<u>347,711</u>	\$ 36.91	\$ 6,870,000

The following is a summary of the restricted stock award activity under the director plan described above for the six months ended June 30, 2011:

	Unvested Restricted Stock Award Shares	Weighted Average Grant Date Fair Value Per Share
Nonvested balance at December 31, 2010	525	\$ 41.33
Granted	10,490	\$ 56.63
Vested	(771)	\$ 46.11
Nonvested balance at June 30, 2011	<u>10,244</u>	<u>\$ 56.64</u>

The total intrinsic value of all stock options exercised under all of the Company's plans was \$1,477,000 and \$2,184,000 for the six months ended June 30, 2011 and 2010, respectively. The actual tax benefit realized for tax deductions from stock option exercises was \$566,000 and \$841,000 for the six months ended June 30, 2011 and 2010, respectively.

The total intrinsic value of all the restricted stock vestings under all of the Company's plans was \$7,199,000 and \$8,328,000 for the six months ended June 30, 2011 and 2010, respectively. The actual tax benefit realized for tax deductions from restricted stock vestings was \$2,757,000 and \$3,206,000 for the six months ended June 30, 2011 and 2010, respectively.

As of June 30, 2011, there was \$3,077,000 of unrecognized compensation cost related to nonvested stock options and \$14,651,000 related to restricted stock. The stock options are expected to be recognized over a weighted average period of approximately 1.8 years and restricted stock over approximately 3.1 years. The total fair value of stock options vested was \$1,438,000 and \$2,484,000 during the six months ended June 30, 2011 and 2010, respectively. The fair value of the restricted stock vested was \$7,199,000 and \$8,328,000 for the six months ended June 30, 2011 and 2010, respectively.

The weighted average per share fair value of options granted during the six months ended June 30, 2011 and 2010 was \$18.81 and \$13.81, respectively. The fair value of the options granted during the six months ended June 30, 2011 and 2010 was \$3,031,000 and \$2,231,000, respectively. The Company currently uses treasury stock shares for restricted stock grants and stock option exercises. The fair value of each option was determined using the Black-Scholes option pricing model. The key input variables used in valuing the options during the six months ended June 30, 2011 and 2010 were as follows:

	Six months ended June 30,	
	2011	2010
Dividend yield	None	None
Average risk-free interest rate	2.4%	3.1%
Stock price volatility	33%	33%
Estimated option term	Six years or seven years	Six years or seven years

**(8) COMPREHENSIVE INCOME**

The Company's total comprehensive income for the three months and six months ended June 30, 2011 and 2010 was as follows (in thousands):

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Net earnings	\$42,229	\$29,643	\$75,129	\$54,554
Other comprehensive income (loss), net of taxes:				
Pension and postretirement benefits	(122)	(2,587)	217	(2,281)
Change in fair value of derivative financial instruments	631	(1,167)	1,508	(2,063)
Total other comprehensive income (loss), net of taxes	509	(3,754)	1,725	(4,344)
Total comprehensive income, net of taxes	42,738	25,889	76,854	50,210
Net earnings attributable to noncontrolling interests	(537)	(375)	(1,007)	(612)
Comprehensive income attributable to Kirby	<u>\$42,201</u>	<u>\$25,514</u>	<u>\$75,847</u>	<u>\$49,598</u>

**(9) SEGMENT DATA**

The Company's operations are classified into two reportable business segments as follows:

*Marine Transportation* – Marine transportation by United States flag vessels on the United States inland waterway system and, to a lesser extent, offshore transportation of dry-bulk cargoes. The principal products transported on the United States inland waterway system include petrochemicals, black oil products, refined petroleum products and agricultural chemicals.

*Diesel Engine Services* – Overhaul and repair of medium-speed and high-speed diesel engines, reduction gear repair, and sale of related parts and accessories for customers in the marine and power generation applications, and distribution and service of high-speed diesel engines, transmissions, including hydraulic fracturing equipment, for land-based pressure pumping and oilfield service markets.

The following table sets forth the Company's revenues and profit or loss by reportable segment for the three months and six months ended June 30, 2011 and 2010 and total assets as of June 30, 2011 and December 31, 2010 (in thousands):

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Revenues:				
Marine transportation	\$266,612	\$230,256	\$508,289	\$449,818
Diesel engine services	170,719	43,413	228,401	92,104
	<u>\$437,331</u>	<u>\$273,669</u>	<u>\$736,690</u>	<u>\$541,922</u>
Segment profit (loss):				
Marine transportation	\$ 58,361	\$ 49,654	\$ 111,059	\$ 91,963
Diesel engine services	17,611	4,117	24,217	9,160
Other	(7,693)	(5,806)	(14,136)	(12,801)
	<u>\$ 68,279</u>	<u>\$ 47,965</u>	<u>\$121,140</u>	<u>\$ 88,322</u>



	<u>June 30, 2011</u>	<u>December 31, 2010</u>
Total assets:		
Marine transportation	\$1,522,081	\$1,383,252
Diesel engine services	577,794	185,824
Other	21,846	225,861
	<u>\$2,121,721</u>	<u>\$1,794,937</u>

The following table presents the details of "Other" segment loss for the three months and six months ended June 30, 2011 and 2010 (in thousands):

	<u>Three months ended June 30,</u>		<u>Six months ended June 30,</u>	
	<u>2011</u>	<u>2010</u>	<u>2011</u>	<u>2010</u>
General corporate expenses	\$(4,533)	\$(3,120)	\$ (8,128)	\$ (7,415)
Gain (loss) on disposition of assets	40	(19)	(26)	(63)
Interest expense	(3,278)	(2,697)	(6,111)	(5,365)
Other income	78	30	129	42
	<u>\$(7,693)</u>	<u>\$(5,806)</u>	<u>\$(14,136)</u>	<u>\$(12,801)</u>

The following table presents the details of "Other" total assets as of June 30, 2011 and December 31, 2010 (in thousands):

	<u>June 30, 2011</u>	<u>December 31, 2010</u>
General corporate assets	\$18,326	\$ 222,525
Investment in affiliates	3,520	3,336
	<u>\$21,846</u>	<u>\$ 225,861</u>

## (10) TAXES ON INCOME

Earnings before taxes on income and details of the provision for taxes on income for the three months and six months ended June 30, 2011 and 2010 were as follows (in thousands):

	<u>Three months ended June 30,</u>		<u>Six months ended June 30,</u>	
	<u>2011</u>	<u>2010</u>	<u>2011</u>	<u>2010</u>
Earnings before taxes on income – United States	<u>\$68,279</u>	<u>\$47,965</u>	<u>\$121,140</u>	<u>\$88,322</u>
Provision for taxes on income:				
Federal:				
Current	\$12,982	\$16,045	\$ 16,985	\$27,489
Deferred	9,930	183	23,740	2,420
State and local	3,138	2,094	5,286	3,859
	<u>\$26,050</u>	<u>\$18,322</u>	<u>\$ 46,011</u>	<u>\$33,768</u>

**(11) EARNINGS PER SHARE**

The following table presents the components of basic and diluted earnings per share of common stock for the three months and six months ended June 30, 2011 and 2010 (in thousands, except per share amounts):

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Net earnings attributable to Kirby	\$41,692	\$29,268	\$74,122	\$53,942
Undistributed earnings allocated to restricted shares	(370)	(278)	(656)	(532)
Income available to Kirby common stockholders - basic	41,322	28,990	73,466	53,410
Undistributed earnings allocated to restricted shares	370	278	656	532
Undistributed earnings reallocated to restricted shares	(369)	(277)	(653)	(530)
Income available to Kirby common stockholders - diluted	<u>\$41,323</u>	<u>\$28,991</u>	<u>\$73,469</u>	<u>\$53,412</u>
<b>Shares outstanding:</b>				
Weighted average common stock issued and outstanding	53,685	54,081	53,662	54,020
Weighted average unvested restricted stock	(476)	(513)	(474)	(532)
Weighted average common stock outstanding - basic	53,209	53,568	53,188	53,488
Dilutive effect of stock options	218	145	210	133
Weighted average common stock outstanding - diluted	<u>53,427</u>	<u>53,713</u>	<u>53,398</u>	<u>53,621</u>
<b>Net earnings per share attributable to Kirby common stockholders:</b>				
Basic	<u>\$ .78</u>	<u>\$ .54</u>	<u>\$ 1.38</u>	<u>\$ 1.00</u>
Diluted	<u>\$ .77</u>	<u>\$ .54</u>	<u>\$ 1.38</u>	<u>\$ 1.00</u>

Certain outstanding options to purchase approximately 151,000 and 323,000 shares of common stock were excluded in the computation of diluted earnings per share as of June 30, 2011 and 2010, respectively, as such stock options would have been antidilutive.

**(12) RETIREMENT PLANS**

The Company sponsors a defined benefit plan for vessel personnel and shore based tankermen. The plan benefits are based on an employee's years of service and compensation. The plan assets consist primarily of equity and fixed income securities.

The Company's pension plan funding strategy has historically been to contribute an amount equal to the greater of the minimum required contribution under ERISA or the amount necessary to fully fund the plan on an accumulated benefit obligation ("ABO") basis at the end of the fiscal year. The ABO is based on a variety of demographic and economic assumptions, and the pension plan assets' returns are subject to various risks, including market and interest rate risk, making an accurate prediction of the pension plan contribution difficult. Based on current pension plan assets and market conditions, the Company does not expect to make a contribution to its pension plan prior to December 31, 2011 to fund its 2011 pension plan obligations. As of June 30, 2011, no 2011 year contributions have been made.

The Company sponsors an unfunded defined benefit health care plan that provides limited postretirement medical benefits to employees who meet minimum age and service requirements, and to

eligible dependents. The plan limits cost increases in the Company's contribution to 4% per year. The plan is contributory, with retiree contributions adjusted annually. The Company also has an unfunded defined benefit supplemental executive retirement plan ("SERP") that was assumed in an acquisition in 1999. That plan ceased to accrue additional benefits effective January 1, 2000.

The components of net periodic benefit cost for the Company's defined benefit plans for the three months and six months ended June 30, 2011 and 2010 were as follows (in thousands):

	Pension Benefits			
	Pension Plan		SERP	
	Three months ended June 30,		Three months ended June 30,	
	2011	2010	2011	2010
Components of net periodic benefit cost:				
Service cost	\$ 1,829	\$ 1,798	\$ —	\$ —
Interest cost	2,432	2,570	20	21
Expected return on plan assets	(2,824)	(2,429)	—	—
Amortization:				
Actuarial loss	736	1,032	2	—
Prior service credit	(9)	(23)	—	—
Net periodic benefit cost	<u>\$ 2,164</u>	<u>\$ 2,948</u>	<u>\$ 22</u>	<u>\$ 21</u>

	Pension Benefits			
	Pension Plan		SERP	
	Six months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Components of net periodic benefit cost:				
Service cost	\$ 3,654	\$ 3,513	\$ —	\$ —
Interest cost	4,849	4,797	40	42
Expected return on plan assets	(5,645)	(4,761)	—	—
Amortization:				
Actuarial loss	1,430	1,613	4	1
Prior service credit	(19)	(45)	—	—
Net periodic benefit cost	<u>\$ 4,269</u>	<u>\$ 5,117</u>	<u>\$ 44</u>	<u>\$ 43</u>

The components of net periodic benefit cost for the Company's postretirement benefit plan for the three months and six months ended June 30, 2011 and 2010 were as follows (in thousands):

	Other Postretirement Benefits Postretirement Welfare Plan Three months ended June 30,		Other Postretirement Benefits Postretirement Welfare Plan Six months ended June 30,	
	2011	2010	2011	2010
Components of net periodic benefit cost:				
Service cost	\$ —	\$ (64)	\$ —	\$ —
Interest cost	50	(27)	86	57
Amortization:				
Actuarial gain	(168)	(171)	(311)	(244)
Prior service cost	11	197	21	207
Net periodic benefit cost	<u>\$ (107)</u>	<u>\$ (65)</u>	<u>\$ (204)</u>	<u>\$ 20</u>

### (13) CONTINGENCIES

In June 2011, the Company as well as three other companies received correspondence from United States Environmental Protection Agency ("EPA") concerning ongoing cleanup and restoration activities under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") with respect to a Superfund site, the Gulfco Marine Maintenance Site ("Gulfco"), located in Freeport, Texas. In prior years, various subsidiaries of the Company utilized a successor to Gulfco to perform tank barge cleaning services, sand blasting and repair on certain Company vessels. The EPA continues to investigate activities at the site to assess additional Potential Responsible Parties ("PRPs"). Since 2005, four named PRPs have participated in the investigation, cleanup and restoration of the site under an administrative order from EPA. Information received to date indicates that approximately \$3,500,000 has been incurred in connection with the cleanup effort in addition to EPA's oversight costs of approximately \$1,800,000. To date, neither the EPA nor the named PRPs have performed an allocation of potential liability in connection with the site nor have they provided requested cost and expenses supporting documentation related to the site. The Company is investigating its activities at the site in order to assess what, if any, liability it has in connection with the site.

In 2000, the Company and a group of approximately 45 other companies were notified that they are PRPs under the CERCLA with respect to a Superfund site, the Palmer Barge Line Superfund Site ("Palmer"), located in Port Arthur, Texas. In prior years, Palmer had provided tank barge cleaning services to various subsidiaries of the Company. The Company and three other PRPs entered into an agreement with the EPA to perform a remedial investigation and feasibility study and, subsequently, a limited remediation was performed and is now complete. During the 2007 third quarter, five new PRPs entered into an agreement with the EPA related to the Palmer site. In July 2008, the EPA sent a letter to approximately 30 PRPs for the Palmer site, including the Company, indicating that it intends to pursue recovery of \$2,949,000 of costs it incurred in relation to the site. The Company and the other PRPs continue to discuss suggested pro rata allocations of all PRPs with the EPA and the U.S. Department of Justice ("DOJ") in order to resolve the EPA's past cost claim.

In 2000, the Company and approximately 50 other companies were notified that they are PRPs under the CERCLA with respect to a Superfund site, the State Marine of Port Arthur Superfund Site ("State Marine"), located in Port Arthur, Texas. In the past, State Marine performed tank barge cleaning and services for various subsidiaries of the Company. In March 2010, the DOJ and EPA issued a letter to seven PRPs, which include the former owners/operator of the site and others, including the

Company, indicating their intent to pursue reimbursement of its past costs of approximately \$2,977,000 in connection with clean-up activities in relation to the site. The Company and the other PRPs will continue to pursue documentation concerning the site activities related to all PRPs in order to determine appropriate allocation of past costs relative to activities at the site to develop suggested pro rata sharing to resolve the EPA's past cost claim.

With respect to the above sites, the Company has recorded reserves, if applicable, for its estimated potential liability for its portion of the EPA's past costs claim based on information developed to date including various factors such as the Company's liability in proportion to other responsible parties and the extent to which such costs are recoverable from third parties.

In addition, the Company is involved in various legal and other proceedings which are incidental to the conduct of its business, none of which in the opinion of management will have a material effect on the Company's financial condition, results of operations or cash flows. Management believes that it has recorded adequate reserves and believes that it has adequate insurance coverage or has meritorious defenses for these other claims and contingencies.

The Company has issued guaranties or obtained standby letters of credit and performance bonds supporting performance by the Company and its subsidiaries of contractual or contingent legal obligations of the Company and its subsidiaries incurred in the ordinary course of business. The aggregate notional value of these instruments is \$16,482,000 at June 30, 2011, including \$10,324,000 in letters of credit and debt guarantees, and \$6,158,000 in performance bonds. All of these instruments have an expiration date within three years. The Company does not believe demand for payment under these instruments is likely and expects no material cash outlays to occur in connection with these instruments.

#### **(14) SUBSEQUENT EVENT**

On July 1, 2011, the Company completed the acquisition of K-Sea, an operator of tank barges and tugboats participating in the coastwise transportation primarily of refined petroleum products in the United States. The total value of the transaction was \$603,427,000, excluding transaction fees, consisting of \$227,617,000 of cash paid to K-Sea common and preferred unit holders and the general partner, \$262,791,000 of cash to retire K-Sea's outstanding debt, and \$113,019,000 through the issuance of 1,939,234 shares of Company common stock valued at \$58.28 per share, the Company's closing share price on July 1, 2011. The acquisition of K-Sea was financed by borrowings under the new \$540,000,000 Term Loan and the issuance of common stock of the Company. The acquisition was completed and the Term Loan funded on July 1, 2011.

K-Sea's fleet, comprised of 58 tank barges with a capacity of 3.8 million barrels and 63 tugboats, operates along the East Coast, West Coast and Gulf Coast of the United States, as well as in Alaska and Hawaii. K-Sea's tank barge fleet, 54 of which are doubled hulled, has an average age of approximately nine years and is one of the youngest fleets in the coastwise trade. K-Sea's customers include major oil companies and refiners, many of which are current Company customers for inland tank barge services. K-Sea has operating facilities in New York, Philadelphia, Norfolk, Seattle and Honolulu.

**Item 1A. Risk Factors**

The Company continues to be subject to the risk factors previously disclosed in its "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2010, as well as the following additional risk factor associated with hydraulic fracturing practices and expanded disclosure of previously disclosed risk factors due to the acquisition of K-Sea on July 1, 2011:

*The Company's diesel engine services segment could be adversely impacted by future legislation or additional regulation of hydraulic fracturing practices.* The Company, through its United subsidiary, is a distributor and service provider of engine and transmission related products for the oil and gas services, power generation and transportation industries, and a manufacturer of oilfield service equipment, including hydraulic fracturing equipment. The EPA is studying hydraulic fracturing practices, and legislation may be introduced in Congress that would authorize the EPA to impose additional regulations on hydraulic fracturing. In addition, a number of states are evaluating the adoption of legislation or regulations governing hydraulic fracturing. Such federal or state legislation and/or regulations could materially impact our customers' operations and greatly reduce or eliminate demand for the Company's hydraulic fracturing equipment and related products. We are unable to predict whether the future legislation or any other regulations will ultimately be enacted, and if so, the impact on the Company's diesel engine services segment.

*The Company's marine transportation segment is dependent on its ability to adequately crew its towboats.* The Company's towboats are crewed with employees who are licensed or certified by the USCG, including its captains, pilots, engineers and tankermen. The success of the Company's marine transportation segment is dependent on the Company's ability to adequately crew its towboats. As a result, the Company invests significant resources in training its crews and providing each crew member an opportunity to advance from a deckhand to the captain of a Company towboat. Lifestyle issues are a deterrent for employment as crew members are required to work a 20 days on, 10 days off rotation, or a 30 days on, 15 days off rotation. With the rising unemployment rates during 2008 and 2009 and continued high unemployment rate during 2010 and 2011 associated with the economic recession, crewing levels have remained adequate.

K-Sea's marine transportation business depends upon unionized labor for the provision of services in certain geographic areas. Any work stoppages or labor disturbances could disrupt business in those areas. Approximately 49% of K-Sea's seagoing personnel were employed under a contract with a division of the International Longshoreman's Association that expired on June 30, 2011. Negotiations between union representatives and the Company continue. Any work stoppages or other labor disturbances could have a material adverse effect on the Company's business, financial condition and results of operations.

*The Company's marine transportation segment is subject to the Jones Act.* The Company's marine transportation segment competes principally in markets subject to the Jones Act, a federal cabotage law that restricts domestic marine transportation in the United States to vessels built and registered in the United States, and manned and owned by United States citizens. The Company presently meets all of the requirements of the Jones Act for its owned vessels. The loss of Jones Act status could have a significant negative effect on the Company. The requirements that the Company's vessels be United States built and manned by United States citizens, the crewing requirements and material requirements of the USCG, and the application of United States labor and tax laws significantly increase the cost of United States flag vessels when compared with comparable foreign flag vessels. The Company's business could be adversely affected if the Jones Act were to be modified so as to permit foreign competition that is not subject to the same United States government imposed burdens. Since the events of September 11, 2001,

the United States government has taken steps to increase security of United States ports, coastal waters and inland waterways. The Company feels that it is unlikely that the current cabotage provisions of the Jones Act would be modified or eliminated in the foreseeable future.

The Secretary of the Department of Homeland Security is vested with the authority and discretion to waive the coastwise laws to such extent and upon such terms as he may prescribe whenever he deems that such action is necessary in the interest of national defense. In response to the effects of Hurricanes Katrina and Rita, the Secretary of the Department of Homeland Security waived the coastwise laws generally for the transportation of petroleum products from September 1 to September 19, 2005 and from September 26, 2005 to October 24, 2005. In June 2011, the Secretary of the Department of Homeland Security waived the coastwise laws for the transportation of petroleum released from the Strategic Petroleum Reserve. Continued waiver of the coastwise laws, whether in response to natural disasters or otherwise, could result in increased competition from foreign tank vessel operators, which could negatively impact the marine transportation segment.

**Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

Statements contained in this Form 10-Q that are not historical facts, including, but not limited to, any projections contained herein, are forward-looking statements and involve a number of risks and uncertainties. Such statements can be identified by the use of forward-looking terminology such as “may,” “will,” “expect,” “anticipate,” “estimate,” or “continue” or the negative thereof or other variations thereon or comparable terminology. The actual results of the future events described in such forward-looking statements in this Form 10-Q could differ materially from those stated in such forward-looking statements. Among the factors that could cause actual results to differ materially are: adverse economic conditions, industry competition and other competitive factors, adverse weather conditions such as high water, low water, tropical storms, hurricanes, fog and ice, marine accidents, lock delays, fuel costs, interest rates, construction of new equipment by competitors, government and environmental laws and regulations, and the timing, magnitude and number of acquisitions made by the Company. For a more detailed discussion of factors that could cause actual results to differ from those presented in forward-looking statements, see Item 1A-Risk Factors found in the Company’s annual report on Form 10-K for the year ended December 31, 2010 and in Item 1-A Risk Factors in this Form 10-Q. Forward-looking statements are based on currently available information and the Company assumes no obligation to update any such statements.

For purposes of the Management’s Discussion, all net earnings per share attributable to Kirby common stockholders are “diluted earnings per share.” The weighted average number of common shares applicable to diluted earnings per share for the three months and six months ended June 30, 2011 and 2010 were as follows:

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
	(in thousands)			
Weighted average number of common stock - diluted	53,427	53,713	53,398	53,621

The decrease in the weighted average number of common shares for both 2011 periods compared with the 2010 periods primarily reflected the common stock repurchases in the 2010 second, third and fourth quarters, partially offset by the issuance of restricted stock and the exercise of stock options.

## Overview

The Company is the nation's largest domestic inland tank barge operator with a fleet of 837 active tank barges, including 46 leased barges, and 16.4 million barrels of capacity as of June 30, 2011. The Company operated an average of 247 inland towing vessels during the 2011 second quarter, of which an average of 64 were chartered. The Company uses the United States inland waterway system to transport bulk liquids including petrochemicals, black oil products, refined petroleum products and agricultural chemicals. The Company also owns and operates four ocean-going barge and tug units transporting dry-bulk commodities in United States coastwise trade. Through its diesel engine services segment, the Company provides after-market services for medium-speed and high-speed diesel engines used in marine and power generation applications, and distributes and services high-speed diesel engines and transmissions, including hydraulic fracturing equipment, for land-based pressure pumping and oilfield service markets. On July 1, 2011, the Company entered the United States coastwise tank barge transportation market with the acquisition of K-Sea.

For the 2011 second quarter, net earnings attributable to Kirby were \$41,692,000, or \$.77 per share, on revenues of \$437,331,000, compared with 2010 second quarter net earnings attributable to Kirby of \$29,268,000, or \$.54 per share, on revenues of \$273,669,000. For the 2011 first six months, net earnings attributable to Kirby were \$74,122,000, or \$1.38 per share, on revenues of \$736,690,000, compared with the 2010 first six months net earnings attributable to Kirby of \$53,942,000, or \$1.00 per share, on revenues of \$541,922,000. The 2011 second quarter and first six months results included an estimated \$.07 per share negative impact from high water and flooding throughout the Mississippi River System and along the Gulf Intracoastal Waterway in the Morgan City area, net of certain revenue and cost recovery from contracts with terms that provide reimbursements for delays and increased costs.

From late April through June 2011, the Mississippi River System experienced high water and flooding conditions. The Ohio Valley received record rainfall in late April and early May, resulting in flooding conditions on the Ohio and Tennessee Rivers, and closure of the Smithland Lock near Paducah, Kentucky, creating delays for both upriver and downriver barge traffic on the Ohio River. The high water on the Ohio River, as well as the upper Mississippi River, flowed into the lower Mississippi River and created flooding conditions as the high water crest made its way south. Water levels reached or exceeded historic record high levels at Memphis, Vicksburg and Natchez. In anticipation of record high water levels at Baton Rouge and New Orleans, the Army Corps of Engineers in May opened the Bonnet Carre and Morganza Spillways. With the opening of the Morganza spillway, the Atchafalaya River Basin was flooded resulting in the closure of the Atchafalaya River and the Port Allen Route, waterways connecting the Gulf Intracoastal Waterway at Morgan City, Louisiana to the Mississippi River. The Port Allen Route opened on June 13 with tow size and horsepower restrictions. Due to the opening of the spillway and resulting fast water currents across the Gulf Intracoastal Waterway near Morgan City, tow size and horsepower restrictions were in place and extra towboats were used to assist each tow through the impacted area.

With the high water and flooding conditions, the United States Coast Guard and Army Corps of Engineers periodically closed sections of the Mississippi River System for all water travel, and placed restrictions in certain areas as the high water levels moved southbound, including tow sizes and horsepower requirements, daytime travel only restrictions, and assist towboat requirements at bridges, locks, certain sections of affected waterways and barge fleeting areas. As a result, trip times were extended, additional towboats were chartered and operating inefficiencies occurred, resulting in loss of revenues and additional operating expenditures.



## Marine Transportation

For the 2011 second quarter and first half, 61% and 69%, respectively, of the Company's revenue was generated by its marine transportation segment. The segment's customers include many of the major petrochemical and refining companies that operate in the United States. Products transported include raw materials for many of the end products used widely by businesses and consumers – plastics, fiber, paints, detergents, oil additives and paper, among others. Consequently, the Company's business tends to mirror the volumes produced by the Company's customer base.

The Company's marine transportation segment's revenue for the 2011 second quarter and first six months increased 16% and 13%, respectively, compared with revenue for the 2010 second quarter and first six months. The segment's operating income for the second quarter and first six months of 2011 increased 18% and 21%, respectively, when compared with operating income for the 2010 second quarter and first six months. The higher marine transportation revenues reflected an improvement in tank barge demand and equipment utilization due to continued strong production volumes from United States petrochemical customers, for both domestic and foreign destinations, and from black oil products customers due to the continued exportation of heavy fuel oil, some new demand for the transportation of crude oil from shale formations in South Texas and from the Midwest to the Gulf Coast, and refinery maintenance activity. Marine transportation revenues for the 2011 second quarter and first six months were negatively impacted by the high water and flooding as described above, net of certain revenue and cost recovery from contracts with terms that provide reimbursements for delays and increased costs. Diesel fuel prices for the 2011 second quarter and first six months increased 42% and 33%, respectively, compared with the 2010 second quarter and first six months, thereby positively impacting marine transportation revenue as fuel is escalated and de-escalated through revenue adjustment clauses in customers' term contracts.

During the 2011 second quarter and first six months, approximately 75% of the marine transportation revenues were under term contracts and 25% were spot contract revenues. Time charters, which insulate the Company from revenue fluctuations caused by weather and navigational delays and temporary market declines, represented 56% of the revenues under term contracts during the 2011 second quarter and first six months compared with 53% and 51%, respectively, during the 2010 second quarter and first six months. Term contract rates renewed in the 2011 first quarter increased an average of 2% to 4% compared with term contract rate renewals in the first quarter of 2010. For the 2011 second quarter, term contracts renewed increased an average of 3% to 5% compared with term contract renewals in the second quarter of 2010. Spot contract rates in the 2011 first quarter, which include the cost of fuel, increased an average of 5% to 7% compared with the 2010 fourth quarter, while spot market rates for the 2011 second quarter increased an average of 7% to 9% compared with the 2011 first quarter, partially due to the high water and flooding during the quarter that increased industry wide equipment utilization levels. Effective January 1, 2011, annual escalators for labor and the producer price index on a number of multi-year contracts resulted in rate increases on those contracts by 1% to 2%, excluding fuel.

The marine transportation operating margin for the 2011 second quarter was 21.9% compared with 21.6% for the 2010 second quarter and 21.8% for the 2011 first six months compared with 20.4% for the 2010 first six months, reflecting the improved petrochemical and black oil products demand and equipment utilization levels, modestly higher term contract and spot contract pricing, and cost reduction initiatives implemented during 2010, partially offset by the loss of revenue and the additional operating expenses impact of the high water and flooding as discussed above and by the cost impact of rising diesel fuel prices.

## Diesel Engine Services

For the 2011 second quarter and first six months, approximately 39% and 31%, respectively, of the Company's revenue was generated by the diesel engine services segment, of which 21% and 32% was generated through service, 22% and 26% from direct parts sales, and 57% and 42% through manufacturing, respectively. The results of the diesel engine services segment are largely influenced by the economic cycles of the marine, power generation and land-based pressure pumping and oilfield services industries it serves. The 2011 second quarter and first six months results include the operations of United, acquired on April 15, 2011, and described above.

The Company's diesel engine services segment's 2011 second quarter revenue and operating income increased 293% and 328%, respectively, compared with the second quarter of 2010. For the first half of 2011, revenues and operating income increased 148% and 164%, respectively, compared with the 2010 first half. The increase in revenues and operating income primarily reflected the acquisition of United on April 15, 2011, as United benefited from the strong demand for the manufacture and service of hydraulic fracturing equipment to meet the increased North American shale gas and crude oil production, and from the sale of transmissions and diesel engines and manufacture of compressor systems. In addition, the increase in revenues and operating income reflected a stronger medium-speed power generation market with engine-generator set upgrade projects and higher parts and engine sales, partially offset by the closure of the segment's Paducah, Kentucky facility due to flooding of the Ohio River during portions of May and June 2011, as well as continued weak service levels and direct parts sales in both the medium-speed and high-speed Gulf Coast oil services market.

The diesel engine services segment's operating margin for the 2011 second quarter was 10.3% compared with 9.5% for the second quarter of 2010. For the 2011 first six months, the operating margin was 10.6% compared with 9.9% for the 2010 first six months. The favorable operating margins for both 2011 periods reflected the strong power generation market and higher than historical operating margin for United, primarily the result of the higher volume leverage.

## Cash Flow and Capital Expenditures

The Company continued to generate strong operating cash flows during the 2011 first six months, with net cash provided by operating activities of \$117,825,000 compared with net cash provided by operating activities for the 2010 first six months of \$103,039,000. The 14% increase for the 2011 first six months was primarily from higher net earnings attributable to Kirby during the 2011 first six months and a higher deferred tax provision in 2011 versus 2010, partially offset by a larger net decrease in cash flows from changes in operating assets and liabilities of \$32,056,000, primarily due to increased receivables and inventories associated with the stronger business activity levels. In addition, during the 2011 and 2010 first six months, the Company generated cash of \$349,000 and \$3,671,000, respectively, from the exercise of stock options, and \$2,180,000 and \$6,223,000, respectively, from proceeds from the disposition of assets. For the 2011 first six months, cash generated, borrowings under the Company's \$250,000,000 revolving credit facility and cash and cash equivalents were used for capital expenditures of \$97,973,000, including \$55,663,000 for inland tank barge and tugboat construction, \$4,567,000 for progress payments on the construction of two offshore integrated dry-bulk barge and tugboat units scheduled for completion in 2012, and \$37,743,000 primarily for upgrading the existing marine transportation fleet, and \$330,402,000 for acquisitions of businesses and marine equipment. The Company's debt-to-capitalization ratio increased to 20.5% at June 30, 2011 from 14.7% at December 31, 2010, primarily due to the borrowing under the Company's \$250,000,000 revolving credit facility to purchase United, less the increase in total equity from net earnings attributable to Kirby for the 2011 first six months of \$74,122,000, exercise of stock options and the amortization of unearned equity compensation. As of June 30, 2011, the Company had \$119,700,000 outstanding under its \$250,000,000 revolving credit facility.

The Company projects that capital expenditures for 2011 will be in the \$225,000,000 to \$235,000,000 range, including approximately \$120,000,000 for the construction of 40 inland tank barges, two inland towboats, progress payments on 2012 inland tank barge and towboat construction, and approximately \$35,000,000 in progress payments on the construction of two offshore integrated dry-bulk barge and tugboat units for delivery in 2012 with an estimated total cost of \$50,000,000 for each unit. The remaining payments on the two offshore integrated dry-bulk barge and tug units will be made in 2012. During the 2011 first six months, the Company took delivery of 21 inland tank barges and five chartered inland tank barges with a total capacity of approximately 650,000 barrels. During the 2011 first six months, the Company also retired 32 inland tank barges, reducing its capacity by approximately 590,000 barrels.

## Outlook

Petrochemical and black oil products tank barge utilization levels continued to improve during the 2011 second quarter and first six months, reaching the highest utilization levels, in the low to mid 90% range, since the third quarter of 2008. While the United States economy continues to remain sluggish, with consistently high unemployment levels and weak consumer confidence, the United States petrochemical industry has seen a steady improvement in production for both domestic consumption and exports. Lower priced domestic natural gas, a basic feedstock for the United States petrochemical industry, provides the industry with a competitive advantage against foreign petrochemical producers. As a result, United States petrochemical production improved as the 2010 year progressed and has continued to improve during the 2011 first six months, thereby producing increased marine transportation volumes for basic petrochemicals to both domestic consumers and terminals for export destinations. The black oil products market also continued to improve during the 2011 first six months, primarily due to a stable United States refinery utilization level aided by the exportation of diesel fuel and heavy fuel oil, refinery maintenance issues and new demand for the transportation of crude oil from shale formations in South Texas, as well as increases in crude oil movements from the Midwest to the Gulf Coast.

The United States petrochemical industry is globally competitive based on a number of factors including a highly integrated and efficient transportation system of pipelines, rails, trucks and tank barges, a largely depreciated yet well maintained and operated asset base, and a low cost feedstock slate, which includes natural gas. Certain United States producers have announced plans for plant capacity expansions and the reopening of idled petrochemical facilities. The current production volumes from the Company's petrochemical customers have resulted in the Company's tank barge utilization levels in the low to mid 90% range and any increased production from current facilities, plant expansions or the reopening of idled facilities should drive feedstock and production volumes higher, in turn leading to higher tank barge utilization levels and higher term and contract pricing.

During 2009 and 2010, the marine transportation segment was negatively impacted by excess industry tank barge capacity. At the end of 2010, the Company estimated there were approximately 3,100 tank barges in the industry fleet, of which approximately 500 were over 35 years old and approximately 250 of those over 40 years old. Given the age profile of the industry fleet, we expect older tank barges will continue to be removed from service and replaced by new barges that will enter the fleet. The Company estimates that 150 tank barges will be constructed during 2011 and a similar number retired.

With the acquisition of K-Sea on July 1, 2011, the marine transportation segment expanded its liquid transportation segment into the United States Jones Act coastwise trade. K-Sea's principal customers are United States refiners, many of which are current customers of the Company. The acquisition extended the Company's tank barge service to its customers with United States coastwise marine transportation requirements on the East, Gulf and West Coasts, as well as in Alaska and Hawaii.

In the diesel engine services segment, the Gulf Coast oil services markets remained depressed during the 2011 first half but should show a slow improvement as 2011 progresses, dependent upon the issuance of Gulf of Mexico drilling permits. With the acquisition of United on April 15, 2011, the segment entered the land-based diesel engine and transmission services business. United manufactures hydraulic fracturing units and services their components, which include high-speed diesel engines, transmissions and pumps, many of the same components used by marine customers. With an estimated 10 million horsepower employed in the North American hydraulic fracturing business, and with significant additional horsepower forecast to be added in the future, United is well positioned to benefit from a strong land-based services market going forward, especially in the servicing and parts distribution of engines and transmissions used in the oil and gas industry.

### **Acquisitions**

On July 1, 2011, the Company completed the acquisition of K-Sea, an operator of tank barges and tugboats participating in the coastwise transportation primarily of refined petroleum products in the United States. The total value of the transaction was \$603,427,000, excluding transaction fees, consisting of \$227,617,000 of cash paid to K-Sea common and preferred unit holders and the general partner, \$262,791,000 of cash to retire K-Sea's outstanding debt, and \$113,019,000 through the issuance of 1,939,234 shares of Company common stock valued at \$58.28 per share, the Company's closing share price on July 1, 2011. The transaction was financed through a combination of the new \$540,000,000 Term Loan and the issuance of Company common stock.

K-Sea's fleet, comprised of 58 tank barges with a capacity of 3.8 million barrels and 63 tugboats, operates along the East Coast, West Coast and Gulf Coast of the United States, as well as in Alaska and Hawaii. K-Sea's tank barge fleet, 54 of which are doubled hulled, has an average age of approximately nine years and is one of the youngest fleets in the coastwise trade. K-Sea's customers include major oil companies and refiners, many of which are current Company customers for inland tank barge services. K-Sea has operating facilities in New York, Philadelphia, Norfolk, Seattle and Honolulu.

On April 15, 2011, the Company purchased United, a distributor and service provider of engine and transmission related products for the oil and gas services, power generation and transportation industries, and manufacturer of oilfield service equipment. The purchase price was \$271,192,000 in cash, plus a three-year earnout provision for up to an additional \$50,000,000 payable in 2014, dependent on achieving certain financial targets. United, headquartered in Oklahoma City, Oklahoma with 21 locations across 13 states, distributes and services equipment and parts for Allison Transmission, MTU Detroit Diesel Engines, Daimler Trucks NA, and other diesel and natural gas engines. United also manufactures oilfield service equipment, including hydraulic fracturing equipment. United's principal customers are oilfield service companies, oil and gas operators and producers, compression service companies and transportation companies. Financing of the acquisition was through the Company's operating cash flows and borrowings under the Company's Revolving Credit Facility.

On February 24, 2011, the Company purchased 21 inland and offshore tank barges and 15 inland towboats and offshore tugboats from Enterprise for \$53,200,000 in cash. Enterprise provided transportation and delivery services for ship bunkers (engine fuel) to cruise ships, container ships and freighters primarily in the Miami, Port Everglades and Cape Canaveral, Florida area, the three largest cruise ship ports in the United States, as well as Tampa, Florida, Mobile, Alabama and Houston, Texas. Financing of the acquisition was through the Company's operating cash flows.

On February 9, 2011, the Company purchased from Kinder Morgan for \$4,050,000 in cash a 51% interest in Kinder Morgan's shifting operation and fleet facility for dry cargo barges and tank barges on the Houston Ship Channel. Kinder Morgan retained the remaining 49% interest and the Company will manage the operation. In addition, the Company purchased a towboat from Kinder Morgan for \$1,250,000 in cash. Financing of the acquisition was through the Company's operating cash flows.

## Results of Operations

The Company reported 2011 second quarter net earnings attributable to Kirby of \$41,692,000, or \$.77 per share, on revenues of \$437,331,000, compared with 2010 second quarter net earnings attributable to Kirby of \$29,268,000, or \$.54 per share, on revenues of \$273,669,000. Net earnings attributable to Kirby for the 2011 first six months were \$74,122,000, or \$1.38 per share, on revenues of \$736,690,000, compared with \$53,942,000, or \$1.00 per share, on revenues of \$541,922,000 for the 2010 first six months.

The following table sets forth the Company's marine transportation and diesel engine services revenues for the 2011 second quarter compared with the second quarter of 2010, the first six months of 2011 compared with the first six months of 2010 and the percentage of each to total revenues for the comparable periods (dollars in thousands):

	Three months ended				Six months ended			
	June 30,				June 30,			
	2011	%	2010	%	2011	%	2010	%
Marine transportation	\$266,612	61%	\$230,256	84%	\$508,289	69%	\$449,818	83%
Diesel engine services	170,719	39	43,413	16	228,401	31	92,104	17
	<u>\$437,331</u>	<u>100%</u>	<u>\$273,669</u>	<u>100%</u>	<u>\$736,690</u>	<u>100%</u>	<u>\$541,922</u>	<u>100%</u>

## Marine Transportation

The Company, through its marine transportation segment, is a provider of marine transportation services, operating inland tank barges and towing vessels, transporting petrochemicals, black oil products, refined petroleum products and agricultural chemicals along the United States inland waterways. As of June 30, 2011, the Company operated 837 active inland tank barges, with a total capacity of 16.4 million barrels, compared with 860 active inland tank barges at June 30, 2010, with a total capacity of 16.5 million barrels. The Company operated an average of 247 active inland towing vessels during the 2011 second quarter and 239 during the 2011 first six months compared with 221 during the second quarter of 2010 and 223 during the first six months of 2010. The Company owns and operates four offshore dry-bulk barge and tug units engaged in the offshore transportation of dry-bulk cargoes. The Company also owns a two-thirds interest in Osprey Line, L.L.C., which transports project cargoes and cargo containers by barge, as well as a 51% interest in a shifting operation and fleet facility for dry cargo barges and tank barges on the Houston Ship Channel. On July 1, 2011, the Company entered the United States coastwise tank barge transportation market with the purchase of K-Sea.

The following table sets forth the Company's marine transportation segment's revenues, costs and expenses, operating income and operating margins for the three months and six months ended June 30, 2011 compared with the three months and six months ended June 30, 2010 (dollars in thousands):

	Three months ended June 30,			Six months ended June 30,		
	2011	2010	% Change	2011	2010	% Change
Marine transportation revenues	\$266,612	\$230,256	16%	\$508,289	\$449,818	13%
Costs and expenses:						
Costs of sales and operating expenses	161,814	136,840	18	304,440	266,654	14
Selling, general and administrative	19,295	19,252	—	38,804	41,734	(7)
Taxes, other than on income	3,296	3,307	—	6,566	6,516	1
Depreciation and amortization	23,846	21,203	12	47,420	42,951	10
	<u>208,251</u>	<u>180,602</u>	<u>15</u>	<u>397,230</u>	<u>357,855</u>	<u>11</u>
Operating income	<u>\$ 58,361</u>	<u>\$ 49,654</u>	<u>18%</u>	<u>\$ 111,059</u>	<u>\$ 91,963</u>	<u>21%</u>
Operating margins	<u>21.9%</u>	<u>21.6%</u>		<u>21.8%</u>	<u>20.4%</u>	

### Marine Transportation Revenues

The following table shows the marine transportation markets serviced by the Company, the marine transportation revenue distribution for the first six months of 2011, products moved and the drivers of the demand for the products the Company transports:

Markets Serviced	2011 Six Months Revenue Distribution	Products Moved	Drivers
Petrochemicals	66%	Benzene, Styrene, Methanol, Acrylonitrile, Xylene, Caustic Soda, Butadiene, Propylene	Consumer non-durables – 70%, Consumer durables – 30%
Black Oil Products	21%	Residual Fuel Oil, Coker Feedstock, Vacuum Gas Oil, Asphalt, Carbon Black Feedstock, Crude Oil, Ship Bunkers	Fuel for Power Plants and Ships, Feedstock for Refineries, Road Construction
Refined Petroleum Products	8%	Gasoline, No. 2 Oil, Jet Fuel, Heating Oil, Naphtha, Diesel Fuel	Vehicle Usage, Air Travel, Weather Conditions, Refinery Utilization
Agricultural Chemicals	5%	Anhydrous Ammonia, Nitrogen – Based Liquid Fertilizer, Industrial Ammonia	Corn, Cotton and Wheat Production, Chemical Feedstock Usage

Marine transportation revenues for the 2011 second quarter and first six months increased 16% and 13%, respectively, when compared with the 2010 second quarter and first six months, reflecting an improvement in tank barge demand and equipment utilization in the Company's petrochemical and black oil markets, due primarily to the continued improvement in production volumes from United States petrochemical plants and the exportation of diesel fuel and black oil products produced at United States refineries. In addition, average diesel fuel prices for the 2011 second quarter and first six months increased 42% and 33%, respectively, compared with the 2010 second quarter and first six months, thereby positively impacting marine transportation revenues since fuel price increases are covered by fuel escalation and de-escalation clauses in the Company's term contracts. Marine transportation revenues for the 2011 second quarter and first six months were negatively impacted by the high water and flooding as described above, net of certain revenues recovered from contracts with terms that provide reimbursements for delays.

The petrochemical market, the Company's largest market, contributed 66% of the marine transportation revenues for the 2011 first six months. During the 2011 first and second quarters, petrochemical transportation demand reflected a continued improvement in business levels. Lower priced natural gas, a basic feedstock for the United States petrochemical industry, provided the industry with a competitive advantage against foreign petrochemical producers. As a result, United States petrochemical production continued to improve in the 2011 first and second quarters, thereby producing increased marine transportation volumes for basic petrochemicals for both domestic consumers and terminals for export destinations. The black oil products market, which contributed 21% of 2011 first six months revenue, also saw demand improve during the first and second quarters, driven by the continued exportation of heavy fuel oil and refinery maintenance activity and some new demand for crude oil transportation from the Eagle Ford shale formations in South Texas and downriver from the Midwest to the Gulf Coast. As a result, the Company's petrochemical and black oil products fleets achieved tank barge utilization levels in the low to mid 90% range. The refined petroleum products market, which contributed 8% of 2011 first six months marine transportation revenues, reflected continued lower demand for movements of products, consistent with prevailing conditions in the United States economy, partially offset by an improvement of river ethanol volumes. The agricultural chemical market, which contributed 5% of 2011 first six months marine transportation revenue, reflected an early Midwest spring fill in the first quarter. However, the market was very weak in the second quarter as the spring Midwest inventory fill did not occur due to the heavy rain and flooding which reduced farmers' ability to apply fertilizer. In addition, diesel fuel prices for the 2011 second quarter and first six months increased 42% and 33%, respectively, compared with the 2010 second quarter and first six months, thereby positively impacting marine transportation revenues since fuel price increases are covered by fuel escalation and de-escalation clauses in the Company's term contracts.

For the second quarter of 2011, the marine transportation segment incurred 1,964 delay days, 36% more than the 1,446 delay days that occurred in the 2010 second quarter. For the 2011 first six months, 3,945 delay days occurred, 21% more than the 3,268 delay days that occurred in the 2010 first six months. Delay days measure the lost time incurred by a tow (towboat and one or more tank barges) during transit when the tow is stopped due to weather, lock conditions and other navigational factors. The 2011 first quarter delay days reflected more severe winter weather conditions, including ice, fog and high water conditions during portions of the quarter, and the 2011 second quarter experienced the high water and flooding throughout the Mississippi River System and a portion of the Gulf Intracoastal Waterway near Morgan City. This compares with the 2010 first and second quarters that experienced more normal weather conditions and water levels. The higher 2011 first and second quarter delay days led to increased operating expenses compared with the comparable quarters of 2010.

During the 2011 and 2010 second quarters and first six months, approximately 75% of marine transportation revenues were under term contracts and 25% were spot contract revenues. Time charters, which insulate the Company from revenue fluctuations caused by weather and navigational delays and temporary market declines, represented 56% of the revenues under term contracts during the 2011 second quarter and first six months compared with 53% and 51%, respectively, in the 2010 second quarter and first six months. The 75% term contract and 25% spot contract mix provides the Company with a predictable revenue stream.

Term contract rates renewed in the 2011 first quarter increased an average of 2% to 4% compared with term contract rate renewals in the first quarter of 2010. For the 2011 second quarter, term contracts renewed increased an average of 3% to 5% compared with term contract renewals in the second quarter of 2010. Spot contract rates in the 2011 first quarter, which include the cost of fuel, increased an average of 5% to 7% compared with the 2010 fourth quarter, while spot market rates for the second quarter increased an average of 7% to 9% compared with the 2011 first quarter, principally due to higher equipment utilization levels, improved volumes and the high water and flooding during the quarter. Effective January 1, 2011, annual escalators for labor and the producer price index on a number of multi-year contracts resulted in rate increases on those contracts by 1% to 2%, excluding fuel.

#### ***Marine Transportation Costs and Expenses***

Costs and expenses for the 2011 second quarter and first six months increased 15% and 11%, respectively, compared with the 2010 second quarter and first six months, primarily reflecting higher costs and expenses associated with increased marine transportation demand and higher diesel fuel costs. In addition, unfavorable winter weather and operating conditions during the 2011 first quarter compared with the 2010 first quarter and high water and flooding throughout the Mississippi River System during the 2011 second quarter increased operating expenses.

Costs of sales and operating expenses for the 2011 second quarter and first six months increased 18% and 14%, respectively, compared with the second quarter and first six months of 2010, reflecting higher expenses associated with the increased demand, higher diesel fuel costs as noted below and increased costs and expenses associated with the high water and flooding as discussed above, partially offset by the positive impact of cost saving initiatives.

The marine transportation segment operated an average of 247 towboats during the 2011 second quarter, of which an average of 64 were chartered, compared with 221 during the 2010 second quarter, of which an average of 59 were chartered. During the 2011 first six months, the segment operated an average of 239 towboats, of which an average of 63 were chartered, compared with 223 towboats operated during the 2010 first six months, of which an average of 59 were chartered. The 2011 second quarter and first six months average includes the 16 towboats and tugboats purchased in the Enterprise and Kinder Morgan acquisitions. The increase in the number of towboats operated were a reflection of the higher tank barge utilization levels in the petrochemical and black oil products markets during the 2011 first and second quarters and additional towboats chartered during the 2011 second quarter due to the high water and flooding and restrictions placed on the industry regarding tow sizes and horsepower requirements, daytime travel only restrictions, and assist towboat requirements at bridges, locks, certain sections of affected waterways and barge fleeting areas. As demand increases or decreases, the Company charters-in or releases chartered towboats in an effort to balance horsepower needs with current requirements. The Company has historically used chartered towboats for approximately one-third of its horsepower requirements.

During the 2011 second quarter, the Company consumed 11.5 million gallons of diesel fuel compared to 11.1 million gallons consumed during the 2010 second quarter. For the 2011 first six



months, the Company consumed 22.4 million gallons of diesel fuel compared with 21.6 million gallons during the 2010 first six months. The average price per gallon of diesel fuel consumed during the 2011 second quarter was \$3.25, an increase of 42% compared with \$2.29 per gallon for the second quarter of 2010, and \$2.96 per gallon for the 2011 first six months, an increase of 33% compared with \$2.22 per gallon for the 2010 first six months. The higher gallons consumed during the 2011 second quarter and first six months reflected the increased demand in both the segment's Mississippi River System and Gulf Intracoastal Waterway markets, partially offset by delays incurred due to the high water and flooding on the Mississippi River System during the majority of the 2011 second quarter. Fuel escalation and de-escalation clauses are designed to rebate fuel costs when prices decline and recover additional fuel costs when fuel prices rise; however, there is generally a 30 to 90 day delay before the contracts are adjusted. Spot contracts do not have escalators for fuel.

Selling, general and administrative expenses for the 2011 second quarter were flat when compared with the 2010 second quarter and decreased 7% for the first six months compared with the 2010 first six months, respectively, as the 2010 first quarter and first six months included a retirement and shore staff reduction charge of \$2,724,000.

Taxes, other than on income, for the 2011 second quarter were flat compared with the second quarter of 2010 and the 2011 first six months increased 1% compared with the first six months of 2010, primarily a reflection of higher state franchise taxes.

Depreciation and amortization for the 2011 second quarter and first six months increased 12% and 10%, respectively, compared with the 2010 second quarter and first six months. The increases were primarily attributable to increased capital expenditures, including new tank barges and towboats, and the acquisition in February 2011 of 21 inland and offshore tank barges and 15 inland towboats and offshore tugboats from Enterprise.

#### ***Marine Transportation Operating Income and Operating Margins***

The marine transportation operating income for the 2011 second quarter and first six months increased 18% and 21%, respectively, compared with the 2010 second quarter and first six months. The operating margin was 21.9% for the 2011 second quarter compared with 21.6% for the 2010 second quarter and 21.8% for the 2011 first six months compared with 20.4% for the 2010 first six months. Both the higher operating income and higher operating margin for both comparable periods were a reflection of higher tank barge utilization in the petrochemical and black oil products markets, higher term contract and spot contract rates negotiated during the 2011 second quarter and first six months, and cost reduction initiatives implemented during 2010, partially offset by the loss of revenue and additional cost incurred with the 2011 second quarter high water and flooding issues as discussed above.

#### ***Diesel Engine Services***

The Company, through its diesel engine services segment, sells genuine replacement parts, provides service mechanics to overhaul and repair medium-speed and high-speed diesel engines, transmissions, reduction gears, pumps and compression products, maintains facilities to rebuild component parts or entire medium-speed and high-speed diesel engines and entire reduction gears, and manufactures oilfield service equipment, including hydraulic fracturing equipment. The Company primarily services the marine, power generation, oilfield service, oil and gas operator and producer markets.

The following table sets forth the Company's diesel engine services segment's revenues, costs and expenses, operating income and operating margins for the three months and six months ended June 30, 2011 compared with the three months and six months ended June 30, 2010 (dollars in thousands):

	Three months ended June 30,			Six months ended June 30,		
	2011	2010	% Change	2011	2010	% Change
Diesel engine services revenues	\$170,719	\$43,413	293%	\$228,401	\$92,104	148%
Costs and expenses:						
Costs of sales and operating expenses	133,095	32,087	315	175,968	67,225	162
Selling, general and administrative	15,967	5,885	171	23,030	13,044	77
Taxes, other than on income	415	258	61	634	550	15
Depreciation and amortization	3,631	1,066	241	4,552	2,125	114
	<u>153,108</u>	<u>39,296</u>	<u>290</u>	<u>204,184</u>	<u>82,944</u>	<u>146</u>
Operating income	<u>\$ 17,611</u>	<u>\$ 4,117</u>	<u>328%</u>	<u>\$ 24,217</u>	<u>\$ 9,160</u>	<u>164%</u>
Operating margins	<u>10.3%</u>	<u>9.5%</u>		<u>10.6%</u>	<u>9.9%</u>	

### Diesel Engine Services Revenues

The following table shows the markets serviced by the Company's diesel engine services segment, the revenue distribution for the first six months of 2011 and the customers for each market:

Markets Serviced	2011 Six Months Revenue Distribution	Customers
Marine	29%	Inland River Carriers – Dry and Liquid, Offshore Towing – Dry and Liquid, Offshore Oilfield Services – Drilling Rigs & Supply Boats, Harbor Towing, Dredging, Great Lake Ore Carriers
Land-based	53%	Land-Based Oilfield Services, Oil and Gas Operators and Producers, Compression Service, Transportation
Power Generation	14%	Standby Power Generation, Pumping Stations
Railroad	4%	Passenger (Transit Systems), Class II, Shortline, Industrial

Diesel engine services revenues for the 2011 second quarter and first six months increased 293% and 148%, respectively, compared with the 2010 corresponding periods, primarily attributable to the United acquisition on April 15, 2011. United generated approximately 70% of the segment's revenue for the 2011 second quarter, benefiting from the strong demand for the manufacture and service of hydraulic fracturing equipment to meet the increased North American shale formation drilling activity, as well as from the sale of transmissions and diesel engines and manufacture of compressor systems. In addition, the increase in revenues for both 2011 periods reflected a stronger medium-speed power generation market with engine-generator set upgrade projects and higher parts and engine sales. The 2011 second quarter was negatively impacted by the closure of the segment's Paducah, Kentucky facility due to the flooding of the Ohio River during portions of May and June 2011. Both 2011 periods reflected continued weak service levels and direct parts sales in both the medium-speed and high-speed Gulf Coast oil services market as customers continued to defer major maintenance projects.

### **Diesel Engine Services Costs and Expenses**

Costs and expenses for the 2011 second quarter increased 290% compared with the 2010 second quarter and 146% for the 2011 first six months compared with the 2010 first six months. The significant increase in each cost and expense category was primarily attributable to the United acquisition. In addition, the increase in costs of sales and operating expenses reflected the higher power generation engine-generator set upgrades and higher parts and engine sales.

### **Diesel Engine Services Operating Income and Operating Margins**

Operating income for the diesel engine services segment for the 2011 second quarter and first six months increased 328% and 164%, respectively, compared with the 2010 corresponding periods. The significant increase in operating income reflected the earnings from the United acquisition and the strong power generation market noted above. The operating margin for the 2011 second quarter was 10.3% compared with 9.5% for the 2010 second quarter and 10.6% for the 2011 first six months compared with 9.9% for the 2010 first six months. The favorable operating margins for both 2011 periods reflected the strong power generation market and higher than historical operating margin for United, primarily the result of the higher volume leverage.

### **General Corporate Expenses**

General corporate expenses for the 2011 second quarter were \$4,533,000, a 45% increase compared with \$3,120,000 for the second quarter of 2010. For the first six months of 2011, general corporate expenses were \$8,128,000, a 10% increase compared with \$7,415,000 for the first six months of 2010. The increases for both 2011 periods included legal and transaction expenditures associated with the 2011 first and second quarter acquisitions as disclosed above, including expenditures for the K-Sea acquisition completed on July 1, 2011. The 2010 first six months included a \$1,088,000 first quarter charge for retirements and staff reductions.

### **Loss/Gain on Disposition of Assets**

The Company reported a net gain on disposition of assets of \$40,000 for the 2011 second quarter compared with a net loss on disposition of assets of \$19,000 for the 2010 second quarter. For the 2011 first six months, the Company reported a net loss on disposition of assets of \$26,000 compared with a net loss on disposition of assets of \$63,000 for the first six months of 2010. The net gains and losses were predominantly from the sale of retired marine equipment.

### **Other Income (Expense)**

The following table sets forth other income, noncontrolling interests and interest expense for the three months and six months ended June 30, 2011 compared with the three months and six months ended June 30, 2010 (dollars in thousands):

	Three months ended June 30,			Six months ended June 30,		
	2011	2010	% Change	2011	2010	% Change
Other income	\$ 78	\$ 30	160%	\$ 129	\$ 42	207%
Noncontrolling interests	\$ (537)	\$ (375)	43%	\$(1,007)	\$ (612)	65%
Interest expense	\$(3,278)	\$(2,697)	22%	\$(6,111)	\$(5,365)	14%

### Interest Expense

Interest expense for the 2011 second quarter and first six months increased 22% and 14%, respectively, compared with the second quarter and first six months of 2010, primarily the result of borrowings under the revolving credit facility to finance the United acquisition. The average debt and average interest rate for the 2011 and 2010 second quarters, including the effect of interest rate swaps, were \$290,708,000 and 4.5%, and \$200,216,000 and 5.4%, respectively. For the first six months of 2011 and 2010, the average debt and average interest rate, including the effect of interest rate swaps, were \$245,418,000 and 5.0%, and \$200,221,000 and 5.4%, respectively.

### Financial Condition, Capital Resources and Liquidity

#### Balance Sheet

Total assets as of June 30, 2011 were \$2,121,721,000, an increase of 18% compared with \$1,794,937,000 as of December 31, 2010. The June 30, 2011 total assets reflected the acquisition in April 2011 of United for \$271,192,000 in cash and the purchase in February 2011 of tank barges and towboats from Enterprise for \$53,200,000 in cash, more fully described under Acquisitions above. The following table sets forth the significant components of the balance sheet as of June 30, 2011 compared with December 31, 2010 (dollars in thousands):

	June 30, 2011	December 31, 2010	% Change
<b>Assets:</b>			
Current assets	\$ 422,705	\$ 425,915	(1)%
Property and equipment, net	1,234,325	1,118,161	10
Goodwill, net	369,327	228,873	61
Other assets	95,364	21,988	334
	<u>\$2,121,721</u>	<u>\$1,794,937</u>	<u>18%</u>
<b>Liabilities and stockholders' equity:</b>			
Current liabilities	\$ 239,143	\$ 160,259	49%
Long-term debt – less current portion	319,703	200,006	60
Deferred income taxes	258,923	231,775	12
Other long-term liabilities	61,111	43,758	40
Total equity	1,242,841	1,159,139	7
	<u>\$2,121,721</u>	<u>\$1,794,937</u>	<u>18%</u>

Current assets as of June 30, 2011 decreased 1% compared with current assets as of December 31, 2010. Cash and cash equivalents decreased 96% compared with December 31, 2010, reflecting the use of existing cash for the purchase of the tank barges and towboats from Enterprise and for the use of cash for a portion of the purchase of United. Trade accounts receivable increased 74%, primarily reflecting the acquisition of United, as well as higher revenues from the marine transportation segment, partially associated with the pass through to marine transportation customers of higher fuel costs as fuel is escalated and de-escalated through revenue adjustment clauses in customers' term contracts. Other accounts receivable decreased 44% as the federal income tax receivable decreased \$11,138,000 to zero as of June 30, 2011. Inventory in the diesel engine services segment increased 201%, predominately reflecting the inventory acquired with the United acquisition and partially offset by lower inventory levels associated with the continued weak marine market.

Property and equipment, net of accumulated depreciation, at June 30, 2011 increased 10% compared with December 31, 2010. The increase reflected \$97,973,000 of capital expenditures for the 2011 first six months, more fully described under Capital Expenditures below, the fair value of the property and equipment acquired in the acquisitions of \$69,983,000, and the purchase of a towboat from Kinder Morgan for \$1,250,000, less \$50,835,000 of depreciation expense for the first six months of 2011 and \$2,207,000 of property disposals during the 2011 first half.

Goodwill as of June 30, 2011 increased 61% compared with December 31, 2010, predominately reflecting the goodwill recorded in the United acquisition, plus the Enterprise and Kinder Morgan acquisitions.

Other assets as of June 30, 2011 increased 334% compared with December 31, 2010, primarily reflecting the intangibles other than goodwill recorded with the acquisition of United.

Current liabilities as of June 30, 2011 increased 49% compared with December 31, 2010, primarily reflecting the current liabilities of United. Accounts payable increased 73%, a reflection of the United acquisition as well as higher voyage and charter boat expenditures associated with higher business activity levels in the marine transportation segment. Accrued liabilities decreased 3%, primarily from the payment during the 2011 first six months of employee incentive compensation accrued during 2010. Deferred revenue increased 220%, primarily reflecting the United acquisition.

Long-term debt, less current portion, as of June 30, 2011 increased 60% compared with December 31, 2010, primarily reflecting the borrowings under the Company's revolving credit agreement in April 2011 to finance the United acquisition.

Deferred income taxes as of June 30, 2011 increased 12% compared with December 31, 2010. The increase was primarily due to the 2011 first six months deferred income tax provision of \$23,740,000. The deferred tax provision was primarily due to bonus tax depreciation on qualifying expenditures due to the Tax Relief Act that provides 100% bonus tax depreciation for capital investments placed in service after September 8, 2010 through December 31, 2011.

Other long-term liabilities as of June 30, 2011 increased 40% compared with December 31, 2010, primarily reflecting the recording of the fair value of the earnout provision related to the United acquisition.

Total equity as of June 30, 2011 increased 7% compared with December 31, 2010. The increase was the result of \$74,122,000 of net earnings attributable to Kirby for the first six months of 2011, a \$2,443,000 decrease in treasury stock, a \$1,725,000 increase in accumulated OCI and a \$4,188,000 increase in noncontrolling interests. The decrease in treasury stock was attributable to the exercise of stock options and the issuance of restricted stock. The increase in accumulated OCI primarily resulted from the net change in fair value of interest rate swap agreements, net of taxes, more fully described under Fair Value of Derivative Instruments below and the decrease in unrecognized losses related to the Company's defined benefit plans. The increase in noncontrolling interests reflected the purchase in February 2011 of a 51% interest in a shifting operation and fleeting facility for dry cargo barges and tank barges on the Houston Ship Channel from Kinder Morgan.

#### ***Long-Term Financing***

On May 31, 2011, the Company entered into a Term Loan with a group of commercial banks, with Wells Fargo Bank, National Association as the administrative agent bank, with a maturity date of May 31, 2016. The Term Loan provides for a \$540,000,000 five-year unsecured term loan facility with a

variable interest rate based on the LIBOR or an Alternate Base Rate calculated with reference to the agent bank's prime rate, among other factors. The interest rate spread varies with the Company's senior debt rating and is currently 1.5% over LIBOR or 0.5% over the Alternate Base Rate. The outstanding balance of the Term Loan is subject to quarterly amortization in increasing amounts and is prepayable, in whole or in part, without penalty. The Term Loan contains certain restrictive financial covenants including an interest coverage ratio and a debt-to-capitalization ratio. In addition to financial covenants, the Term Loan contains covenants that, subject to exceptions, restrict debt incurrence, mergers and acquisitions, sales of assets, dividends and investments, liquidations and dissolutions, capital leases, transactions with affiliates and changes in lines of business. The primary purpose of the Term Loan was to provide financing for the Company's acquisition of K-Sea. The acquisition of K-Sea was completed and the Term Loan was funded on July 1, 2011.

The Company has a \$250,000,000 unsecured Revolving Credit Facility with a syndicate of banks, with JPMorgan Chase Bank, N.A. as the administrative agent bank, with a maturity date of November 9, 2015. The Revolving Credit Facility allows for an increase in the commitments of the banks from \$250,000,000 up to a maximum of \$325,000,000, subject to the consent of each bank that elects to participate in the increased commitment. On May 31, 2011, the Revolving Credit Facility was amended to conform the interest rate spread to the spread provided in the Term Loan described above. The variable interest rate spread is currently 1.5% over LIBOR or 0.5% over the Alternate Base Rate. Prior to the May 31, 2011 amendment, the variable interest rate spread was 2.0% over LIBOR for LIBOR loans and 0.5% over the Alternate Base Rate for Alternate Base Rate loans. The commitment fee is currently 0.3%. The Revolving Credit Facility contains certain restrictive financial covenants including an interest coverage ratio and a debt-to-capitalization ratio. In addition to financial covenants, the Revolving Credit Facility contains covenants that, subject to exceptions, restrict debt incurrence, mergers and acquisitions, sales of assets, dividends and investments, liquidations and dissolutions, capital leases, transactions with affiliates and changes in lines of business. Borrowings under the Revolving Credit Facility may be used for general corporate purposes, the purchase of existing or new equipment, the purchase of the Company's common stock, or for business acquisitions. As of June 30, 2011, the Company was in compliance with all Revolving Credit Facility covenants and had \$119,700,000 outstanding under the Revolving Credit Facility. The Revolving Credit Facility includes a \$25,000,000 commitment which may be used for standby letters of credit. Outstanding letters of credit under the Revolving Credit Facility were \$3,085,000 as of June 30, 2011.

The Company has \$200,000,000 of unsecured floating rate Senior Notes due February 28, 2013. The Senior Notes pay interest quarterly at a rate equal to LIBOR plus a margin of 0.5%. The Senior Notes are callable, at the Company's option, at par. No principal payments are required until maturity in February 2013. As of June 30, 2011, \$200,000,000 was outstanding under the Senior Notes and the average interest rate for the 2011 second quarter and first six months was 0.8%. The Company was in compliance with all Senior Notes covenants at June 30, 2011.

The Company has a \$10,000,000 Credit Line with Bank of America for short-term liquidity needs and letters of credit, with a maturity date of June 30, 2012. The Credit Line allows the Company to borrow at an interest rate agreed to by Bank of America and the Company at the time each borrowing is made or continued. The Company did not have any borrowings outstanding under the Credit Line as of June 30, 2011. Outstanding letters of credit under the Credit Line were \$4,457,000 as of June 30, 2011.

### **Interest Rate Risk Management**

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to a portion of its interest rate risks to achieve a more predictable cash flow by reducing its exposure to interest rate fluctuations. These transactions generally are interest rate swap agreements and are entered into with large multinational banks. Derivative financial instruments related to the Company's interest rate risks are intended to reduce the Company's exposure to increases in the benchmark interest rates underlying the Company's floating rate senior notes, variable rate term loan and variable rate bank revolving credit facility.

From time to time, the Company hedges its exposure to fluctuations in short-term interest rates under its variable rate bank revolving credit facility and floating rate senior notes by entering into interest rate swap agreements. The interest rate swap agreements are designated as cash flow hedges, therefore, the changes in fair value, to the extent the swap agreements are effective, are recognized in OCI until the hedged interest expense is recognized in earnings. The current swap agreements effectively convert the Company's interest rate obligation on the Company's variable rate senior notes from quarterly floating rate payments based on the LIBOR to quarterly fixed rate payments. As of June 30, 2011, the Company had a total notional amount of \$200,000,000 of interest rate swaps designated as cash flow hedges for its variable rate senior notes as follows (dollars in thousands):

<u>Notional Amount</u>	<u>Effective date</u>	<u>Termination date</u>	<u>Fixed pay rate</u>	<u>Receive rate</u>
\$ 100,000	March 2006	February 2013	5.45%	Three-month LIBOR
\$ 50,000	November 2008	February 2013	3.50%	Three-month LIBOR
\$ 50,000	May 2009	February 2013	3.795%	Three-month LIBOR

### **Foreign Currency Risk Management**

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to its forecasted foreign currency transactions to attempt to reduce the risk of its exposure to foreign currency rate fluctuations in its transactions denominated in foreign currency. These transactions, which relate to foreign currency obligations for the purchase of equipment from foreign suppliers or foreign currency receipts from foreign customers, generally are forward contracts or purchased call options and are entered into with large multinational banks.

As of June 30, 2011, the Company had forward contracts with notional amounts aggregating \$8,484,000 to hedge its exposure to foreign currency rate fluctuations in expected foreign currency transactions. These contracts expire on various dates beginning in the fourth quarter of 2011 and ending in the first quarter of 2014. These forward contracts are designated as cash flow hedges, therefore, the changes in fair value, to the extent the forward contracts are effective, are recognized in OCI until the forward contracts expire and are recognized in cost of sales and operating expenses.

### Fair Value of Derivative Instruments

The following table sets forth the fair value of the Company's derivative instruments recorded as liabilities located on the consolidated balance sheet at June 30, 2011 and December 31, 2010 (in thousands):

<u>Liability Derivatives</u>	<u>Balance Sheet Location</u>	<u>June 30, 2011</u>	<u>December 31, 2010</u>
<b>Derivatives designated as hedging instruments under ASC 815:</b>			
Foreign currency contracts	Accrued liabilities	\$ 1,092	\$ 798
Foreign currency contracts	Other long-term liabilities	552	569
Interest rate contracts	Other long-term liabilities	13,554	16,209
<b>Total derivatives designated as hedging instruments under ASC 815</b>		<b><u>\$15,198</u></b>	<b><u>\$ 17,576</u></b>
Total liability derivatives		<u>\$15,198</u>	<u>\$ 17,576</u>

Fair value amounts were derived as of June 30, 2011 and December 31, 2010 utilizing fair value models of the Company and its counterparties on the Company's portfolio of derivative instruments. These fair value models use the income approach that relies on inputs such as yield curves, currency exchange rates and forward prices. The fair value of the Company's derivative instruments is described above in Note 4, Fair Value Measurements.

### Cash Flow Hedges

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings. Any ineffectiveness related to the Company's hedges was not material for any of the periods presented.

The following table sets forth the location and amount of gains and losses on the Company's derivative instruments in the consolidated statements of earnings for the three months and six months ended June 30, 2011 and 2010 (in thousands):

<u>Derivatives in ASC 815 Cash Flow Hedging Relationships:</u>	<u>Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)</u>	<u>Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)</u>		<u>Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)</u>	
		<u>Three months ended June 30,</u>		<u>Three months ended June 30,</u>	
		<u>2011</u>	<u>2010</u>	<u>2011</u>	<u>2010</u>
Interest rate contracts	Interest expense	\$ 694	\$ (1,348)	\$ (2,152)	\$ (2,120)
Foreign exchange contracts	Cost of sales and operating expenses	309	(496)	(43)	—
<b>Total</b>		<b><u>\$ 1,003</u></b>	<b><u>\$ (1,844)</u></b>	<b><u>\$ (2,195)</u></b>	<b><u>\$ (2,120)</u></b>



Derivatives in ASC 815 Cash Flow Hedging Relationships:	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)		Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
		Six months ended June 30,		Six months ended June 30,	
		2011	2010	2011	2010
Interest rate contracts	Interest expense	\$ 2,655	\$ (2,680)	\$ (4,277)	\$ (4,267)
Foreign exchange contracts	Cost of sales and operating expenses	(551)	(548)	(43)	22
<b>Total</b>		<b>\$ 2,104</b>	<b>\$ (3,228)</b>	<b>\$ (4,320)</b>	<b>\$ (4,245)</b>

The Company anticipates \$5,280,000 of net losses on interest rate swap agreements included in accumulated OCI will be transferred into earnings over the next year based on current interest rates. Gains or losses on interest rate swap agreements offset increases or decreases in rates of the underlying debt, which results in a fixed rate for the underlying debt. The Company also expects \$780,000 of net losses on foreign currency contracts included in accumulated OCI will be transferred into earnings over the next year based on current spot rates.

### Capital Expenditures

Capital expenditures for the 2011 first six months were \$97,973,000, of which \$60,230,000 was for construction of inland tank barges and towboats and progress payments on the construction of an offshore integrated dry-bulk barge and tugboat unit scheduled for completion in 2012, and \$37,743,000 was primarily for upgrading of the existing marine transportation fleet. Capital expenditures for the 2010 first six months were \$67,637,000, of which \$34,710,000 was for construction of tank barges and towboats, and \$32,927,000 was primarily for upgrading of the existing marine transportation fleet. Financing of the construction of the tank barges and towboats was through operating cash flows and available credit under the Company's Revolving Credit Facility.

The Company projects that capital expenditures for 2011 will be in the \$225,000,000 to \$235,000,000 range, including approximately \$120,000,000 for the construction of 40 inland tank barges, two inland towboats, progress payments on 2012 inland tank barge and towboat construction, and approximately \$35,000,000 in progress payments on the construction of two offshore integrated dry-bulk barge and tugboat units for delivery in 2012 with an estimated total cost of \$50,000,000 for each unit. The remaining payments on the two offshore integrated dry-bulk barge and tug units will be made in 2012. During the 2011 first six months, the Company took delivery of 21 inland tank barges and five chartered inland tank barges with a total capacity of approximately 650,000 barrels. During the 2011 first six months, the Company also retired 32 inland tank barges, reducing its capacity by approximately 590,000 barrels. At the end of 2011, the inland tank barge capacity should remain at approximately 16.4 million barrels.

Based on current commitments, steel prices and projected delivery schedules, in addition to the two offshore integrated dry-bulk barge and tug units noted above, the Company's 2012 new construction capital expenditures will consist of 52 inland tank barges with a total capacity of approximately 930,000 barrels for delivery in 2012. The cost is approximately \$95,000,000, the majority of which will be expended in 2012. Funding for future capital expenditures is expected to be provided through operating cash flows and available credit under the Company's Revolving Credit Facility.

### Treasury Stock Purchases

The Company did not purchase any treasury stock during the 2011 first six months. As of August 5, 2011, the Company had 1,685,000 shares available under its existing repurchase authorization.

Historically, treasury stock purchases have been financed through operating cash flows and borrowing under the Company's Revolving Credit Facility. The Company is authorized to purchase its common stock on the New York Stock Exchange and in privately negotiated transactions. When purchasing its common stock, the Company is subject to price, trading volume and other market considerations. Shares purchased may be used for reissuance upon the exercise of stock options or the granting of other forms of incentive compensation, in future acquisitions for stock or for other appropriate corporate purposes.

### **Liquidity**

The Company generated net cash provided by operating activities of \$117,825,000 during the six months ended June 30, 2011 compared with \$103,039,000 generated during the six months ended June 30, 2010. The 2011 first six months experienced a net decrease in cash flows from changes in operating assets and liabilities of \$38,871,000 compared with a net decrease in the 2010 first six months of \$6,815,000, primarily due to larger increases in trade accounts receivable and inventory from stronger business activity levels in 2011 versus 2010.

Funds generated are available for acquisitions, capital expenditure projects, common stock repurchases, repayments of borrowings, and for other corporate and operating requirements. In addition to net cash flow provided by operating activities, the Company also had available as of August 2, 2011, \$119,294,000 under its Revolving Credit Facility and \$5,540,000 available under its Credit Line.

Neither the Company, nor any of its subsidiaries, is obligated on any debt instrument, swap agreement, or any other financial instrument or commercial contract which has a rating trigger, except for pricing grids on its Revolving Credit Facility and Term Loan.

The Company expects to continue to fund expenditures for acquisitions, capital construction projects, common stock repurchases, repayment of borrowings, and for other operating requirements from a combination of available cash and cash equivalents, funds generated from operating activities and available financing arrangements.

The Revolving Credit Facility's commitment is in the amount of \$250,000,000 and expires November 9, 2015. As of June 30, 2011, the Company had \$130,300,000 available under the Revolving Credit Facility. The Revolving Credit Facility also allows for an increase in the commitments from the banks from the current \$250,000,000 level up to a maximum of \$325,000,000, subject to the consent of each bank that elects to participate in the increased commitment. Based on current economic conditions and credit market volatility, there is no guarantee that the participating banks would elect to increase the commitment, and if they did, the terms may be less favorable than the current Revolving Credit Facility. The Senior Notes do not mature until February 2013 and require no prepayments. The outstanding balance of the Term Loan is subject to quarterly amortization in increasing amounts and is prepayable, in whole or in part, without penalty. While the Company has no current plans to access the private placement bond market, should the Company decide to do so in the near term, the terms, size and cost of a new debt issue could be less favorable.

Current market conditions also elevate the concern over counterparty risks related to the Company's interest rate swap agreements used to hedge the Company's exposure to fluctuating interest rates and the Company's forward contracts used to hedge the Company's exposure to fluctuating foreign currency rates. The counterparties to these contracts are large multinational banks. The Company may not realize the benefit of some of its hedges should one of these financial counterparties not perform.

There are numerous factors that may negatively impact the Company's cash flow in 2011. For a list of significant risks and uncertainties that could impact cash flows, see Note 13, Contingencies and Commitments in the financial statements, and Item 1A — Risk Factors, in the Company's annual report

on Form 10-K for the year ended December 31, 2010 and Item 1A of this quarterly report. Amounts available under the Company's existing financial arrangements are subject to the Company continuing to meet the covenants of the credit facilities as described in Note 6, Long-Term Debt.

The Company has issued guaranties or obtained standby letters of credit and performance bonds supporting performance by the Company and its subsidiaries of contractual or contingent legal obligations of the Company and its subsidiaries incurred in the ordinary course of business. The aggregate notional value of these instruments is \$16,482,000 at June 30, 2011, including \$10,324,000 in letters of credit and debt guarantees, and \$6,158,000 in performance bonds. All of these instruments have an expiration date within three years. The Company does not believe demand for payment under these instruments is likely and expects no material cash outlays to occur in connection with these instruments.

All marine transportation term contracts contain fuel escalation clauses. However, there is generally a 30 to 90 day delay before contracts are adjusted depending on the specific contract. In general, the fuel escalation clauses are effective over the long-term in allowing the Company to recover changes in fuel costs due to fuel price changes. However, the short-term effectiveness of the fuel escalation clauses can be affected by a number of factors including, but not limited to, specific terms of the fuel escalation formulas, fuel price volatility, navigating conditions, tow sizes, trip routing, and the location of loading and discharge ports that may result in the Company over or under recovering its fuel costs. Spot contract rates generally reflect current fuel prices at the time the contract is signed but do not have escalators for fuel.

During the last three years, inflation has had a relatively minor effect on the financial results of the Company. The marine transportation segment has long-term contracts which generally contain cost escalation clauses whereby certain costs, including fuel as noted above, can be passed through to its customers. Spot contract rates include the cost of fuel and are subject to market volatility. The repair portion of the diesel engine services segment is based on prevailing current market rates.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

The Company is exposed to risk from changes in interest rates on certain of its outstanding debt. The outstanding loan balances under the Company's bank credit facilities bear interest at variable rates based on prevailing short-term interest rates in the United States and Europe. A 10% change in variable interest rates would have no impact on the 2011 interest expense based on balances outstanding at December 31, 2010 as the Company's outstanding debt is approximately 100% hedged by interest rate swaps, and would change the fair value of the Company's debt by less than 1%.

#### ***Interest Rate Risk Management***

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to a portion of its interest rate risks to achieve a more predictable cash flow by reducing its exposure to interest rate fluctuations. These transactions generally are interest rate swap agreements and are entered into with large multinational banks. Derivative financial instruments related to the Company's interest rate risks are intended to reduce the Company's exposure to increases in the benchmark interest rates underlying the Company's floating rate senior notes, variable rate term loan and variable rate bank revolving credit facility.

From time to time, the Company hedges its exposure to fluctuations in short-term interest rates under its variable rate bank revolving credit facility and floating rate senior notes by entering into interest rate swap agreements. The interest rate swap agreements are designated as cash flow hedges, therefore, the changes in fair value, to the extent the swap agreements are effective, are recognized in other OCI

until the hedged interest expense is recognized in earnings. The current swap agreements effectively convert the Company's interest rate obligation on the Company's variable rate senior notes from quarterly floating rate payments based on the LIBOR to quarterly fixed rate payments. As of June 30, 2011, the Company had a total notional amount of \$200,000,000 of interest rate swaps designated as cash flow hedges for its variable rate senior notes as follows (dollars in thousands):

<u>Notional Amount</u>	<u>Effective date</u>	<u>Termination date</u>	<u>Fixed pay rate</u>	<u>Receive rate</u>
\$ 100,000	March 2006	February 2013	5.45%	Three-month LIBOR
\$ 50,000	November 2008	February 2013	3.50%	Three-month LIBOR
\$ 50,000	May 2009	February 2013	3.795%	Three-month LIBOR

### **Foreign Currency Risk Management**

From time to time, the Company has utilized and expects to continue to utilize derivative financial instruments with respect to its forecasted foreign currency transactions to attempt to reduce the risk of its exposure to foreign currency rate fluctuations in its transactions denominated in foreign currency. These transactions, which relate to foreign currency obligations for the purchase of equipment from foreign suppliers or foreign currency receipts from foreign customers, generally are forward contracts or purchased call options and are entered into with large multinational banks.

As of June 30, 2011, the Company had forward contracts with notional amounts aggregating \$8,484,000 to hedge its exposure to foreign currency rate fluctuations in expected foreign currency transactions. These contracts expire on various dates beginning in the fourth quarter of 2011 and ending in the first quarter of 2014. These forward contracts are designated as cash flow hedges, therefore, the changes in fair value, to the extent the forward contracts are effective, are recognized in OCI until the forward contracts expire and are recognized in cost of sales and operating expenses.

### **Fair Value of Derivative Instruments**

The following table sets forth the fair value of the Company's derivative instruments recorded as liabilities located on the consolidated balance sheet at June 30, 2011 and December 31, 2010 (in thousands):

<u>Liability Derivatives</u>	<u>Balance Sheet Location</u>	<u>June 30, 2011</u>	<u>December 31, 2010</u>
<b>Derivatives designated as hedging instruments under ASC 815:</b>			
Foreign currency contracts	Accrued liabilities	\$ 1,092	\$ 798
Foreign currency contracts	Other long-term liabilities	552	569
Interest rate contracts	Other long-term liabilities	13,554	16,209
Total derivatives designated as hedging instruments under ASC 815		<u>\$15,198</u>	<u>\$ 17,576</u>
Total liability derivatives		<u>\$15,198</u>	<u>\$ 17,576</u>

Fair value amounts were derived as of June 30, 2011 and December 31, 2010 utilizing fair value models of the Company and its counterparties on the Company's portfolio of derivative instruments. These fair value models use the income approach that relies on inputs such as yield curves, currency exchange rates and forward prices. The fair value of the Company's derivative instruments is described above in Note 4, Fair Value Measurements.

### Cash Flow Hedges

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings. Any ineffectiveness related to the Company's hedges was not material for any of the periods presented.

The following table sets forth the location and amount of gains and losses on the Company's derivative instruments in the consolidated statements of earnings for the three months and six months ended June 30, 2011 and 2010 (in thousands):

Derivatives in ASC 815 Cash Flow Hedging Relationships:	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)		Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
		Three months ended		Three months ended	
		2011	2010	2011	2010
Interest rate contracts	Interest expense	\$ 694	\$ (1,348)	\$ (2,152)	\$ (2,120)
Foreign exchange contracts	Cost of sales and operating expenses	309	(496)	(43)	—
Total		\$ 1,003	\$ (1,844)	\$ (2,195)	\$ (2,120)

Derivatives in ASC 815 Cash Flow Hedging Relationships:	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Recognized in OCI on Derivatives (Effective Portion)		Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	
		Six months ended		Six months ended	
		2011	2010	2011	2010
Interest rate contracts	Interest expense	\$ 2,655	\$ (2,680)	\$ (4,277)	\$ (4,267)
Foreign exchange contracts	Cost of sales and operating expenses	(551)	(548)	(43)	22
Total		\$ 2,104	\$ (3,228)	\$ (4,320)	\$ (4,245)

The Company anticipates \$5,280,000 of net losses on interest rate swap agreements included in accumulated OCI will be transferred into earnings over the next year based on current interest rates. Gains or losses on interest rate swap agreements offset increases or decreases in rates of the underlying debt, which results in a fixed rate for the underlying debt. The Company also expects \$780,000 of net losses on foreign currency contracts included in accumulated OCI will be transferred into earnings over the next year based on current spot rates.

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**Item 4. Controls and Procedures**

The Company's management, with the participation of the Chief Executive Officer and the Chief Financial Officer, has evaluated the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act") as of June 30, 2011. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that, as of June 30, 2011, the disclosure controls and procedures were effective to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. There were no changes in the Company's internal control over financial reporting during the quarter ended June 30, 2011 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

**Item 6. Exhibits**

10.1† – 2000 Nonemployee Director Stock Option Plan.

10.2† – Nonemployee Director Compensation Program.

10.3† – Employment Agreement effective January 14, 2004 between K-Sea Transportation Inc. and Timothy J. Casey, as amended by letter agreement dated December 29, 2008 and by Second Amendment to Employment Agreement dated June 30, 2011.

31.1 – Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).

31.2 – Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).

32 – Certification Pursuant to 18 U.S.C. Section 1350.

101.INS\* – XBRL Instance Document

101.SCH\* – XBRL Taxonomy Extension Schema Document

101.CAL\* – XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF\* – XBRL Taxonomy Extension Definition Linkbase Document

101.LAB\* – XBRL Taxonomy Extension Label Linkbase Document

101.PRE\* – XBRL Taxonomy Extension Presentation Linkbase Document

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\* These exhibits are furnished herewith. In accordance with Rule 406T of Regulation S-T, these exhibits are not deemed to be filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are not deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

† Management contract, compensatory plan or arrangement.





## KIRBY CORPORATION

## 2000 NONEMPLOYEE DIRECTOR STOCK PLAN

ARTICLE I  
GENERAL

Section 1.1. *Purpose.* The purpose of this Plan is to advance the interests of Kirby Corporation, a Nevada corporation (the “Company”), by providing an additional incentive to attract and retain qualified and competent directors, upon whose efforts and judgment the success of the Company is largely dependent, through the encouragement of stock ownership in the Company by such persons.

Section 1.2. *Definitions.* As used herein, the following terms shall have the meaning indicated:

(a) “Award” means a grant under this Plan in the form of an Option or Restricted Stock.

(b) “Board” means the Board of Directors of the Company.

(c) “Change in Control” means the occurrence of any of the following events:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) becomes the beneficial owner, directly or indirectly, of voting securities representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding voting securities or, if a person is the beneficial owner, directly or indirectly, of voting securities representing thirty percent (30%) or more of the combined voting power of the Company’s outstanding voting securities as of the date a particular Award is granted, such person becomes the beneficial owner, directly or indirectly, of additional voting securities representing ten percent (10%) or more of the combined voting power of the Company’s then outstanding voting securities;

(ii) During any period of twelve (12) months, individuals who at the beginning of such period constitute the Board cease for any reason to constitute a majority of the Directors unless the election, or the nomination for election by the Company’s stockholders, of each new Director was approved by a vote of at least a majority of the Directors then still in office who were Directors at the beginning of the period;

(iii) (A) Any consolidation or merger of the Company or any Subsidiary that results in the holders of the Company’s voting securities immediately prior to the consolidation or merger having (directly or indirectly) less than a majority ownership interest in the outstanding voting securities of the surviving entity immediately after the consolidation or merger, (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company or (C) the liquidation or dissolution of the Company;

(iv) The stockholders of the Company accept a share exchange, with the result that stockholders of the Company immediately before such share exchange do not own, immediately following such share exchange, at least a majority of the voting securities of the entity resulting from such share exchange in substantially the same proportion as their ownership of the voting securities outstanding immediately before such share exchange; or

(v) Any tender or exchange offer is made to acquire thirty percent (30%) or more of the voting securities of the Company, other than an offer made by the Company, and shares are acquired pursuant to that offer.

For purposes of this definition, the term “voting securities” means equity securities, or securities that are convertible or exchangeable into equity securities, that have the right to vote generally in the election of Directors.

(d) “Code” means the Internal Revenue Code of 1986, as amended.

(e) “Committee” means the Compensation Committee, if any, appointed by the Board.

(f) “Compensation Plan” means the written plan or program in effect from time to time, as approved by the Board, which sets forth the compensation to be paid to Eligible Directors.

(g) “Date of Grant” means the date on which an Option or Restricted Stock is granted to an Eligible Director.

(h) “Director” means a member of the Board.

(i) “Eligible Director” means a Director who is not an employee of the Company or a Subsidiary.

(j) “Existing Plan” means the 2000 Nonemployee Director Stock Option Plan, as adopted by the Board on September 22, 2000, as amended by the Board on January 27, 2004 and approved by the stockholders of the Company on April 27, 2004, as amended by the Board on March 3, 2005 (effective April 26, 2005) and January 22, 2007, as amended by the Board on March 6, 2008 and approved by the stockholders of the Company on April 22, 2008 and as amended by the Board on July 22, 2008.

(k) “Fair Market Value” of a Share means the closing price on the New York Stock Exchange on the day of reference. If the Shares are not listed for trading on the New York Stock Exchange, the Fair Market Value on the date of reference shall be determined by any fair and reasonable means prescribed by the Committee.

(l) “Nonincentive Stock Option” means an option that is not an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended.

(m) “Option” means any option granted under this Plan.

(n) "Optionee" means a person to whom a stock option is granted under this Plan or any successor to the rights of such person under this Plan by reason of the death of such person.

(o) "Payment Date" means the last day of a calendar quarter.

(p) "Plan" means this 2000 Nonemployee Director Stock Plan for Kirby Corporation.

(q) "Restricted Stock" means Shares granted under this Plan that are subject to restrictions described in Article III and the Compensation Plan.

(r) "Share" means a share of the common stock, par value ten cents (\$0.10) per share, of the Company.

(s) "Subsidiary" means any corporation (other than the Company) in any unbroken chain of corporations beginning with the Company if, at the time of the granting of the Option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

#### Section 1.3. *Total Shares and Limitations.*

(a) The maximum number of Shares that may be issued under this Plan shall be One Million (1,000,000) Shares, which may be from Shares held in the Company's treasury or from authorized and unissued Shares. If any Award granted under the Plan shall terminate, expire or be cancelled or surrendered as to any Shares, new Options may thereafter be granted covering such Shares or such Shares may thereafter be issued as Restricted Stock. All Share numbers in the Plan reflect the 2-for-1 split of the common stock of the Company effected on May 31, 2006.

(b) The maximum aggregate number of Shares that may be issued upon the exercise of Options granted pursuant to Section 2.5 or as Restricted Stock pursuant to Section 3.4 shall be Ten Thousand (10,000) Shares.

## ARTICLE II STOCK OPTIONS

Section 2.1. *Automatic Grant of Options.* Options shall automatically be granted to Eligible Directors as provided in Sections 2.2, 2.3 and 2.4 and may be granted in the discretion of the Committee as provided in Section 2.5. All Options shall be Nonincentive Stock Options. Each Option shall be evidenced by an option agreement containing such terms deemed necessary or desirable by the Committee that are not inconsistent with the Plan or any applicable law. Neither the Plan nor any Option shall confer upon any person any right to continue to serve as a Director.

Section 2.2. *Automatic One-Time Grant.* Each Eligible Director shall automatically be granted an Option for Ten Thousand (10,000) Shares on the date of such Eligible Director's first election as a Director.

Section 2.3. *Automatic Annual Grants.* Immediately after each annual meeting of stockholders of the Company, each Eligible Director shall automatically be granted an Option for Six Thousand (6,000) Shares.

Section 2.4. *Election to Receive Options.* If the Compensation Plan permits Eligible Directors to elect to receive an Option in lieu of all or part of Director fees otherwise payable in cash, each Eligible Director who has properly and timely made such election as provided in the Compensation Plan shall automatically be granted an Option for a number of Shares equal to (i) the amount of the fee such Eligible Director elects to receive in the form of an Option divided by (ii) the Fair Market Value of a Share on the Date of Grant multiplied by (iii) 3, with the result rounded to the nearest whole Share.

Section 2.5. *Discretionary Grant of Options.* The Committee may in its discretion grant Options to Eligible Directors in addition to the Options granted pursuant to Sections 2.2, 2.3 and 2.4.

Section 2.6. *Option Price.* The option price per Share for any Option shall be the Fair Market Value on the Date of Grant.

Section 2.7. *Date of Grant.*

(a) The Date of Grant of an Option granted under Section 2.2 shall be the date of the Eligible Director's first election as a Director.

(b) The Date of Grant of an Option granted under Section 2.3 shall be the date of the annual meeting of stockholders of the Company to which the grant relates.

(c) The Date of Grant of an Option granted under Section 2.4 shall be the date of the next annual meeting of stockholders after the election by the Eligible Director pursuant to the Compensation Plan to receive the Option in lieu of cash fees, except that, for an Eligible Director elected between annual stockholder meetings, the Date of Grant shall be the date of his or her election as a Director.

(d) The Date of Grant of an Option granted under Section 2.5 shall be the date on which the Committee takes formal action to grant the Option or such later date as may be specified by the Committee when granting the Option.

Section 2.8. *Vesting.*

(a) An Option granted under Section 2.2 shall be exercisable on or after the Date of Grant.

(b) An Option granted under Section 2.3 shall become exercisable six months after the Date of Grant.

(c) An Option granted under Section 2.4 shall become exercisable on the Payment Date(s) following the Date of Grant as provided in this Section 2.7(c). The number of Shares as to which an Option granted under Section 2.4 will become exercisable on each Payment Date after the Date of Grant shall equal the number of Shares subject to the Option divided by the number of Payment Dates occurring after the Date of Grant and before the first anniversary of the most recent annual meeting of stockholders of the Company.

(d) An Option granted under Section 2.5 shall become exercisable six months after the Date of Grant.

(e) Notwithstanding the other provisions of this Section 2.7, (i) an Option shall only become exercisable as provided in this Section 2.7 if the Optionee is a Director at the time the Option would otherwise become exercisable and (ii) upon the occurrence of a Change in Control, all Options outstanding at the time of the Change in Control shall become immediately exercisable.

Section 2.9. *Term of Options.* The portion of an Option that is exercisable shall automatically and without notice terminate upon the earlier of (a) one (1) year after the Optionee ceases to be a Director for any reason or (b) ten (10) years after the Date of Grant of the Option. The portion of an Option that is not exercisable shall automatically and without notice terminate at the time the Optionee ceases to be a Director for any reason.

Section 2.10. *Exercise of Options.* Any Option may be exercised in whole or in part to the extent exercisable in accordance with Section 2.7. An Option shall be deemed exercised when (i) the Company has received written notice of such exercise in accordance with the terms of the Option and (ii) full payment of the aggregate option price of the Shares as to which the Option is exercised has been made. Unless further limited by the Committee in any Option, the option price of any Shares purchased shall be paid solely in cash, by certified or cashier's check, by money order, by personal check or with Shares owned by the Optionee for at least six months, or by a combination of the foregoing. If the option price is paid in whole or in part with Shares, the value of the Shares surrendered shall be their Fair Market Value on the date received by the Company.

Section 2.11. *Adjustment of Shares.*

(a) If at any time while the Plan is in effect or unexercised Options are outstanding, there shall be any increase or decrease in the number of issued and outstanding Shares through the declaration of a stock dividend or through any recapitalization resulting in a stock split, combination or exchange of Shares, then and in such event:

(i) appropriate adjustment shall be made in the maximum number of Shares then subject to being optioned under the Plan, and the numbers of Options to be granted under Sections 2.2, 2.3, 2.4 and 2.5, so that the same proportion of the Company's issued and outstanding Shares shall continue to be subject to being so optioned, and

(ii) appropriate adjustment shall be made in the number of Shares and the exercise price per Share thereof then subject to any outstanding Option, so that the same proportion of the Company's issued and outstanding Shares shall remain subject to purchase at the same aggregate exercise price.

(b) In the event of a merger, consolidation or other reorganization of the Company in which the Company is not the surviving entity, the Board or the Committee may provide for any or all of the following alternatives: (i) for Options to become immediately exercisable, (ii) for exercisable Options to be cancelled immediately prior to such transaction, (iii) for the assumption by the surviving entity of the Plan and the Options, with appropriate adjustments in the number and kind of shares and exercise prices or (iv) for payment in cash or stock in lieu of and in complete satisfaction of Options.

(c) Any fractional shares resulting from any adjustment under this Section 2.10 shall be disregarded and each Option shall cover only the number of full shares resulting from such adjustment.

(d) Except as otherwise expressly provided herein, the issuance by the Company of shares of its capital stock of any class, or securities convertible into shares of capital stock of any class, either in connection with direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of or exercise price of Shares then subject to outstanding Options granted under the Plan.

(e) Without limiting the generality of the foregoing, the existence of outstanding Options granted under the Plan shall not affect in any manner the right or power of the Company to make, authorize or consummate (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger or consolidation of the Company; (iii) any issue by the Company of debt securities, or preferred or preference stock that would rank above the Shares subject to outstanding Options; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the assets or business of the Company; or (vi) any other corporate act or proceeding, whether of a similar character or otherwise.

Section 2.12. *Transferability of Options.* Each Option shall provide that such Option shall not be transferable by the Optionee otherwise than by will or the laws of descent and distribution and that so long as an Optionee lives, only such Optionee or his guardian or legal representative shall have the right to exercise such Option.

Section 2.13. *Issuance of Shares.* No person shall be, or have any of the rights or privileges of, a stockholder of the Company with respect to any of the Shares subject to any Option unless and until such Shares (whether in certificated or in book entry or other electronic form) shall have been issued and delivered to such person. As a condition of any transfer of Shares, the Committee may obtain such agreements or undertakings, if any, as it may deem necessary or advisable to assure compliance with any provision of the Plan, any agreement or any law or regulation including, but not limited to, the following:

(a) a representation, warranty or agreement by the Optionee to the Company, at the time any Option is exercised, that the Optionee is acquiring the Shares for investment and not with a view to, or for sale in connection with, the distribution of any such Shares; and

(b) a representation, warranty or agreement to be bound by any restrictions that are, in the opinion of the Committee, necessary or appropriate to comply with the provisions of any securities law deemed by the Committee to be applicable to the issuance of the Shares.

### ARTICLE III RESTRICTED STOCK

Section 3.1. *Automatic Grants of Restricted Stock.* Restricted Stock shall automatically be granted to Eligible Directors as provided in Sections 3.2 and 3.3 and may be granted in the discretion of the Committee as provided in Section 3.4. Each Restricted Stock grant shall be evidenced by an agreement containing such terms deemed necessary or desirable by the Committee that are not inconsistent with the Plan or any applicable law. No grant of Restricted Stock shall confer upon any person any right to continue to serve as a Director.

Section 3.2. *Automatic Annual Grants.* Immediately after each annual meeting of stockholders of the Company, each Eligible Director shall automatically be granted One Thousand (1,000) shares of Restricted Stock.

Section 3.3. *Election to Receive Restricted Stock.* If the Compensation Plan permits Eligible Directors to elect to receive Restricted Stock in lieu of all or part of Director fees otherwise payable in cash, each Eligible Director who has properly and timely made such election as provided in the Compensation Plan shall automatically be granted a number of Shares of Restricted Stock equal to (i) the amount of the fee such Eligible Director elects to receive in the form of Restricted Stock divided by (ii) the Fair Market Value of a Share on the Date of Grant multiplied by (iii) 1.2, with the result rounded to the nearest whole Share.

Section 3.4. *Discretionary Grant of Restricted Stock.* The Committee may in its discretion grant Restricted Stock to Eligible Directors in addition to Restricted Stock granted pursuant to Sections 3.2 and 3.3.

#### Section 3.5. *Date of Grant.*

(a) The Date of Grant of Restricted Stock granted under Section 3.2 shall be the date of the annual meeting of stockholders of the Company to which the grant relates.

(b) The Date of Grant of Restricted Stock granted under Section 3.3 shall be the date of the next annual meeting of stockholders after the election by the Eligible Director pursuant to the Compensation Plan to receive the Restricted Stock in lieu of cash fees, except that, for an Eligible Director elected between annual stockholder meetings, the Date of Grant shall be the date of his or her election as a Director.

(c) The Date of Grant of Restricted Stock granted under Section 3.4 shall be the date on which the Committee takes formal action to grant the Restricted Stock.

Section 3.6. *Vesting.*

(a) Restricted Stock granted under Section 3.2 shall vest six months after the Date of Grant.

(b) Restricted Stock granted under Section 3.3 shall vest on the Payment Date(s) following the Date of Grant as provided in this Section 3.6(b). The number of Shares of Restricted Stock granted under Section 3.3 that will vest on each Payment Date after the Date of Grant shall equal the number of Shares of Restricted Stock granted divided by the number of Payment Dates occurring after the Date of Grant and before the first anniversary of the most recent annual meeting of stockholders of the Company.

(c) Restricted Stock granted under Section 3.4 shall vest six months after the Date of Grant.

(d) Notwithstanding the other provisions of this Section 3.6, (i) Restricted Stock shall only vest as provided in this Section 3.6 if the holder is a Director at the time the Restricted Stock would otherwise vest and (ii) upon the occurrence of a Change in Control, all Restricted Stock issued under the Plan that is outstanding at the time of the Change in Control shall immediately vest.

(e) Notwithstanding the vesting conditions set forth in the Plan or the Compensation Plan, the Committee may in its discretion at any time accelerate the vesting of Restricted Stock or otherwise waive or amend any conditions of a grant of Restricted Stock under the Plan.

Section 3.7. *Restrictions on Transfer.* Restricted Stock granted to an Eligible Director under the Plan (whether represented by stock certificates or in book entry or other electronic form) shall be registered in the Director's name or, at the option of the Committee, not issued until such time as the Restricted Stock shall become vested or as otherwise determined by the Committee. If certificates are issued prior to the Shares of Restricted Stock becoming vested, such certificates shall either be held by the Company on behalf of the Director, or delivered to the Director bearing a legend to restrict transfer of the certificate until the Restricted Stock has vested, as determined by the Committee. The Director shall have the right to vote and receive dividends on the Restricted Stock before it has vested. Except as may otherwise be expressly permitted by the Committee, no Share of Restricted Stock may be sold, transferred, assigned or pledged by the Director until such Share has vested. In the event that a Director ceases to be a Director before all the Director's Restricted Stock has vested, the Shares of Restricted Stock that have not vested shall be forfeited. At the time Restricted Stock vests (and, if the Director has been issued legended certificates for Restricted Stock, upon the return of such certificates to the Company), such vested Shares shall be issued to the Director, in certificated or book entry or other electronic form, free of all restrictions.

Section 3.8. *Issuance of Shares.* As a condition of the issuance of any Shares of Restricted Stock, the Committee may obtain such agreements or undertakings, if any, as it may deem necessary or advisable to assure compliance with any provision of the Plan, any agreement or any law or regulation including, but not limited to, the following:

(a) a representation, warranty or agreement by the Eligible Director to the Company that the Eligible Director is acquiring the Shares for investment and not with a view to, or for sale in connection with, the distribution of any such Shares; and



(b) a representation, warranty or agreement to be bound by any restrictions that are, in the opinion of the Committee, necessary or appropriate to comply with the provisions of any securities law deemed by the Committee to be applicable to the issuance of the Shares.

Section 3.9. *Section 83(b) Election.* If a Director receives Restricted Stock that is subject to a “substantial risk of forfeiture,” the Director may elect under Section 83(b) of the Code to include in his or her gross income, for the taxable year in which the Restricted Stock is received, the Fair Market Value of such Restricted Stock on the Date of Grant. If the Director makes the Section 83(b) election, the Director shall (a) make such election in a manner that is satisfactory to the Committee, (b) provide the Company with a copy of such election and (c) agree to promptly notify the Company if any Internal Revenue Service or state tax agent, on audit or otherwise, questions the validity or correctness of such election or of the amount of income reportable on account of such election.

#### ARTICLE IV ADDITIONAL PROVISIONS

Section 4.1. *Administration of the Plan.* The Plan shall be administered by the Committee. The Committee shall have the authority to interpret the provisions of the Plan, to adopt such rules and regulations for carrying out the Plan as it may deem advisable, to decide conclusively all questions arising with respect to the Plan and to make all other determinations and take all other actions necessary or desirable for the administration of the Plan. All decisions and acts of the Committee shall be final and binding upon all affected Optionees and holders of Restricted Stock. If there is no Committee, the Board shall administer the Plan and in such case all references to the Committee shall be deemed to be references to the Board.

Section 4.2. *Adjustment of Shares.* If at any time while the Plan is in effect, there shall be any increase or decrease in the number of issued and outstanding Shares through the declaration of a stock dividend or through any recapitalization resulting in a stock split, combination or exchange of Shares, the Committee shall make an appropriate adjustment in the number and kind of Shares then subject to being issued under the Plan, so that the same proportion of the Company’s issued and outstanding Shares shall continue to be subject to issuance under the Plan upon the exercise of Options or as Restricted Stock.

Section 4.3. *Amendment.* The Board may amend or modify the Plan in any respect at any time, subject to stockholder approval if required by applicable law or regulation or by applicable stock exchange rules.

Section 4.4. *Duration and Termination.* The Plan shall be of unlimited duration. The Board may suspend, discontinue or terminate the Plan at any time. Such action shall not impair any of the rights of any holder of any Option or Restricted Stock outstanding on the date of the Plan’s suspension, discontinuance or termination without the holder’s written consent.

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Section 4.5. *Effective Date.* The Plan amends and restates the Existing Plan in its entirety, effective upon approval by the Board on May 27, 2011.

## KIRBY CORPORATION

Nonemployee Director Compensation ProgramAnnual Director Fee

1. Each director will receive an annual fee of \$24,000, payable in four equal quarterly payments to be made at the end of each calendar quarter, unless the director elects to receive (a) a stock option for shares of Kirby common stock or (b) restricted shares of Kirby common stock, in lieu of all or part of the cash fee. The fee will be prorated for any director elected between annual stockholder meetings.

2. The election to receive a stock option or restricted stock in lieu of director fees will be made annually. Except as provided in the next sentence, any director who elects to receive a stock option or restricted stock in lieu of all or part of the annual fee for the year following any annual meeting of stockholders must give written notice of that election to Kirby no later than the December 31 preceding such annual meeting. A newly elected director must give written notice of his or her election to receive a stock option or restricted stock in lieu of all or part of the annual fee no later than 30 days after the date of his or her first election as a director.

3. The stock option shall be issued on the following terms:

(a) The number of shares of stock subject to the option will be equal to (i) the portion of the annual fee that a director elects to receive in the form of a stock option divided by (ii) the fair market value of a share of stock on the date of grant multiplied by (iii) 3, with the result then rounded to the nearest whole share.

(b) The exercise price per share will be the fair market value on the date of grant. The fair market value of a share of stock means the closing price on the New York Stock Exchange on the date of reference.

(c) The option will vest one-fourth on the first quarterly payment date, one-fourth on the second quarterly payment date, one-fourth on the third quarterly payment date and one-fourth on the fourth quarterly payment date or, in the case of a director elected between annual stockholder meetings, in equal parts on the remaining quarterly payment dates prior to the first anniversary of the most recent annual meeting of stockholders.

(d) The option will be subject to the terms of the plan under which it is issued, including without limitation provisions relating to vesting, exercise, termination and transferability.

4. The restricted stock shall be issued on the following terms:

(a) The number of shares of restricted stock will be equal to (i) the portion of the annual fee that a director elects to receive in the form of restricted stock divided by (ii) the fair market value of a share of stock on the date of grant multiplied by (iii) 1.2, with the result then rounded to the nearest whole share.

(b) The fair market value of a share of stock means the closing price on the New York Stock Exchange on the date of reference.

(c) The restricted stock will vest one-fourth on the first quarterly payment date, one-fourth on the second quarterly payment date, one-fourth on the third quarterly payment date and one-fourth on the fourth quarterly payment date or, in the case of a director elected between annual stockholder meetings, in equal parts on the remaining quarterly payment dates prior to the first anniversary of the most recent annual meeting of stockholders.

(d) The restricted stock will be subject to the terms of the plan under which it is issued, including without limitation provisions relating to vesting and transferability.

5. Except as provided in the next sentence, the date of grant of an option or restricted stock granted in lieu of the annual fee means the date of the next annual meeting of stockholders after the election by the director to receive a stock option or restricted stock in lieu of cash fees. For a newly elected director, the date of grant means the date of his or her election to receive a stock option or restricted stock in lieu of cash fees.

6. The quarterly payment of cash fees and vesting of stock options and restricted stock are contingent on a director's continuing to serve in that capacity on each such quarterly payment or vesting date.

#### Annual Committee Chairman and Presiding Director Fees

1. The Chairman of the Audit Committee will receive an annual fee of \$15,000. The Chairmen of the Compensation Committee and the Governance Committee will each receive an annual fee of \$10,000. The director selected to be the presiding director at executive sessions of non-management directors will receive an annual fee of \$5,000. All of such fees will be payable in four equal quarterly payments to be made at the end of each calendar quarter. The committee chairman and presiding director fees will be prorated for any director who is elected to such position between annual meetings of the board of directors.

2. The quarterly payment of the committee chairman and presiding director fees is contingent on a director's continuing to serve in such position on each such quarterly payment date.

### Meeting Fees

1. Each director will receive a fee of \$1,250 for each board meeting attended in person or by telephone.
2. Each member of a committee of the board will receive a fee of \$3,000 for each committee meeting attended in person or by telephone.

### Automatic Stock Option Grants

1. Each director will receive an option for 10,000 shares of Kirby common stock upon his or her first election as a director.
2. Each director will receive an option for 6,000 shares of Kirby common stock immediately after each annual meeting of stockholders.
3. The exercise price per share in both cases will be the fair market value on the date of grant. The options will be subject to the terms of the plan under which they are issued, including without limitation provisions relating to vesting, exercise, termination and transferability.

### Automatic Restricted Stock Grants

1. Each director will receive 1,000 restricted shares of Kirby common stock immediately after each annual meeting of stockholders.
2. The restricted stock will be subject to the terms of the plan under which it is issued, including without limitation provisions relating to vesting and transferability.

### Discretionary Stock Option and Restricted Stock Grants

1. The Compensation Committee or the Board of Directors, as applicable, may, in its discretion, grant options and restricted stock to directors as permitted by and subject to the terms of the plan under which such grants are issued, including without limitation provisions relating to vesting, exercise, termination and transferability.

### General

1. This compensation program may be amended, modified or terminated by the board at any time.
2. This compensation program applies only to directors of Kirby who are not employees of Kirby or any of its subsidiaries.
3. This compensation program is effective May 27, 2011 and amends and restates in its entirety the Nonemployee Director Compensation Program previously in effect.

## EMPLOYMENT AGREEMENT

This is an **EMPLOYMENT AGREEMENT** ("Agreement"), effective as of January 14, 2004 between K-Sea Transportation Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and Timothy J. Casey (the "Employee").

### BACKGROUND

Employee and the Company desire to enter into this Agreement in order to secure the services of Employee for the benefit of the Company.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual promises and representations set forth in this Agreement, the Company and Employee agree as follows:

### ARTICLE I - EMPLOYMENT AND TERM

**1.1. Employment and Employment Term.** The Company agrees to employ Employee, and Employee accepts employment with the Company, to serve as President and Chief Executive Officer of the Company and as an officer or in such other capacity of any of K-Sea General Partner GP LLC, a Delaware limited liability company ("K-Sea GP"), K-Sea General Partner L.P., a Delaware limited partnership, K-Sea Transportation Partners L.P., a Delaware limited partnership (the "Partnership"), K-Sea Operating Partnership L.P., a Delaware limited liability company (the "Operating Partnership"), and any other subsidiary formed by any of the foregoing (collectively, the "Companies"), as determined by the Board of Directors of such company, for a term commencing on the date hereof and continuing for a period of one year thereafter, unless earlier terminated pursuant to Article IV of this Agreement ("Employment Term"). The Employment Term shall be automatically renewed for successive one-year periods unless either party hereto gives thirty-days prior written notice to the other party that such party desires not to renew the Employment Term. During the Employment Term, Employee will render such services to the Companies as are customary for the position (or positions) held by Employee. During the Employment Term, Employee shall devote his full time, ability and attention, and his best efforts, to the business of the Companies. The Employee shall not directly or indirectly render any services of a business, commercial, or professional nature to any other person, organization or other entity, whether for compensation or otherwise, directly or indirectly, without the prior written consent of the Board of Directors of the Company.

### ARTICLE II - COMPENSATION

**2.1. Base Salary.** Subject to Article IV of this Agreement, as compensation for services hereunder and in consideration of the protective covenants set forth in Article III of this Agreement, during the Employment Term the Employee shall be paid an annual base salary of \$235,000, subject to increase at the discretion of the Board of Directors, payable in accordance with the Company's normal payroll practices.

**2.2. Bonus Awards.** Subject to Article IV of this Agreement, during the Employment Term the Employee shall be eligible to receive an annual bonus award based upon the financial performance of the Companies during the preceding fiscal year, the amount of which shall be

determined in the sole discretion of the Board of Directors of K-Sea GP. Employee may also receive additional awards in the amounts and at such times as determined in the sole discretion of the Board of Directors of K-Sea GP.

**2.3. Employee Benefits.** Employee shall be entitled to receive such retirement and welfare benefits as are generally available to officers of the Company and other employee perquisites and benefits as determined in the sole discretion of the Board of Directors of the Company.

**2.4. Reimbursement of Expenses.**

**(a) General Expenses.** During the Employment Term, the Company shall pay or reimburse Employee for all reasonable travel and other expenses incurred or paid by him in connection with the performance of duties under this Agreement, in accordance with the Company's reimbursement policies and upon submission of satisfactory evidence thereof.

**(b) Automobile Expenses.** Employee shall be furnished with an automobile for business use and shall be reimbursed for reasonable costs of insurance, gasoline and repair for said automobile in accordance with the Company's reimbursement policies and upon submission of satisfactory evidence thereof.

**2.5. Long-Term Equity Incentive Plan.** Employee shall be eligible to participate in any long-term equity incentive plan that may be adopted by the Board of Directors of any of the Companies in its sole discretion, it being understood that there is no obligation by the Companies or the Board of Directors of the Companies to establish any such plan or to make any awards under such plan to the Employee.

**ARTICLE III - PROTECTIVE COVENANTS**

**3.1. Non-Competition.**

**(a) Term of Restrictive Covenants.** The term of the restrictive covenants in this Article III (the "Non-Compete Term") shall commence on the date hereof and shall terminate two years after the date of termination of Employee, except that the Non-Compete Term shall terminate on such earlier date as determined by the Board of Directors in its sole and absolute discretion if (i) Employee is terminated by the Company other than for Cause and (ii) such termination does not occur within 30 days after a Change in Control.

For purposes of this Agreement, a "Change in Control" shall be deemed to have occurred upon the occurrence of one or more of the following events: (i) any sale, lease, exchange or other transfer (in one or a series of related transactions) of all or substantially all of the assets of the Partnership, the Operating Partnership L.P. or the Company to any Person or its Affiliates, other than the Partnership, the Operating Partnership, the Company or any of their Affiliates or (ii) any merger, reorganization, consolidation or other transaction pursuant to which more than 50% of the combined voting power of the equity interests in the Partnership, the Operating Partnership or the Company ceases to be owned by Persons who own such interests, respectively, as of the date of the initial public offering of common units of the Partnership.

**(b) Non-Competition.** During the Non-Compete Term, Employee shall not, unless acting as an officer or employee of, or consultant to, the Companies directly or indirectly, (i) own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as an officer, director, employee, stockholder, partner, advisor, consultant or otherwise with, or provide any financing or lease any assets to, any entity that engages in or intends to engage in any Competing Business (as hereinafter defined), or (ii) solicit, employ, retain as a consultant, interfere with or attempt to entice away from the Companies or their respective Affiliates, any Protected Employee (as hereinafter defined), or (iii) solicit, interfere with or attempt to entice away from the Companies or their respective Affiliates, any Person, firm or corporation which has been or is during the two-year period preceding the date on which a determination is made a customer of the Companies or any of its subsidiaries. Ownership of not more than 2% of the outstanding stock of any publicly traded company shall not be a violation of this Section 3.1 so long as Employee does not participate in the management of such company.

As used herein, "Competing Business" shall mean any business or other enterprise which engages in the marine transportation business or otherwise competes with the Companies; and "Protected Employee" shall mean any current or former employee of the Companies during the period in which the covenants set forth in this Section 3.1 are in effect, but excluding Persons who have not been employed by the Companies during the two-year period preceding the date on which a determination is made regarding whether a Person is a Protected Employee.

**3.2. Confidentiality.** From and after the commencement of the Employment Term, Employee agrees not to divulge, communicate, use to the detriment of the Companies, for Employee's benefit or the benefit of any other person, firm, corporation, association or other entity, or misuse in any way, in whole or in part, any proprietary or confidential information or trade secrets related to the Companies as they may exist from time to time, including, without limitation, the Companies' trade secrets or other intellectual property rights, personnel information, know-how, customer lists, or other confidential or proprietary data. Employee acknowledges that the list of the Companies' customers as it may exist from time to time, and the Companies' proprietary or confidential information, and trade secrets, are valuable, special and unique assets of the Companies. Employee acknowledges and agrees that any information or data he has acquired on any of these matters or items was received in confidence. Employee agrees to hold, as the property of the Companies, all memoranda, books, papers, letters and other data and all copies thereof or therefrom, made by him or otherwise coming into his possession, and at any time to deliver the same to the Companies upon their demand.

**3.3. Reasonable Limitations.** Employee acknowledges that given the nature of Employee's employment with the Companies and of the Companies' business the covenants contained in this Article III contain reasonable limitations as to time, geographical area and scope of activity to be restrained, and do not impose a greater restraint than is necessary to protect the legitimate business interests of the Companies including, but not limited to, the protection of confidential information. In the event that the covenants contained in this Article III shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too long a period of time or over too large a geographical area or by reason of their being too extensive in any other respect, they shall be interpreted to extend only over the



longest period of time for which they may be enforceable, and/or over the largest geographical area as to which they may be enforceable and/or to the maximum extent in all other aspects as to which they may be enforceable, all as determined by such court in such action.

**3.4. Breach of Covenants.** Violation of any of the protective covenants contained herein shall constitute a breach of trust and is grounds for immediate dismissal with cause and for appropriate legal action by the Companies for damages including reasonable attorney fees and costs, enforcement and/or injunctive relief. Notwithstanding anything contained herein to the contrary, the parties agree that both parties shall bear joint and equal responsibility for attorney fees and costs if the Company prevails in any such legal action and that the Company will bear sole responsibility for attorney fees and costs if the Company does not prevail in any such legal action.

**3.5. Extension of Non-Compete Term.** The parties acknowledge that if Employee violates any of the protective covenants in this Article III and the Companies bring legal action for injunctive, damages or other relief hereunder, the Companies shall, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Non-Compete Term of these protective covenants. Accordingly, the length of time for which this covenant not to compete shall be in force shall not include any period of violation or any other period required for litigation during which the Companies seek to enforce this Article III.

**3.6. Survival of Protective Covenants.** Each covenant on the part of Employee contained in this Article III is independent of any other provision of this Agreement, and shall survive the termination of Employee's employment under this Agreement, and the existence of any claim or cause of action of Employee against the Companies, whether based on this Agreement or otherwise, shall not prevent the enforcement based of these covenants.

**3.7. Remedies for Breach.** Employee agrees that a breach by him of this Article III shall cause irreparable harm to the Companies and that their remedies at law for any breach or threat of breach of the provisions of this Article III shall be inadequate, and that they shall be entitled to an injunction or injunctions to prevent breaches of this Article III and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Companies may be entitled at law or in equity.

**3.8. Affiliates of the Company.** The protective covenants in this Article III shall also benefit the business of the Companies' Affiliates (as hereinafter defined) and these covenants shall be enforceable against Employee by each of such Affiliates as third party beneficiaries. An "Affiliate" is any person or entity that, directly or indirectly, controls or is controlled by, or is under common control with, the Companies.

#### **ARTICLE IV - TERMINATION OF EMPLOYMENT**

**4.1. Termination for Cause or Resignation Without Good Reason.** The Company may terminate Employee's employment hereunder for "Cause" effective immediately upon notice thereof from the Company to Employee. Employee may resign from the Company "Without Good Reason" effective ten business days after written notice thereof from Employee to the Company. If the Company terminates Employee for Cause or if Employee terminates his

employment Without Good Reason, Employee is entitled to benefits accrued as of the effective date of his termination, but no payments or benefits under this Agreement shall accrue after the date of Employee's termination.

**4.2. Termination Without Cause or Resignation with Good Reason.** The Company may terminate Employee's employment hereunder "Without Cause", effective ten business days after written notice thereof from the Company to Employee. Employee may resign from the Company with "Good Reason" effective ten business days after written notice thereof from Employee to the Company. If the Company terminates Employee Without Cause or if Employee terminates his employment with Good Reason, the Company shall owe Employee severance (the "Severance Payment") in an amount equal to the greater of the Option I Severance and the Option II Severance. At the Company's option, the Severance Payment shall be paid either (a) in equal monthly installments during the "Remaining Non-Compete Term", or (b) in one lump sum payable within 30 days following the termination date. The Company shall withhold all applicable income and employment taxes from the Severance Payment. In addition, for a period commencing on the termination date and ending on the first anniversary thereof, provided that Employee properly elects such coverage, the Company shall pay (the "COBRA Payment") the premiums necessary to provide Employee coverage continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Thereafter, Employee shall be solely responsible for the full amount of such COBRA premiums for the remainder of the COBRA continuation period. It is agreed that the Severance Payment and the COBRA Payment shall constitute all amounts owed by the Companies to Employee for the termination of his employment Without Cause or Employee's resignation with Good Reason, and that no other payments or benefits shall be owed by the Companies to Employee under any severance or benefit plan other than any benefits under a retirement plan that is qualified under Section 401(a) of the internal Revenue Code in which Employee is fully vested. No Severance Payment or COBRA Payment shall be made by the Company unless Employee executes a waiver in a form satisfactory to the Company releasing the Companies from any claims Employee may assert against the Companies.

**4.3. Termination in the Event of Death.** If Employee's employment hereunder is terminated because of Employee's death, the Company shall pay to Employee's designated beneficiary, or, if none, to his estate (the "Estate"), an amount equal to one-half of Employee's annual base salary at the time of such termination. At the Company's option, such amount shall be payable either, in one lump sum within 30 days after such termination or in six (6) equal monthly installments. The Company shall withhold applicable income and employment taxes from such payment. It is agreed that the amount payable hereunder shall constitute all amounts owed by the Companies to Employee for the termination of his employment in the event of Employee's death, and that no other payments or benefits shall be owed by the Companies to Employee's Estate under any severance or benefit plan other than any benefits under a retirement plan that is qualified under Section 401(a) of the Internal Revenue Code in which Employee is fully vested.

**4.4. Termination in the Event of Disability.** If Employee's employment hereunder is terminated because of Employee's Disability, the Company shall pay to Employee an amount equal to one-half of Employee's annual base salary at the time of such termination. At the Company's option, such amount shall be payable either in one lump sum within 30 days after

such termination or in six (6) equal monthly installments. The Company shall withhold applicable income and employment taxes from such payment. In addition, for a period commencing on the termination date and ending on the first anniversary thereof, provided that Employee properly elects such coverage, the Company shall make the COBRA Payment. Thereafter, Employee shall be solely responsible for the full amount of such COBRA premiums for the remainder of the COBRA continuation period. It is agreed that the amount payable hereunder and the COBRA Payment shall constitute all amounts owed by the Companies to Employee for the termination of his employment in the event of Employee's Disability, and that no other payments or benefits shall be owed by the Companies to Employee under any severance or benefit plan other than any benefits under a retirement plan that is qualified under Section 401(a) of the Internal Revenue Code in which Employee is fully vested. No payment shall be made by the Company pursuant to this Section unless Employee executes a waiver in a form satisfactory to the Company releasing the Companies from any claims Employee may assert against the Companies.

#### **4.5. Certain Definitions.**

"Cause" shall mean Employee, (i) after repeated notices and warnings, fails to perform his reasonably assigned duties as reasonably determined by the Company, (ii) materially breaches any of the terms or conditions of Articles I or III of this Agreement, or (iii) commits or engages in a felony or any intentional dishonest, unethical or fraudulent act which materially damages the Companies' reputation.

"Disability" shall mean any physical or mental ailment or incapacity as determined by a licensed physician agreed to by the Company and Employee (or, in the event that Employee and the Company cannot so agree, by a licensed physician agreed upon by a physician selected by Employee and a physician selected by the Company), which prevents Employee from performing his duties hereunder which has continued for a period of either (i) 90 consecutive days in any 12-month period or (ii) 180 total days in any 12-month period, either of Which can reasonably be expected to be of permanent duration.

"Good Reason" shall mean the resignation of Employee after the location of the principal office of the Company is moved outside of a 75-mile radius of the current location of the Company unless such successor location is mutually agreed upon by Employee and the Company.

"Option I Severance" shall mean the product of 1.75 multiplied by .75 multiplied by Employee's annual base salary at the time of termination or resignation.

"Option II Severance" shall mean the product of 1.75 multiplied by the Remaining Non-Compete Term multiplied by Employee's annual base salary at the time of termination or resignation.

"Remaining Non-Compete Term" shall mean the number of years remaining in the Non-Compete Term after Employee's termination hereunder.

“Without Cause” shall mean any termination by the Company of Employee’s employment, other than for Cause or due to Employee’s Disability or death.

“Without Good Reason” shall mean any resignation by Employee’s employment, other than for Good Reason or due to Employee’s Disability or death,

**ARTICLE V - MISCELLANEOUS**

**5.1. Modification of this Agreement.** Employee acknowledges and agrees that no one employed by or representing the Companies has any authority to make oral statements which modify, waive or discharge, in any manner, any provision of this Agreement. Employee further acknowledges and agrees that no provision of this Agreement may be modified, waived or discharged unless agreed to in writing, and signed and executed by Employee and a majority of the members of the Board of Directors of the Company. Employee acknowledges and agrees that in executing this Agreement he has not relied upon any representation or statement made by the Companies or their representatives, other than those specifically stated in this Agreement.

**5.2. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) three business days after mailing if mailed by certified or registered mail, return receipt requested; (ii) one business day after delivery to Federal Express or other nationally recognized overnight express carrier, if sent for overnight delivery with fee prepaid, (iii) upon receipt if sent via facsimile with receipt confirmed, or (iv) upon receipt if delivered personally, addressed as follows or to such other address or addresses of which the respective party shall have notified the other:

If to Employee, to:

Timothy J. Casey  
17 Collins Drive  
Hillsborough, NJ 08844

If to the Company, to:

K-Sea Transportation Inc.  
3245 Richmond Terrace  
P.O. Box 030316  
Staten Island, NY 10303-0003  
Attention: Board of Directors  
Fax No.: (718)448-3083

with a copy to:

K-Sea General Partner GP LLC  
3245 Richmond Terrace  
P.O. Box 030316  
Staten Island, NY 10303-0003  
Attention: Board of Directors  
Fax No.: (718)448-3083

with a copy to:

Baker Botts L.L.P.  
910 Louisiana Street  
Houston, Texas 77002  
Attention: Joshua Davidson  
Facsimile: (713)229-1522

**5.3. Waiver of Breach.** The waiver by the Company or Employee of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party of such or any other provision. No delay or omission by the Company or Employee in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the Company or Employee from time to time and as often as may be deemed expedient or necessary by the Company or Employee in its or his sole discretion.

**5.4. Severability.** It is the intention of the parties that the provisions contained herein shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, either in whole or in part, be held invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable; but in such event the affected provisions of this Agreement shall be curtailed and restricted only to the extent necessary to bring them within the applicable legal requirements, and the remainder of this Agreement shall not be affected.

**5.5. Applicable Law; Jurisdiction.** Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts for the State of New York located in Richmond County, for purposes of any action, suit or other proceeding arising out of this Agreement or any transaction contemplated hereby. This Agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of New York.

**5.6. Settlement of Disputes.** Any claims, controversies, demands, disputes, or differences between the parties hereto arising out of, or by virtue of, or in connection with or relating to this Agreement, Employee's employment relationship with the Companies or

termination of such employment relationship (a "Dispute") shall be submitted to and settled by arbitration in New York, New York before a single arbitrator who shall be knowledgeable in the field of business law and employment relations and such arbitration shall be in accordance with the rules of the American Arbitration Association then in force. The parties agree to abide by any decision rendered as final and binding, and waive the right to submit the dispute to a public tribunal for a jury or non-jury trial. The parties agree that responsibility for all fees of the arbitrator shall be borne in the following manner: (i) if the Company submits a Dispute to the arbitrator and (A) the arbitrator finds in favor of the Company, the parties will bear joint and equal responsibility for the fees (B) the arbitrator finds in favor of the Employee, the Company will bear sole responsibility for the fees or (ii) if the Employee submits a Dispute to the arbitrator and (A) the arbitrator finds in favor of the Employee, the Company will bear sole responsibility for the fees (B) the arbitrator finds in favor of the Company, the Employee will bear sole responsibility for the fees.

**5.7. Headings.** The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

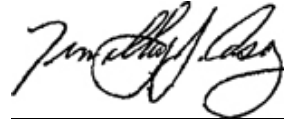
**5.8. Acknowledgment.** Employee acknowledges receipt of a copy of this Agreement, and agrees that his obligations hereunder shall be binding upon his heirs, assigns and legal representatives. Employee acknowledges and agrees that this Agreement contains the entire agreement and understanding concerning the subject matter covered by this Agreement, and that this Agreement supersedes and replaces any other existing agreement, whether written or oral, entered into between Employee, or any of the Companies, or among any of them, relating generally to the subject matter covered by this Agreement, including specifically any agreement that provides for the payment of severance benefits to Employee.

**5.9. Amendment and Restatement.** The parties hereto hereby acknowledge that this Agreement amends and restates in its entirety the Original Agreement.

**EMPLOYEE HAS READ THE ABOVE DOCUMENT, AND BEEN GIVEN ADEQUATE TIME TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR OF HIS CHOICE. EMPLOYEE UNDERSTANDS THE DOCUMENT FULLY, AND AGREES TO ALL OF ITS TERMS.**

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

K-SEA TRANSPORTATION INC.



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

Timothy J. Casey  
President



\_\_\_\_\_  
Timothy J. Casey

**By E-Mail**

Mr. Timothy J. Casey  
President, Chief Executive Officer

Dear Timothy:

You and K-Sea Transportation Inc. (the "Company") are parties to an employment agreement, or another agreement providing for the payment of compensation (the "Agreement"). The purpose of this letter is (i) to memorialize an amendment of that Agreement to comply with Section 409A of the Internal Revenue Code ("Section 409A") and (ii) to specify the timing of any payments you may be entitled to receive pursuant to any bonus plan, program or policy of the Company or any affiliate (collectively the "Company Group").

It is the intent of the parties that this amendment will enable the Agreement to comply with Section 409A in both form and operation. Therefore, effective as of the close of business on December 31, 2008, you and the Company mutually agree to amend the Agreement as follows:

1. Any bonus payments or other incentive compensation payments you receive pursuant to the Agreement or any plan, program or policy of the Company Group will be paid no later than March 15 of the year following the year in which your right to receive such payments are no longer subject to a substantial risk of forfeiture, unless a different time of payment is otherwise expressly specified in the Agreement or such plan, program or policy.
2. All reimbursements or provision of in-kind benefits pursuant to any employee plan, program, policy or this Agreement shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) such that the reimbursement or provision will be deemed payable at a specified time or on a fixed schedule relative to a permissible payment event. Specifically, the amount reimbursed or in-kind benefits provided under any employee plan, program, policy or this Agreement during your taxable year may not affect the amounts reimbursed or provided in any other taxable year (except that total reimbursements may be limited by a lifetime maximum under a group health plan), the reimbursement of an eligible expense shall be made on or before the last day of your taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or provision of in-kind benefit is not subject to liquidation or exchange for another benefit.
3. Each payment under the Agreement, including each payment in a series of installment payments or salary continuation payments, if any, is intended to be a separate payment for purposes of Treas. Reg. § 1.409A-2(b), and is intended to be: (i) exempt from Section 409A, including, but not limited to, by compliance with the short-term deferral exemption as specified in Treas. Reg. § 1.409A-1(b)(4) and the involuntary separation

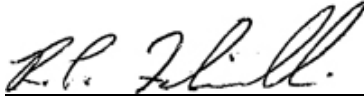


pay exception within the meaning of Treas. Reg. § 1.409A-1(b)(9)(iii), or (ii) in compliance with Section 409A, including, but not limited to, being paid pursuant to a fixed schedule or specified date pursuant to Treas. Reg. § 1.409A-3(a) and the provisions of the Agreement will be administered, interpreted and construed accordingly (or disregarded to the extent such provision cannot be so administered, interpreted, or construed).

4. Any payment under the Agreement due upon your separation from service, disability or death which the Agreement currently provides may be paid in installments or a lump sum in the discretion of the Company will be paid in a lump sum on the date 60 days following the date of your separation from service, disability or death, as applicable.
5. Notwithstanding any provision of the Agreement to the contrary, you and the Company agree that any benefit or benefits under the Agreement or any other arrangement of the Company Group that the Company determines are subject to the suspension period under Internal Revenue Code Section 409A(a)(2)(B) (i) shall not be paid or commence until a date six months and two days after your separation from service with the Company, or if earlier, your death.
6. Except as expressly modified by this letter, the Agreement remains in full force and effect in accordance with its original terms.

Sincerely,

K-Sea Transportation Inc.

By: 

Richard P. Falcinelli  
Executive Vice President

Signature of Acceptance:



Timothy J. Casey

SECOND AMENDMENT  
TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement dated June 30, 2011 (the "Amendment"), is effective as provided herein, between K-Sea Transportation Inc., a Delaware corporation (together with its successors and assigns, the "Company") and Timothy J. Casey (the "Employee").

BACKGROUND

Employee and the Company have entered into an Employment Agreement effective as of January 14, 2004 (the "Original Agreement") which was amended by letter agreement dated December 29, 2008 (the "First Amendment").

K-Sea Transportation Partners L.P., a Delaware limited partnership ("the Partnership") the parent of the Company, has entered into an Agreement and Plan of Merger dated as of March 13, 2011 with Kirby Corporation, a Delaware corporation ("Kirby") pursuant to which a merger subsidiary of Kirby will merge with and into the Partnership and the Partnership will become a wholly owned subsidiary of Kirby (the "Merger").

Employee and the Company mutually desire to amend the Original Agreement to (i) reflect Employee's current salary, (ii) extend the term of the Original Agreement to a minimum of one year following the Merger, and (iii) expand the definition of "Good Reason" in the Original Agreement to provide certain protections to the Employee for one year following the Merger.

NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual promises and representations set forth in this Amendment, the Company and Employee hereby agree to amend the Original Agreement effective immediately prior to the Merger as follows:

1. By adding the following to Section 1.1:

"Notwithstanding anything contained in this Section 1.1 to the contrary, unless otherwise terminated earlier under Article IV of this Agreement, the Employment Term may not be terminated earlier than the first anniversary of the consummation of the merger (the "Merger") contemplated by the terms of the Agreement and Plan of Merger dated as of March 13, 2011, by and among Kirby Corporation, a Nevada corporation, ("Kirby"), KSP Holding Sub, LLC, a Delaware limited liability company, KSP LP Sub, LLC, a Delaware limited liability company, KSP Merger Sub, LLC, a Delaware limited liability company, K-Sea Transportation Partners L.P., a Delaware limited partnership, K-Sea General Partner L.P., a Delaware limited partnership, K-Sea IDR Holdings, LLC, a Delaware limited liability company, and K-Sea General Partner GP LLC, a Delaware limited liability company."

2. By substituting \$375,000 as Employee's annual base salary for the \$235,000 currently reflected in Section 2.1.

By substituting the following in as 2.2: "Subject to Article IV of this Agreement, during the Employment Term the Employee shall be eligible to receive an annual bonus award as established by the Board of Directors of Kirby based upon the financial performance of the Partnership and its subsidiaries during the preceding fiscal year. Employee may also receive additional awards in the amounts and at such times as determined in the sole discretion of the Board of Directors of Kirby."

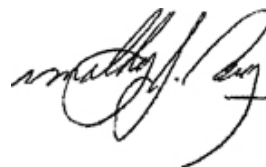
3. By amending the definition of "Good Reason" set forth in Section 4.5 to read as follows:

"Good Reason" shall mean the resignation of Employee after (i) the location of the principal office of the Company is moved outside of a 75-mile radius of the location of the Company on the date hereof, unless such successor location is mutually agreed upon by the Employee and the Company, (ii) a material diminution in the Employee's scope of responsibilities as in effect immediately prior to the Merger, if such material diminution occurs within twelve months of the Merger, or (iii) a material diminution in the Employee's base salary and bonus opportunity as in effect immediately after the Merger and during the twelve-month period immediately following the Merger. Employee must notify the Company within ninety days of the initial existence of the events constituting Good Reason and the Company shall have thirty days following receipt of such notice to cure. If the Company does not cure, then the Employee must resign within 30 days after the expiration of such 30-day cure period, in order for such resignation to be on account of Good Reason."

In all other respects the Original Agreement as amended by the First Amendment thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment

K-SEA TRANSPORTATION INC.



By: \_\_\_\_\_  
Name: RICHARD K FALCINELLI  
Title: E VP/SECRETARY

EMPLOYEE



\_\_\_\_\_  
Timothy J. Casey

**Certification of Chief Executive Officer**

In connection with the filing of the Quarterly Report on Form 10-Q for the quarter ended June 30, 2011 by Kirby Corporation, Joseph H. Pyne certifies that:

1. I have reviewed this report on Form 10-Q of Kirby Corporation (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

- b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ JOSEPH H. PYNE

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Joseph H. Pyne  
*Chairman and  
Chief Executive Officer*

Dated: August 8, 2011

**Certification of Chief Financial Officer**

In connection with the filing of the Quarterly Report on Form 10-Q for the quarter ended June 30, 2011 by Kirby Corporation, David W. Grzebinski certifies that:

1. I have reviewed this report on Form 10-Q of Kirby Corporation (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

- b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ DAVID W. GRZEBINSKI

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David W. Grzebinski  
*Executive Vice President and  
Chief Financial Officer*

Dated: August 8, 2011

**Certification Pursuant to Section 18 U.S.C. Section 1350**

In connection with the filing of the Quarterly Report on Form 10-Q for the quarter ended June 30, 2011 (the "Report") by Kirby Corporation (the "Company"), each of the undersigned hereby certifies that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JOSEPH H. PYNE

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Joseph H. Pyne  
*Chairman, President and  
Chief Executive Officer*

/s/ DAVID W. GRZEBINSKI

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David W. Grzebinski  
*Executive Vice President and  
Chief Financial Officer*

Dated: August 8, 2011