

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

KIRBY CORPORATION  
(Exact name of registrant as specified in its charter)

Nevada 74-1884980  
(State or other jurisdiction of (I.R.S. Employer  
incorporation or organization) Identification No.)

55 Waugh Drive, Suite 1000  
Houston, Texas 77007  
(Address of principal executive offices, including zip code)

2000 DIRECTOR STOCK OPTION PLAN FOR KIRBY CORPORATION

(Full title of the plan)

J. H. Pyne Copy to: Thomas G. Adler, Esq.  
President Jenkens & Gilchrist,  
KIRBY CORPORATION A Professional Corporation  
55 Waugh Drive, Suite 1000 1445 Ross Avenue, Suite 3200  
Houston, Texas 77007 Dallas, Texas 75202  
(Name and address of agent for service)

(713) 435-1000  
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2) (3)	Proposed maximum aggregate offering price (2) (3)	Amount of registration fee (3)
Common Stock, par value \$.10 per share	100,000	\$22.125	\$2,197,187.50	\$580.06

(1) Consists of 100,000 shares of common stock reserved for issuance to directors of Kirby Corporation (the "Corporation") pursuant to the 2000 Director Stock Option Plan for Kirby Corporation (the "Plan"). In addition, pursuant to Rule 416 under the Securities Act of 1933, this Registration Statement also covers an indeterminate number of additional shares of the Corporation's Common Stock (the "Common Stock") issuable pursuant to the exercise of options and/or awards granted or to be granted under the Plan to prevent dilution that may result from any future stock splits, stock dividends or similar transactions affecting the Common Stock.

(2) Estimated solely for the purpose of computing the registration fee.

(3) Calculated pursuant to Rule 457(c) and (h). Accordingly, the price per share of common stock offered hereunder pursuant to the Plan is based upon 95,000 shares of Common Stock reserved for issuance under the Plan, but not subject to outstanding stock options issued under the Plan, at a price of \$22.125, which is the average of the highest and lowest price per share of Common Stock on the New York Stock Exchange on July 28, 2000; and (ii) 5,000 shares of Common Stock reserved for issuance and subject to stock options already granted under the Plan at an exercise price of \$19.0625 per share.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1. Plan Information\*

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The Corporation hereby incorporates by reference in this registration statement the following documents previously filed by the Corporation with the Securities and Exchange Commission (the "Commission"):

- (1) the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1999 filed with the Commission;
- (2) the Corporation's Annual Report on Form 11-K for the fiscal year ended December 31, 1999, filed with the Commission;
- (3) the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000, filed with the Commission;
- (4) the Corporation's Current Report on Form 8-K filed with the Commission on October 14, 1999;
- (5) the Corporation's Current Report on Form 8-K filed with the Commission on July 20, 2000; and
- (6) the description of the Common Stock, par value \$0.10 per share, of the Corporation (the "Common Stock") set forth in the Registration Statement on Form 8-B, dated October 14, 1976, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Corporation with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of this registration statement, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of the filing of such documents until such time as there shall have been filed a post-effective amendment that indicates that all securities offered hereby have been sold or that deregisters all securities remaining unsold at the time of such amendment.

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\*Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933 and the Note to Part I of Form S-8.

Item 5. Interests of Named Experts and Counsel

Certain matters with respect to the validity of the Common Stock to be offered hereby will be passed on for the Company by Jenkens & Gilchrist, a Professional Corporation. Thomas G. Adler, the Secretary of the Corporation, is a shareholder of Jenkens & Gilchrist, a Professional Corporation.

Item 6. Indemnification of Directors and Officers

(a) The Restated Articles of Incorporation of the registrant provide for indemnification as follows:

"TWELFTH: 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Corporation, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful. 2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation. Indemnification shall not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which the action or suit was brought

or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. 3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this Article Twelfth, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

4. Any indemnification under section 1 and 2 of this Article Twelfth, unless ordered by a court or advanced pursuant to section 5 of this Article Twelfth, must be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) By the stockholders;

(b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding;

(c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or

(d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

5. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Corporation. The provisions of this section 5 of this Article Twelfth do no affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

6. The indemnification and advancement of expenses provided by this Article Twelfth:

(a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under these articles of incorporation or any bylaws,

agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to section 2 of this Article Twelfth or for the advancement of expenses of any director or officer, if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such person.

7. The Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

8. The other financial arrangements made by the corporation pursuant to section 7 of this Article Twelfth may include the following:

- (a) The creation of a trust fund.
- (b) The establishment of a program of self-insurance.
- (c) The securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Corporation.
- (d) The establishment of a letter of credit, guaranty or surety.

No financial arrangement made pursuant to this section may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

9. Any insurance or other financial arrangement made on behalf of a person pursuant to this Article Twelfth may be provided by the Corporation or any other person approved by the board of directors, even if all or part of the other person's stock or other securities is owned by the Corporation.

10. In the absence of fraud:

(a) The decision of the board of directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Article Twelfth and the choice of the person to provide the insurance or other financial arrangement shall be conclusive; and

(b) The insurance or other financial arrangement:

(1) Is not void or voidable; and

(2) Does not subject any director approving it to personal liability for his action, even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement."

(b) The Corporation's Bylaws provide that the Corporation shall indemnify each and every present and former director and officer of the Corporation, and each and every person who may have served at the Corporation's request as a director or officer of another corporation in which the Corporation owns shares of capital stock or of which the Corporation is a creditor (each of which other corporation is individually referred to herein as an "Other Enterprise"), against any and all expenses (including attorneys' fees) actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he was or is a party by reason of being or having been a director or officer of the Corporation or Other Enterprise to the fullest extent permitted by law. The rights of indemnification provided in the Bylaws are in addition to any other rights to which a person may otherwise be entitled by any other provisions of the Corporation's Restated Articles of Incorporation, statute, agreement, vote of stockholders or otherwise.

The Corporation's Bylaws further provide that the Corporation shall indemnify officers and directors of the Corporation, as well as other persons who serve as agents and employees of the Corporation, to the extent set forth in the Corporation's Restated Articles of Incorporation.

Additionally, the Corporation's Bylaws provide that the Corporation may purchase and maintain insurance on behalf of, and contractually agree to indemnify, any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Bylaws.

(c) The Corporation has entered into agreements with each Director and certain key officers, including Norman W. Nolen, Mark R. Buese, Steven P. Valerius, Dorman L. Strahan, Jack M. Sims, Connie C. Power, Howard G. Runser, G. Stephen Holcomb and Thomas G. Adler, and certain officers of subsidiaries of the Corporation, that provide for the indemnification of such individuals for certain liabilities incurred in such capacity.

Item 8. Exhibits.

(a) Exhibits.

The following documents are filed as a part of this registration statement.

Exhibit	Description of Exhibit
4.1	Restated Articles of Incorporation of Kirby Exploration Company, Inc., as amended (incorporated by reference from Exhibit 3.1 to the Corporation's Registration Statement on Form S-3, Reg. No. 33-30832, filed with the Commission on August 30, 1989).
4.2	Certificate of Amendment of Restated Articles of Incorporation of the Corporation (incorporated by reference from Exhibit 3.2 to the Corporation's Annual Report on Form 10-K for the year ended December 31, 1990).
4.3*	2000 Director Stock Option Plan for Kirby Corporation
4.4*	Form of Nonincentive Stock Option Agreement, Kirby Corporation 2000 Director Stock Option Plan
5.1*	Opinion of Jenkins & Gilchrist, A Professional Corporation
23.1*	Consent of Jenkins & Gilchrist, A Professional Corporation (included in their opinion filed as Exhibit 5.1)
23.2*	Consent of KPMG LLP
23.3*	Consent of Deloitte & Touche LLP

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\* Filed herewith.

Item 9. Undertakings.

A. The undersigned registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 (the "Securities Act"), each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on July 31, 2000.

KIRBY CORPORATION

By: /s/ J.H. Pyne

-----  
 J. H. Pyne  
 President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, that each individual whose signature appears below hereby constitutes and appoints J. H. Pyne his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, and to file the same with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorney-in-fact and agent or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates included:

Signature	Capacity	Date
/s/ C. Berdon Lawrence ----- C. Berdon Lawrence	Chairman of the Board and Director of the Company	July 31, 2000
/s/ J. H. Pyne ----- J. H. Pyne	President, Director and Principal Executive Officer of the Company	July 31, 2000
/s/ Norman W. Nolen ----- Norman W. Nolen	Executive Vice President, Treasurer, Assistant Secretary and Principal Financial Officer of the Company	July 31, 2000
/s/ G. Stephen Holcomb ----- G. Stephen Holcomb	Vice President, Controller, Assistant Secretary and Principal Accounting Officer of the Company	July 31, 2000
/s/ Philip J. Burguieres ----- Philip J. Burguieres	Director of the Company	July 31, 2000
/s/ C. Sean Day ----- C. Sean Day	Director of the Company	July 31, 2000
/s/ Bob G. Gower ----- Bob G. Gower	Director of the Company	July 31, 2000

/s/ William M. Lamont, Jr. Director of the Company July 31, 2000  
-----  
William M. Lamont, Jr.

/s/ George A. Peterkin, Jr. Director of the Company July 31, 2000  
-----  
George A. Peterkin, Jr.

/s/ Robert G. Stone, Jr. Director of the Company July 31, 2000  
-----  
Robert G. Stone, Jr.

## 2000 DIRECTOR STOCK OPTION PLAN

FOR

KIRBY CORPORATION

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.

2. Definitions. As used herein, the following terms shall have the meaning indicated:

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Committee" shall mean the Compensation Committee, if any, appointed by the Board.

(c) "Date of Grant" shall mean the date on which an Option is granted to an Eligible Person, provided it is followed, as soon as reasonably possible, by written notice to the Eligible Person of the grant.

(d) "Director" shall mean a member of the Board.

(e) "Eligible Person(s)" shall mean those persons who are Directors of the Company and who are not employees of the Company or a Subsidiary.

(f) "Fair Market Value" of a Share shall be the mean of the high and low sales price on the New York Stock Exchange on the day of reference as quoted in any newspaper of general circulation or, if the Shares shall not have been traded on such exchange on such date, the mean of the high and low sales price on such exchange on the next day prior thereto on which the Shares were so traded, as quoted in any newspaper of general circulation. 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 Board.

(g) "Internal Revenue Code" or "Code" shall mean the Internal Revenue Code of 1986, as it now exists or may be amended from time to time.

(h) "Non-Employee Director" shall have the meaning given to such term in Rule 16b-3(b)(3) under the Securities Act of 1934, as amended.

(i) "Nonincentive Stock Option" shall mean an option that is not an incentive stock option as defined in Section 422A of the Internal Revenue Code.

(j) "Option" (when capitalized) shall mean any option granted under this Plan.

(k) "Optionee" shall mean 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.

(l) "Plan" shall mean this 2000 Director Stock Option Plan for Kirby Corporation.

(m) "Share(s)" shall mean a share or shares of the common stock, par value ten cents (\$0.10) per share, of the Company.

(n) "Subsidiary" shall mean 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.

3. Shares and Options. The maximum number of Shares to be issued pursuant to Options under this Plan shall be ONE HUNDRED THOUSAND (100,000) Shares from Shares held in the Company's treasury. If any Option 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. Any Option granted hereunder shall be a Nonincentive Stock Option.

4. Automatic Grant of Options.

(a) Options shall automatically be granted to Eligible Persons as provided in this Section 4. Each Option shall be evidenced by an option agreement and shall contain such terms as are not inconsistent with this Plan or any applicable law. Any person who files with the Committee, in a form satisfactory to the Committee, a written waiver of eligibility to receive any Option under this Plan shall not be eligible to receive any Option under this Plan for the duration of such waiver.

(b) The Options automatically granted to Directors under this Plan shall be in addition to regular director's fees or other benefits with respect to the Director's position with the Company or its Subsidiaries. Neither the Plan nor any Option granted under the Plan shall confer upon any person any right to continue to serve as a Director.

(c) Any Eligible Person who is elected a Director for the first time after July 25, 1999 (the date of the termination of the 1989 Director Stock Option Plan for the Company) shall automatically be granted an Option for FIVE THOUSAND (5,000) Shares on the later of (i) the effective date of this Plan or (ii) the date of such Eligible Person's first election as a Director, which date shall be the Date of Grant for such Option.

5. Option Price. The option price per Share of any Option shall be the Fair Market Value per Share on the date of the Optionee's first election as a Director.

6. Exercise of Options. Any Option may be exercised on or after the Date of Grant. 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, (ii) full payment of the aggregate option price of the Shares as to which the Option is exercised has been made, and (iii) arrangements that are satisfactory

to the Committee in its sole discretion have been made for the Optionee's payment to the Company of the amount, if any, that the Committee determines to be necessary for the Company to withhold in accordance with applicable Federal or state income tax withholding requirements. Pursuant to procedures approved by the Committee, tax withholding requirements, at the option of an Optionee, may be met by withholding Shares otherwise deliverable to the Optionee upon the exercise of an Option. 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 (but with Shares only if permitted by any option agreement or otherwise permitted by the Committee in its sole discretion at the time of exercise) or by a combination of the above. 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.

7. Termination of Option Period. The unexercised portion of an Option shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:

(a) thirty (30) days after the date that Optionee ceases to be a Director regardless of the reason therefor other than as a result of such termination by death of the Optionee;

(b) (i) one year after the date that the Optionee ceases to be a Director by reason of death of the Optionee, or (ii) six months after the Optionee shall die if that shall occur during the thirty-day period described in Subsection 7(a); or

(c) the tenth (10th) anniversary of the Date of Grant of the Option.

8. 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-up, 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, 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) 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.

(c) 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.

9. 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.

10. 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 certificates representing such Shares shall have been issued and delivered to such person. As a condition of any transfer of the certificate for 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 he or she is acquiring the Shares to be issued to him or her 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 legends 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 and are endorsed upon the Share certificates.

Share certificates issued to an Optionee who is a party to any shareholders agreement or a similar agreement shall bear the legends contained in such agreements.

11. Administration of the Plan.

(a) The Plan shall be administered by the Committee consisting of not less than three (3) Directors who are Non-Employee Directors; provided, however, that if no such Committee is appointed, the Board (if a majority of which and a majority of the Directors acting on any matter are Non-Employee Directors) shall administer the Plan and in such case all references to the Committee shall be deemed to be references to the Board.

The Committee shall have all of the powers of the Board with respect to the Plan.

(b) The Committee, from time to time, may adopt rules and regulations for carrying out the purposes of the Plan. The determinations and the interpretation and construction of any provision of the Plan by the Committee shall be final and conclusive.

12. Interpretation.

(a) If any provision of the Plan is held invalid for any reason, such holding shall not affect the remaining provisions hereof, but instead the Plan shall be construed and enforced as if such provision had never been included in the Plan.

(b) THIS PLAN SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

(c) Headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Plan.

(d) Any reference to the masculine, feminine or neuter gender shall be a reference to each other gender as appropriate.

13. Effective Date and Termination Date. The effective date of the Plan is the date set forth below, on which date the Board adopted this Plan. The Plan shall terminate on the tenth anniversary of the effective date.

ADOPTED BY THE BOARD: January 18, 2000

EFFECTIVE DATE: January 18, 2000

NONINCENTIVE STOCK OPTION AGREEMENT  
KIRBY CORPORATION

2000 DIRECTOR STOCK OPTION PLAN

A Nonincentive Stock Option for a total of \_\_\_\_\_ shares of Common Stock, par value \$0.10 per share, of Kirby Corporation (the "Company"), is hereby granted to

(the "Optionee") at the price determined as provided in, and in all respects subject to the terms, definitions and provisions of, the 2000 Director Stock Option Plan for Kirby Corporation (the "Plan"), which is incorporated herein by reference.

1. Option Price. The option price is \$\_\_\_\_\_ for each share, being 100% of the ----- Fair Market Value (as defined in the Plan) of the Common Stock on \_\_\_\_\_, the date the Optionee was first elected as a Director.

2. Exercise of Option. This Option shall be exercisable in whole or in part on or ----- after the Date of Grant as follows:

(i) Method of Exercise. This Option shall be exercisable by a written notice ----- delivered to the Company which shall:

(a) state the election to exercise the Option and the number of shares in respect of which it is being exercised; and

(b) be signed by the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the Optionee, be accompanied by proof, satisfactory to the Company, of the right of such person or persons to exercise the Option.

(ii) Payment. Payment of the purchase price of any shares with respect to which this Option is being exercised shall be by cash, certified or cashier's check, money order, personal check, shares of Common Stock of the Company, or by a combination of the above, delivered to the Company and the exercise shall not be effective until such payment is made. If the exercise price is paid in whole or in part with shares of Common Stock of the Company, the value of the shares surrendered shall be their Fair Market Value on the date received by the Company. The certificate or certificates for shares of Common Stock as to which the Option shall be exercised shall be registered in the name of the person or persons exercising the Option.

(iii) Withholding. Optionee shall make satisfactory arrangements for the ----- withholding of any amounts necessary for withholding in accordance with applicable Federal or State income tax laws.

(iv) Restrictions on Exercise. -----

(a) This Option may not be exercised if the issuance of the shares upon such exercise would constitute a violation of any applicable Federal or State securities or other law or valid regulation. As a condition to the exercise of this Option, the Company may require the person exercising this Option to make any agreements and undertakings that may be required by any applicable law or regulation.

(b) Shares issued upon the exercise of this Option without registration of such shares under the Securities Act of 1933, as amended (the "Act"), shall be restricted securities subject to the terms of Rule 144 under the Act. The certificates representing any such shares shall bear an appropriate legend restricting transfer and the transfer agent of the Company shall be given stop transfer instructions with respect to such shares.

3. Nontransferability of Option. This Option may not be transferred by the Optionee otherwise than by will or the laws of descent and distribution and so long as the Optionee lives, only the Optionee or his guardian or legal representative shall have the right to exercise this Option. The terms of this Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

4. Term of Option. This Option may not be exercised after the expiration of



ten (10) years from the Date of Grant of this Option and is subject to earlier termination as provided in the Plan. This Option may be exercised during such times only in accordance with the Plan and the terms of this Option.

Date of Grant:

KIRBY CORPORATION

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By

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Optionee acknowledges receipt of a copy of the Plan, and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions of the Plan. Optionee hereby agrees to accept as binding, conclusive and final all decision or interpretations of the Committee (as defined in the Plan) upon any questions arising under the Plan.

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Optionee

July 31, 2000

Kirby Corporation  
55 Waugh Drive, Suite 1000  
Houston, Texas 77007

Re: Registration Statement on Form S-8

Gentlemen:

We have acted as counsel to Kirby Corporation, a Nevada corporation (the "Corporation"), in connection with the preparation of the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission on July 31, 2000, under the Securities Act of 1933, as amended (the "Securities Act"), relating to 100,000 shares of the \$0.10 par value common stock (the "Common Stock") of the Corporation that may be issued upon the exercise of option granted or that may be granted under the 2000 Director Stock Option Plan for Kirby Corporation (the "Plan").

You have requested the opinion of this firm with respect to certain legal aspects of the proposed offering. In connection therewith, we have examined and relied upon the original, or copies identified to our satisfaction, of (1) the Articles of Incorporation and the Bylaws of the Corporation, as amended; (2) minutes and records of the corporate proceedings of the Corporation with respect to the establishment of the Plan and the reservation of 100,000 shares of Common Stock to be issued under the Plan and to which the Registration Statement relates; (3) the Registration Statement and exhibits thereto, including the Plan; and (4) such other documents and instruments as we have deemed necessary for the expression of the opinions herein contained. In making the foregoing examinations, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or photostatic copies. As to various questions of fact material to this opinion, and as to the content and form of the Articles of Incorporation, the Bylaws, minutes, records, resolutions and other documents or writings of the Corporation, we have relied, to the extent we deem reasonably appropriate, upon representations or certificates of officers or directors of the Corporation and upon documents, records and instruments furnished to us by the Corporation, without independent check or verification of their accuracy.

Based upon our examination and consideration of, and reliance on, the documents and other matters described above, and subject to the comments and

Kirby Corporation  
July 31, 2000  
Page 2

assumptions noted below, we are of the opinion that the Corporation presently has available at least 100,000 shares of authorized but unissued shares of Common Stock and/or treasury shares of Common Stock. From these shares of Common Stock, the shares of Common Stock proposed to be sold through the Plan may be issued. Assuming that: (i) the outstanding options were duly granted, the options to be granted in the future are duly granted in accordance with the terms of the Plan and the shares of Common Stock to be issued pursuant to the exercise of options are duly issued in accordance with the terms of the Plan, (ii) the Company maintains an adequate number of authorized but unissued shares and/or treasury shares of Common Stock available for issuance to those persons who exercise options, and (iii) the consideration for shares of Common Stock issued pursuant to the exercise of options is actually received by the Company in accordance with the terms of the Plan and exceeds the par value of such shares, then we are of the opinion that the shares of Common Stock issued pursuant to the exercise of options and in accordance with the terms of the Plan, will be duly and validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to references to our firm included in or made a part of the Registration Statement. In giving this consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

JENKENS & GILCHRIST,  
a Professional Corporation

By: /s/ Thomas G. Adler

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Thomas G. Adler

INDEPENDENT AUDITORS' CONSENT

The Board of Directors  
Kirby Corporation

We consent to the use of our reports incorporated herein by reference.

/s/ KPMG LLP  
KPMG LLP

Houston, Texas  
July 31, 2000

INDEPENDENT AUDITORS' CONSENT

We consent to incorporate by reference in the Registration Statement on Form S-8 of Kirby Corporation and consolidated subsidiaries of our report dated February 18, 1998, relating to the consolidated balance sheets of Universal Insurance Company and subsidiaries as of December 31, 1997 and the related consolidated statements of earnings, stockholders' equity and cash flows for the year then ended, which report appears in the December 31, 1999 Annual Report on Form 10-K of Kirby Corporation and consolidated subsidiaries.

/s/ DELOITTE & TOUCHE LLP  
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DELOITTE & TOUCHE LLP

San Juan, Puerto Rico  
July 31, 2000