

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE TETRA TECHNOLOGIES, INC.)
SECURITIES LITIGATION) **Civil Action No. 4:08-CV-00965**
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) **JUDGE KEITH P. ELLISON**
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STIPULATION AND AGREEMENT OF SETTLEMENT

Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Stipulation and Agreement of Settlement (the “Stipulation”) is submitted for the review and approval of the Court for the settlement (the “Settlement”) of the above-referenced action (the “Action”) between the Plaintiff, Fulton County Employees’ Retirement System (“Fulton County”), individually and on behalf of a class (the “Class”) who purchased the common stock of TETRA Technologies, Inc. (“TETRA” or the “Company”) between May 3, 2006 and October 16, 2007 (the “Class Period”), and Geoffrey M. Hertel, George M. McCarroll, Joseph M. Abell and Raymond D. Symens (the “Individual Defendants”) and TETRA (collectively, the “Defendants”).

WHEREAS:

A. The first of two class actions alleging violations of the federal securities laws was filed in April 2008, and pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”) was consolidated with the second action on May 8, 2008.

B. On June 27, 2009, this Court appointed Fulton County lead plaintiff (“Lead Plaintiff”) and appointed Scott+Scott LLP lead counsel (“Lead Counsel”).

C. Lead Plaintiff filed a Consolidated Amended Complaint on August 26, 2008 (the “Complaint”), and on October 27, 2008, Defendants filed a motion to dismiss the Complaint. On July 9, 2009, the Court granted in part and denied in part Defendants’ motion to dismiss.

D. On August 10, 2009, Defendants answered the Complaint, denying that they violated any laws or committed any improper acts and asserting affirmative defenses. Since that time, thousands of documents have been produced in discovery and several depositions have been taken. On May 5, 2010, Lead Plaintiff served its expert report on the issues of loss causation and for class certification.

E. Lead Plaintiff and Defendants, by their counsel, have engaged in discussions and arm’s-length settlement negotiations, which encompassed retaining Robert A. Meyer, Esq. to act as special mediator, preparing and exchanging detailed mediation statements supported by exhibits drawn from the discovery in the Action, and through the participation in a full day

mediation, all with a view to settling the issues in dispute and arriving at a fair and adequate resolution of the Action.

F. Based upon the discovery conducted in this case, Lead Plaintiff and Plaintiff's Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable and adequate to the Class Members and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering (a) the substantial benefits that Plaintiffs and the members of the Class will receive from settlement of the Action, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

G. Defendants deny any and all alleged wrongdoing and this Stipulation is not an admission of any facts on their part with respect to any claim or defense contained in this Action.

H. The parties stipulate that the litigation has been filed by Plaintiffs and defended by Defendants in good faith and with adequate basis in fact under Federal Rule of Civil Procedure 11, that the litigation is being voluntarily settled after advice of counsel, and that the terms of the settlement are fair, adequate and reasonable.

NOW THEREFORE, without any admission or concession on the part of Lead Plaintiff of any lack of merit of the Action, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses by Defendants, it is hereby STIPULATED AND AGREED, by and among the parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Settlement, that all Settled Claims (as defined below) as against the Released Parties (as defined below) shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) “Action” means *In re TETRA Technologies, Inc. Securities Litigation*, Civil Action No. 4:08-cv-0965 (S.D. Tex.), and all cases consolidated therewith.

(b) “Defendants” means TETRA Technologies, Inc., Geoffrey M. Hertel, George M. McCarroll, Joseph M. Abell and Raymond D. Symens.

(c) “Authorized Claimant” means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(d) “Claims Administrator” means Kurtzman Carson Consultants LLC, which shall administer the Settlement.

(e) “Class” and “Class Members” mean, for the purposes of this Settlement only, all persons who purchased the publicly traded common stock of TETRA during the period between May 3, 2006 and October 16, 2007, inclusive, and were damaged as alleged in the Action thereby. Excluded from the Class are Defendants, all officers, directors, partners and affiliates of TETRA at all relevant times, members of Defendants’ immediate families and their legal representatives, heirs, successors or assigns and any entity in which any Defendant has or had a controlling interest, and all shares of TETRA stock owned or acquired, directly or indirectly, by any of them. For purposes of this Settlement, the term “controlling interest” shall include any interest of 5% or more of the stock of any entity. Also excluded from the Class are any putative Class members who exclude themselves by filing a timely request for exclusion in accordance with the requirements set forth in the Notice.

(f) “Class Period” means, for the purposes of this Settlement only, the period of time between May 3, 2006 and October 16, 2007, inclusive.

(g) “Court” means the United States District Court for the Southern District of Texas, the Honorable Keith P. Ellison presiding.

(h) “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in ¶23 below.

(i) “Fee Award” means the amount of attorneys’ fees awarded by the Court to Plaintiff’s Counsel as described in ¶9.

(j) “Final Order” means an order as to which there is no pending appeal, stay, motion for reconsideration or motion to vacate or similar request for relief, and as to which the period of time for a party to appeal or petition for a writ of certiorari has expired. For purposes hereof if no appeal or motion for reconsideration, to vacate, or for similar relief is filed within thirty (30) days after entry by the Court of the order in the District Court, the order shall be deemed to be a Final Order.

(k) “Defendants’ Counsel” means the law firm of Greenburg Traurig LLP.

(l) “TETRA” means TETRA Technologies, Inc.

(m) “Lead Plaintiff” means Fulton County Employees’ Retirement System.

(n) “Notice” means the Notice of Pendency of Class Action and Proposed Certification of the Class and Settlement with Defendants, Motion for Attorneys’ Fees and Settlement Fairness Hearing (the “Notice”), which is to be sent to members of the Class and all other appropriate recipients substantially in the form attached hereto as Exhibit A-1 to Exhibit A.

(o) “Order and Final Judgment” means the proposed order to be entered certifying the Class and approving the Settlement substantially in the form attached hereto as Exhibit B.

(p) “Order for Notice and Hearing” means the proposed order preliminarily certifying the Class and approving the Settlements and directing notice thereof to the Class substantially in the form attached hereto as Exhibit A.

(q) “Plaintiff’s Lead Counsel” means the law firm of Scott+Scott LLP.

(r) “Plan of Allocation” means the plan described in the Notice or any alternate plan approved by the Court for allocation of each Authorized Claimant’s pro rata share of the Net Settlement Fund.

(s) “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2 to Exhibit A.

(t) “Publication Notice” means the summary notice for the proposed certification of the Class and Settlement and for the hearing, for publication substantially in the form attached as Exhibit A-3 to Exhibit A.

(u) “Released Parties” means Defendants and any and all of their past or present partners, principals, employees, predecessors, successors, affiliates, officers, directors, attorneys, agents, insurers, assigns, spouses and heirs.

(v) “Settled Claims” means any and all claims, debts, demands, rights or causes of action or liabilities (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability), whether based on United States federal, state, local, statutory or common law or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether class or individual in nature, including, without limitation, both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action by the Class Members or any of them against any of the Released Parties (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any forum by the Class Members or any of them against any of the Released Parties, which arise out of any of the claims, allegations, activities, press releases or public statements set forth in the Complaint and relate to the purchase, sale, transfer or acquisition of the publicly traded common stock of TETRA during the Class Period, or any actions, representations or omissions that were alleged or might have been alleged to affect the price of any publicly traded common stock of TETRA during the Class Period. The foregoing notwithstanding, “Settled Claims” does not include the claims asserted or alleged in *In re TETRA Technologies Inc. Derivative Litigation*, Case No. 2008-23432 (133d Dist. Ct., Harris County, Tex.).

(w) “Settled Defendants’ Claims” means any and all claims, rights or causes of action or liabilities (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability), whether based on United States federal, state, local, statutory or common law, or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, suspected or

unsuspected, contingent or non-contingent, whether or not concealed or hidden, whether class or individual in nature, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action by the Class Members or any of them against any of the Released Parties (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any forum by the Class Members or any of them against any of the Released Parties, which arise out of any of the claims, allegations, activities, press releases or public statements set forth in the Complaint and relate to the purchase, sale, transfer or acquisition of the publicly traded common stock of TETRA during the Class Period, or any actions, representations or omissions that were alleged or might have been alleged to affect the price of any publicly traded common stock of TETRA during the Class Period. The foregoing notwithstanding, “Settled Defendants’ Claims” does not include any claims relating to those asserted or alleged in *In re TETRA Technologies Inc. Derivative Litigation*, Case No. 2008-23432 (133d Dist. Ct., Harris County, Tex.).

(x) “Settlement” means the settlement described by this Stipulation.

(y) “Settlement Fairness Hearing” means the hearing scheduled by the Court to review the Settlement and determine whether it is fair and should be approved.

(z) “Unknown Claims” means any and all Settled Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants’ Claims which Defendants do not know or suspect to exist in their favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants’ Claims, the Parties stipulate and agree that by operation of the Order and Final Judgment, upon the Effective Date, the Lead Plaintiff and Defendants shall have expressly waived, and each Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settled Defendants’ Claims was separately bargained for and was a key element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Settlement shall be in full and final disposition of the Action against Defendants and any and all Settled Claims as against all Released Parties and any and all Settled Defendants’ Claims.

3. (a) By operation of the Order and Final Judgment, upon the Effective Date of this Settlement, Lead Plaintiff and members of the Class on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns and all persons (now or in the future) acting in concert with, or who purport to act through, such persons, shall have fully, finally and forever waived, released, discharged, dismissed and are forever enjoined and barred from asserting all claims, including, without limitation, each and every Settled Claim against any of the Released Parties in any action or proceeding of any nature. The foregoing applies regardless of whether Lead Plaintiff and/or members of the Class ever seek or obtain any distribution from the Net Settlement Fund; whether Lead Plaintiff and/or members of the Class executed and delivered a Proof of Claim; whether Lead Plaintiff and/or members of the Class filed an objection to the Settlement or to their claim being rejected as provided in this Stipulation, the proposed Plan of Allocation, any application by Lead Counsel for an award of attorneys’ fees and expenses; and whether the claims of such Lead Plaintiff and/or members of the Class have been approved or allowed or such objection has been overruled by the Court.

(b) By operation of the Order and Final Judgment, upon the Effective Date of this Settlement, Defendants and the Released Parties shall release and forever discharge each and every of the Settled Defendants' Claims.

(c) Notwithstanding the provisions of ¶¶3(a) and (b) hereof, in the event that any of the Released Parties asserts against the Lead Plaintiff, any Class Member or their respective counsel, any claim that is a Settled Defendants' Claim, then Lead Plaintiff, such Class Member or counsel shall be entitled to use and assert such factual matters included within the Settled Claims only against such Released Party in defense of such claim but not for the purposes of affirmatively asserting any claim against any Released Party.

(d) Notwithstanding the provisions of ¶¶3(a) and (b) hereof, in the event that the Lead Plaintiff or any member of the Class asserts against any of the Released Parties or their respective counsel any claim that is a Settled Claim, then such Released Party or counsel shall be entitled to use and assert such factual matters included within the Settled Defendants' Claims only against such Lead Plaintiff or Class member in defense of such claim but not for the purposes of affirmatively asserting any claim against Lead Plaintiff or any Class member.

(e) Upon the Effective Date of this Settlement, the Released Parties shall obtain protection barring future claims in accordance with an order and final judgment substantially in the form of Exhibit B.

(f) The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition or event.

THE SETTLEMENT CONSIDERATION

4. Defendants shall pay or cause to be paid \$8.25 million (the "Cash Settlement Amount") into escrow in an interest-bearing account established by and for the benefit of Lead Plaintiff and the Class. The Cash Settlement Amount shall be paid within 30 calendar days after the later of (i) entry by the Court of the Order for Notice and Hearing (or a substantially similar order), or (ii) Plaintiff's Lead Counsel notification to Defendant's Counsel of the wire transfer

instructions, tax identification number associated with the escrow fund and physical address of the bank which will hold the escrow fund. The Cash Settlement Amount and any interest earned thereon shall be the “Gross Settlement Fund.”

5. Lead Plaintiff and Class Members shall look solely to the Cash Settlement Amount as satisfaction of all claims that are released hereunder. Under no circumstances will Defendants be required to pay more than the Cash Settlement Amount pursuant to this Stipulation and the Settlement set forth herein. Lead Plaintiff and Class Members acknowledge that as of the Effective Date, the releases given herein shall become effective immediately by operation of the Order and Final Judgment and shall be permanent, absolute and unconditional.

6. (a) The Gross Settlement Fund, net of any taxes, if any, (as defined below) on the income thereof, shall be used to pay (i) the notice and administration costs referred to in ¶8 hereof, (ii) the attorneys’ fee and expense award referred to in ¶9 hereof, and (iii) the remaining administration expenses referred to in ¶10 hereof and any other attorney and administrative costs, fees, payments or awards subsequently approved by the Court. The balance of the Gross Settlement Fund after the above payments shall be the “Net Settlement Fund,” which shall be distributed to the Authorized Claimants as provided in ¶¶11-13 hereof. Any portions of the Gross Settlement Fund required to be held in escrow prior to the Effective Date shall be held by Boston Private Bank & Trust Co. (the “Escrow Agent”) for the Settlement Fund. The Gross Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be distributed to Authorized Claimants, or returned to Defendants pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in excess of \$100,000 in short term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), and shall collect and reinvest all interest accrued thereon. Any funds held in escrow in an amount of less than \$100,000 may be held in an interest bearing bank account insured by the FDIC. The parties hereto agree that the settlement fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1 and that

the Claims Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. Defendants agree to provide promptly to the Escrow Agent the statement described in Treasury Regulation §1.468B-3(e).

(b) All (i) taxes, if any, on the income of the Gross Settlement Fund and (ii) expenses and costs incurred in connection with the taxation of the Gross Settlement Fund (including, without limitation, expenses of tax attorneys and accountants) (collectively “Taxes”) shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior Order of the Court. Defendants and the Released Parties shall have no liability or responsibility for the payment of any Taxes.

ADMINISTRATION

7. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the Court. The Claims Administrator agrees to be subject to the jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the Gross Settlement Fund pursuant to the terms of this Stipulation. Defendants shall have no responsibility for the administration of the Settlement and shall have no liability to the Class in connection with, as a result of, or arising out of such administration.

8. Plaintiff’s Lead Counsel may pay from the Cash Settlement Amount, without further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of \$120,000 associated with identifying appropriate recipients of the Notice and effecting mail Notice and Publication Notice to the appropriate recipients, and the administration of the Settlements, including without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding notice to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims.

ATTORNEYS' FEES AND EXPENSES

9. Plaintiff's Lead Counsel will apply to the Court for an award from the Gross Settlement Fund of attorneys' fees not to exceed eighteen percent (18%) of the Cash Settlement Amount and reimbursement of expenses, plus interest. Defendants take no position regarding the amount of attorneys' fees payable to Plaintiff's Counsel. Such attorneys' fees, expenses, and interest as are awarded by the Court shall be paid from the Cash Settlement Amount to Plaintiff's Lead Counsel immediately upon award by the Court, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate as is earned by the Gross Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed or return of the Gross Settlement Fund is required consistent with the provisions of ¶24 hereof. Notwithstanding any other provision of this Stipulation to the contrary, the procedure for the allowance (in whole or in part) by the Court of any application by Lead Plaintiff's Counsel for attorneys' fees, costs, and expenses, to be paid out of the Gross Settlement Fund are to be considered by the Court separately and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the award of fees and expenses, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Stipulation and Settlement of the Action.

ADMINISTRATION EXPENSES

10. Plaintiff's Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for an order (the "Class Distribution Order") approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

11. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the "Net Settlement Fund" based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit 1 to Exhibit A, or in such other Plan of Allocation as the Court approves.

12. The Plan of Allocation proposed in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved.

13. Each Authorized Claimant shall be allocated a pro rata share of the Net Settlement Fund based on his or her Recognized Claim compared to the total Recognized Claims of all accepted claimants. This is not a claims-made settlement. Defendants shall not be entitled to the return of any of the settlement monies, or interest earned thereon, once the Settlement becomes final. The Defendants shall have no involvement in reviewing or challenging claims and shall have no responsibility or liability for the determination or allocation of any payments to any Class Members or for any other matters pertaining to the Plan of Allocation.

ADMINISTRATION OF THE SETTLEMENT

14. Any member of the Class who does not submit a valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Amount and, unless the member has opted out of the Class, will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims.

15. The Claims Administrator shall process the Settlement based upon Proofs of Claim which may be submitted in connection with this Settlement, and, after entry of the Class Distribution Order, distribute the Net Settlement Fund to the Authorized Claimants. Except for their obligation to pay the Settlement Amount or cause it to be paid, Defendants shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of

the Net Settlement Fund. Plaintiff's Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Plaintiff's Lead Counsel reasonably deem to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice.

16. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Class Member shall be required to submit a Proof of Claim (*see* attached Exhibit 2 to Exhibit A), supported by such documents as are designated therein, including proof of the transactions claimed and the losses incurred thereon, or such other documents or proof as the Claims Administrator, in its discretion may deem acceptable;

(b) All Proofs of Claim must be submitted by the date specified in the Notice, unless such period is extended by Order of the Court. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), and unless the Class Member has opted out of the Class, shall in all other respects be bound by all of the terms of this Stipulation and the Settlement including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the approved Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the claimant in order to remedy the curable deficiencies in the Proofs of Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all claimants whose Proofs of Claim they propose to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant shall, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiff's Lead Counsel shall thereafter present the request for review to the Court. Class Members involved in such a dispute whose rejection is ultimately upheld by the Court shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), and shall in all other respects be bound by all of the terms of this Stipulation and the Settlement including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims; and

(f) The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Class Distribution Order.

17. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall

be limited to that claimant's status as a Class Member and the validity and amount of the claimant's claim. No discovery shall be allowed to be directed to Defendants or any of the Released Parties, and no discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

18. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, and unless the Member has opted out of the Class, otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims.

19. All proceedings with respect to the administration, processing and determination of claims described by ¶16 of this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

20. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after: (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefore has expired; (iii) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court, all appeals therefrom have been resolved or the time therefore has expired; and (iv) all fees and costs of administration have been paid.

TERMS OF ORDER FOR NOTICE AND HEARING

21. Promptly after this Stipulation has been fully executed, Plaintiff's Lead Counsel and Defendants jointly shall apply to the Court by motion on notice for entry of an Order for

Notice and Hearing, substantially in the form annexed hereto as Exhibit A. Plaintiff's Lead Counsel and Defendants shall jointly request that the postmark deadline for submitting exclusions from this Settlement be set at least 20 calendar days prior to the Settlement Fairness Hearing. Upon receiving any request(s) for exclusion pursuant to the Notice, the Claims Administrator shall promptly notify Plaintiff's Lead Counsel and Defendants' Counsel of such request(s) for exclusion.

TERMS OF ORDER AND FINAL JUDGMENT

22. If the Settlement contemplated by this Stipulation is approved by the Court, Plaintiff's Lead Counsel and Defendants shall request that the Court enter an Order and Final Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION

23. The Effective Date of Settlement shall be the date when all the following shall have occurred:

(a) approval by the Court of the Settlement, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(b) entry by the Court of an Order and Final Judgment, substantially in the form set forth in Exhibit B annexed hereto, and the expiration of any time for appeal or review of such Order and Final Judgment, or, if any appeal is filed and not dismissed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari, or, in the event that the Court enters an order and final judgment in form other than that provided above ("Alternative Judgment") and none of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review.

24. Defendants or Lead Plaintiff, through their respective counsel, shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other parties hereto within thirty (30) days of: (a) the filing of an order pursuant to which the Court declines to enter the Order for Notice and Hearing in any

material respect; (b) the Court files an order refusing to approve this Stipulation or any material part of it; (c) the Court files an order declining to enter the Order and Final Judgment in any material respect; (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (e) the date upon which an Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. Notwithstanding this paragraph, the Court's determination as to the attorneys' fees and expenses to be awarded to Class Counsel shall not provide grounds for termination of the Stipulation or Settlement

25. If prior to the Settlement Hearing, any Persons who otherwise would be Class Members have timely requested exclusion ("Requests for Exclusion") from the Class in accordance with the provisions of the Order for Notice and Hearing and the Notice given pursuant thereto, and such Persons in the aggregate purchased or otherwise acquired a number of shares of TETRA common stock during the Class Period in an amount greater than the sum specified in a separate Supplemental Stipulation between the Parties, Defendants shall have, in their sole and absolute discretion, the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Stipulation. Plaintiff shall have the right to seek a retraction of any excluded shares pursuant to ¶4 of the Supplemental Stipulation. The Supplemental Stipulation will not be filed with the Court unless and until a dispute among the Settling Parties concerning its interpretation or application arises. Copies of all Requests for Exclusion received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to Defendants' counsel within five (5) business days of receipt by the Plaintiff's Lead Counsel but in any event no later than five (5) business days before the Settlement Hearing.

26. Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, vacated, or fails to become effective for any reason, then the parties to this Stipulation shall be deemed to have reverted to their respective status in the Action as of the date of this Stipulation and, except as otherwise expressly provided, the parties shall proceed in all

respects as if this Stipulation and any related orders had not been entered, and any portion of the Cash Settlement Amount previously paid by or on behalf of Defendants, together with any interest earned thereon (and, if applicable, re-payment of any attorneys' fee and expense award referred to in ¶9 hereof), less any taxes due with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Settlement Amount (not to exceed \$120,000 without the prior approval of Defendants or the Court) shall be returned to Defendants.

NO ADMISSION OF WRONGDOING

27. Defendants deny that they have committed any act or omission giving rise to any liability and/or violation of law, and state that they are entering into this Settlement to eliminate the burden and expense of further litigation. This Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it:

(a) shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by any of the Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

(b) shall not be offered or received against Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendants;

(c) shall not be offered or received against Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this

Stipulation is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or any of the Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund.

(f) shall not be used, described, portrayed or referred to by Lead Plaintiff, Class Members or Plaintiff's Counsel for any purpose other than to effectuate the provisions of the Stipulation, and in no event in a manner inconsistent with the terms and provisions of the Stipulation and its exhibits.

This paragraph 27 shall survive the termination of this Stipulation.

MISCELLANEOUS PROVISIONS

28. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

29. Upon final approval of the Settlement, all parties to the Stipulation of Settlement agree to abide by the provisions in ¶15 of the Order Governing the Production of Confidential or Privileged Information, issued on September 21, 2009, regarding the return or destruction of Confidential Information.

30. Defendants warrant as to themselves that, as to the payments made by or on behalf of them, at the time of such payment that Defendants made or caused to be made pursuant to ¶4 above, they were not insolvent nor will the payment required to be made by or on behalf of them render Defendants insolvent within the meaning of and/or for the purposes of the United

States Bankruptcy Code, including §§101 and 547 thereof. This warranty is made by Defendants and not by Defendants' Counsel.

31. The Parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the Released Parties with respect to the Settled Claims. Accordingly, Lead Plaintiff and Defendants agree not to assert in any forum that the litigation was brought by Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

32. This Stipulation may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all Parties hereto.

33. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

34. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation.

35. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

36. This Stipulation and its exhibits constitute the entire agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

37. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that

counsel for the Parties to this Stipulation shall exchange among themselves original signed counterparts.

38. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

39. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of Texas, without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

40. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties and all parties have contributed substantially and materially to the preparation of this Stipulation.

41. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

42. Plaintiff's Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Order for Notice and Hearing, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the District Court of the Settlement.

Dated: July 21, 2010

Respectfully submitted,

By: David R. Scott/a
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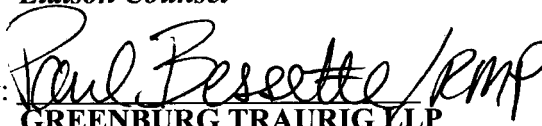
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Liaison Counsel

Dated: July 21 2010

By: 
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***Counsel for defendants Tetra
Technologies, Inc., Geoffrey M. Hertel,
George M. McCarroll, Joseph M. Abell
and Raymond D. Symens***

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE TETRA TECHNOLOGIES, INC.)
SECURITIES LITIGATION) **Civil Action No. 4:08-CV-00965**
)
) **JUDGE KEITH P. ELLISON**
)
)
)
)

**ORDER FOR NOTICE OF HEARING IN CONNECTION WITH
SETTLEMENT PROCEEDINGS**

WHEREAS, on July 21, 2010, the parties to the above-entitled action (the “Action”) entered into a Stipulation and Agreement of Settlement (the “Stipulation”) which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Complaint on the merits and with prejudice as against the Defendants; and the Court having read and considered the Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____, 2010 that:

1. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this Action is hereby certified as a class action on behalf of all persons who purchased the publicly traded common stock of TETRA Technologies, Inc., (“TETRA”) during the period between May 3, 2006 and October 16, 2007, inclusive, and were damaged as alleged in the Action thereby. Excluded from the Class are Defendants, all officers, directors, partners and affiliates of TETRA at all relevant times, members of Defendants’ immediate families and their legal representatives, heirs, successors or assigns and any entity in which any Defendant has or had a controlling interest, and all shares of TETRA stock owned or acquired, directly or indirectly, by any of them. For purposes of this Settlement, the term “controlling interest” shall include any interest of 5% or more of the stock of any entity.

2. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the named representatives are typical of the claims of the Class they seek to represent; (d) Lead Plaintiff will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any

questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead Plaintiff Fulton County Employees' Retirement System is certified as Class Representative.

4. A hearing (the "Settlement Fairness Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2010, at _____:_____.m. for the following purposes:

(a) to finally determine whether this Action satisfies the applicable prerequisites for class action treatment under Rule 23(a) and (b) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Complaint filed herein, on the merits and with prejudice, as against the Defendants only and to determine whether the release by the Class of the Settled Claims, as set forth in the Stipulation, should be provided to the Released Parties;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable, and should be approved by the Court;

(e) to consider Plaintiff's Counsel's application for an award of attorneys' fees and expenses; and

(f) to rule upon such other matters as the Court may deem appropriate.

5. The Court reserves the right to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Stipulation and dismissing the Complaint on the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

6. The Court approves the form, substance and requirements of the Notice of Pendency of Class Action and Proposed Settlement with Defendants, Motion for Attorneys' Fees and Settlement Fairness Hearing (the "Notice") and the Proof of Claim form, annexed hereto as Exhibits 1 and 2 respectively.

7. The Court approves the appointment of Kurtzman Carson Consultants LLC, as the Claims Administrator. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, on or before _____, 2010, to all Class Members who can be identified with reasonable effort. TETRA shall promptly make its transfer records and shareholder information available to the Claims Administrator for the purpose of identifying and giving notice to the Class. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased TETRA publicly traded common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed within seven (7) days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners, or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notices and Proofs of Claim to beneficial owners. Plaintiff's Lead Counsel shall, at or before the Settlement Fairness Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

8. The Court approves the form of Publication Notice of the pendency of this class action and the proposed settlement in substantially the form and content annexed hereto as

Exhibit 3 and directs that Plaintiff's Lead Counsel shall cause the Publication Notice to be published in *The Wall Street Journal* within ten days of the mailing of the Notice. Plaintiff's Lead Counsel shall, at or before the Settlement Fairness Hearing, file with the Court proof of publication of the Publication Notice.

9. The form and content of the Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7), and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

10. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with all of the terms and conditions set forth in the Stipulation, each Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim (the "Proof of Claim"), substantially in the form attached hereto as Exhibit 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than _____, 2010. Such deadline may be further extended by Court Order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice.

(b) The Proof of Claim submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker

confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Plaintiff's Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Settled Claims as provided in the Stipulation.

11. Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make such exclusion request shall mail the request in written form by first class mail postmarked no later than _____, 2010 to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Class in the *TETRA Technologies, Inc., Securities Litigation*, and must be signed by such person. Such persons requesting exclusion are also directed to state: the date(s), price(s), and number(s) of shares of all purchases and sales of TETRA securities during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

12. Class Members requesting exclusion from the Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

13. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the award of attorneys' fees and reimbursement of expenses only if such comments or objections and any supporting papers are filed in writing with the Clerk of the

Court, United States District Court for the Southern District of Texas, United States Courthouse, 515 Rusk Avenue, Houston, TX 77002, and copies of all such papers are served, on or before _____, 2010, upon each of the following: David R. Scott, Esq., Scott+Scott LLP, 156 South Main Street, Colchester, CT 06415 on behalf of the Lead Plaintiff and the Class; and Paul Bessette, Esq., Greenburg Traurig LLP, 300 West Sixth, Suite 2050, Austin, TX 78701 on behalf of the Defendants. Attendance at the hearing is not necessary. However, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or counsel's application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. Class Members do not need to appear at the hearing or take any other action to indicate their approval of the Settlement.

14. Pending final determination of whether the Settlement should be approved, Lead Plaintiff, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Settled Claims against any Released Party.

15. As provided in the Stipulation, Plaintiff's Lead Counsel may pay the Claims Administrator the reasonable and customary fees and costs associated with giving notice to the Class and the review of claims and administration of the Settlement out of the Cash Settlement Amount without further order of the Court.

16. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiff's Lead Counsel or the Defendants elect to terminate the Settlement, then, in any such event, the Stipulation, including any amendment(s) thereof, and this Preliminary Order certifying the Class and the Class Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be

introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed before the Stipulation was executed.

17. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: _____

UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE TETRA TECHNOLOGIES, INC.)
SECURITIES LITIGATION) **Civil Action No. 4:08-CV-00965**
)
) **JUDGE KEITH P. ELLISON**
)
)
)
)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED THE PUBLICLY TRADED COMMON STOCK OF TETRA TECHNOLOGIES, INC. (“TETRA”) BETWEEN MAY 3, 2006 AND OCTOBER 16, 2007, INCLUSIVE (“CLASS PERIOD”), YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer.

The Settlement will provide a Settlement Fund of \$8.25 million in cash (the “Settlement Fund”) to pay claims of investors who suffered alleged damages from transactions of TETRA publicly traded common stock between May 3, 2006 and October 16, 2007, inclusive. Lead Plaintiff for the class estimates that there were approximately 44.2 million TETRA common shares publicly traded one or more times during the Class Period that may have been damaged as alleged in the Action. Lead Plaintiff estimates that if claims are filed on behalf of 100% of these shares, then the Settlement represents an estimated average recovery of \$0.19 per share. This recovery figure is an estimate and is before deduction of the cost of notice and administration of the Settlement, attorneys’ fees and expenses. Your actual recovery, if any, will vary depending on your purchase price and sale price, the dates of your purchase and/or sale and the number of shareholders that file Proof of Claim and Release forms. See Question 8 below for a more detailed explanation.

Lead Plaintiff’s Counsel intend to ask the Court to award them attorneys’ fees not to exceed 18% of the Settlement Fund, along with reimbursement of out-of-pocket expenses, including expert fees, in an amount not to exceed \$557,928.76. If the Court awards 18% of the Settlement Fund as attorneys’ fees, together with reimbursement of out-of-pocket expenses, the impact will affect the per damaged share recovery by an estimated amount of -\$0.05. Lead Plaintiff’s Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and have advanced the expenses of the litigation in the

expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' counsel to be awarded a percentage of the Settlement Fund as their attorneys' fees.

The Settlement resolves a lawsuit concerning whether during the Class Period, Defendants knowingly and/or recklessly disseminated materially false and misleading statements or made material omissions concerning the business operations and financial condition of TETRA. The lawsuit alleges that as a result of these alleged misrepresentations and omissions, the prices of TETRA stock during the Class Period were artificially inflated. The parties disagree on both liability and damages. The issues on which the parties disagree also include (a) the amount by which the price of TETRA stock was allegedly artificially inflated (if at all) during the Class Period; (b) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading price of TETRA stock at various times during the Class Period; and (c) whether the statements made or facts allegedly omitted in violation of law were material or otherwise actionable under the federal securities laws. Lead Plaintiff's Counsel considered that there was a substantial risk that Lead Plaintiff and the Class might not have prevailed on all their claims and that there were risks that the decline in the price of TETRA stock could be attributed, in whole or in part, to other factors. Therefore, Lead Plaintiff and the Class could have recovered nothing or substantially less than the amount of the Settlement. The Defendants deny that they are liable to Lead Plaintiff or the Class and deny that Lead Plaintiff or the Class have suffered any damages. Lead Plaintiff's Counsel believe this Settlement is in the best interests of the Class considering the risks posed by further litigation. See Question 4 below for further explanation.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT
(DESCRIBED HEREIN)**

SUBMIT A CLAIM FORM	The only way to get a payment from the Settlement Fund.
EXCLUDE YOURSELF	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against TETRA concerning the legal claims being released by this Settlement.
OBJECT BUT REMAIN IN THE SETTLEMENT	Submit written objection to any aspect of the Settlement to the Court and also submit a Claim Form.
GO TO A HEARING	A hearing will be held on _____, 2010 and is open to the public. To speak in Court, however, you need to give advance written notice to the Court and to the parties.

DO NOTHING	Receive no payment. Give up your right to object to the Settlement, or any part of it, or to request exclusion from the Settlement.
------------	---

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement, after appeals are resolved if any are filed, and after the claims are processed. Please be patient.

Further information regarding this Settlement may be obtained by contacting Lead Plaintiff's Counsel, David R. Scott, Esq., Scott+Scott LLP, 156 South Main Street, PO Box 192, Colchester, CT 06415 (860) 537-5537.

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BASIC INFORMATION

1. Why did I receive this notice package?

The Court authorized this notice to be sent to you because you or someone in your family may have purchased or acquired TETRA common stock between May 3, 2006 and October 16, 2007, inclusive (the “Class Period”). The Court in charge of the case is the United States District Court for the Southern District of Texas and the case is known as *In re TETRA Technologies, Inc. Securities Litigation*, Case No. 4:08-CV-00965 (S.D. Texas). The people who brought this lawsuit are called “Plaintiffs,” and the particular plaintiff chosen to litigate the claims in this case, Fulton County Employees Retirement System (“Fulton County”), is called the “Lead Plaintiff.” Fulton County is also the “Class Representative,” which means it represents your interests as a class member as well as its own. The company and individuals they sued – TETRA Technologies, Inc., Geoffrey M. Hertel, George M. McCarroll, Joseph M. Abell and Raymond D. Symens – are called the “Defendants.”

The Court authorized this notice to be sent to you because you have a right to know about the proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and resolves any objections that may be filed in opposition to the Settlement, as explained below, and if any appeals are resolved, then an administrator appointed by the Court will distribute the payments that the Settlement permits. You may track the progress of the Settlement by visiting www.tetratechnologiesincsecuritieslitigation.com. **This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to obtain them.**

2. What is this lawsuit about?

The lawsuit claims that Defendants issued false and misleading statements about TETRA’s hurricane insurance coverage and earnings and prospects during the Class Period, in press releases and other documents which made TETRA appear to be more successful than it was and which artificially increased the price of TETRA’s stock that was purchased by the investors in this case. This lawsuit alleges that when investors learned the truth, the price of TETRA stock dropped, which caused losses to Lead Plaintiff and the other investors in the Class.

This lawsuit began on March 27, 2008. By Order dated June 27, 2008, the Court appointed Fulton County as Lead Plaintiff and approved its selection of Scott+Scott LLP as Lead Plaintiff’s Counsel for the Class. A Consolidated Amended Class Action Complaint (the “Complaint”) was filed on August 26, 2008, and on August 10, 2009 Defendants answered by denying that the claims made in the Complaint had merit.

The claims and the amounts of investors’ losses are sharply disputed. Defendants have denied and continue to deny each claim and contention alleged against them. Defendants have asserted at all times that they acted properly and in compliance with the federal securities laws that apply to this case.

While Fulton County believes that it can prove that the Defendants were not fully truthful about the insurance and that Defendants’ statements caused the asserted changes in TETRA’s stock price, it recognizes that a jury might find that the Defendants’ position are

correct and that they did not violate the securities laws, or did not cause investors losses, or that the losses that resulted, if any, were much less than those asserted.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Fulton County) sue on behalf of persons who have similar claims. All these persons and/or entities are referred to collectively as a Class, and are referred to individually as Class Members. Bringing a case such as this as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of Lead Plaintiff and the Class, or Defendants. Instead, Lead Plaintiff and Defendants have agreed to settle the lawsuit. The parties retained the services of Robert A. Meyer, Esq., as mediator for this action. The Settlement was the product of extensive arms-length negotiations with the assistance of this respected mediator.

Lead Plaintiff has agreed to settle the lawsuit based on the risks that would be involved in a trial and its conclusion that the proposed Settlement is fair, reasonable and adequate and serves the best interests of the Class Members. Counsel for Lead Plaintiff has determined that by settling, the cost and risks of a trial will be avoided, while at the same time providing compensation to the Class. Lead Plaintiff and Lead Plaintiff's Counsel believe that the Settlement is best for all Class Members.

As described above, Lead Plaintiff and Defendants do not agree regarding the merits of Lead Plaintiff's allegations with respect to liability or the amount of damages, if any, that would be recoverable if Lead Plaintiff were to prevail on each claim asserted. The issues on which the parties disagree include: (1) whether Defendants made any false and misleading statements; (2) whether the statements made were materially false when made, or are otherwise actionable under the federal securities laws; (3) whether Lead Plaintiff could establish loss causation for any misleading statements; (4) whether and to what extent, if at all, the Class was damaged; (5) the appropriate economic model for determining the amount by which TETRA common stock was allegedly artificially inflated (if at all) during the Class Period; (6) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading (if at all) influenced and artificially inflated (if at all) the trading price of TETRA common stock at various times during the Class Period; (7) the extent to which external factors influenced the trading price of TETRA common stock at various times during the Class Period; and (8) whether, and to what extent, factors other than the misrepresentations that Lead Plaintiff alleged caused TETRA's common stock prices to drop.

Although Lead Plaintiff's Counsel were prepared to defend against summary judgment and go to trial, and were confident in the merits of their case, Lead Plaintiff's Counsel recognize that the claims may not have survived summary judgment and that trial is a risky proposition and Lead Plaintiff and the Class may not have prevailed on all, or any, of their claims. In addition, Lead Plaintiff's Counsel believe that this Settlement provides a substantial recovery to the Class Members and that the Class may not have obtained a greater recovery if the case had gone to trial.

Defendants continue to deny liability and deny that Lead Plaintiff and the Class Members were damaged. These disputes regarding both the merits of the Action and the damages would be subject to expert testimony and, therefore, it would be impossible to predict with certainty which of the parties' arguments would find favor with the Court in a summary judgment context or with the jury at trial. In a trial, Lead Plaintiff could have recovered nothing or substantially less than the amount of the Settlement. Further, even assuming that Lead Plaintiff could have won at trial, any verdict would inevitably be the subject of appeal and the recovery to Class Members would have remained uncertain and been further delayed.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Everyone who fits the following description, and is not excluded by the definition of the Class, is a Class Member: All persons or entities who purchased TETRA publicly traded common stock between May 3, 2006 and October 16, 2007, inclusive (the "Class Period") and were damaged as alleged in the action thereby. See Question 6 for more information.

6. Are there exceptions to being included?

You are not a Class Member if you are a Defendant in this lawsuit. The Class also excludes members of the immediate family of each of the Individual Defendants, any parent, subsidiary, affiliate, officer or director of TETRA, any entity in which any excluded person had a controlling interest, the legal representatives, heirs, successors, spouses and assigns of any excluded person. See Question 5 for more information.

Also, if you exclude yourself from the Class, as described below, you are not a part of the Class. If one of your mutual funds owns TETRA stock, that alone does not make you a Class Member. You are a Class Member only if you purchased or acquired TETRA publicly traded common stock during the Class Period. Contact your broker to see if you hold or held TETRA common stock during the Class Period.

To be a Member of the Class, you must have purchased or acquired TETRA publicly traded common stock during the Class Period. The U.S. Supreme Court has interpreted the federal law that forms the basis of the lawsuit as limiting damages to persons who sustained losses caused by the revelation of previously withheld information. As a practical matter, this means that only Members of the Class who acquired and held positions in TETRA common stock during the Class Period sustained damages.

7. I'm still not sure if I am included.

If you are still not sure whether you are included in the Class, you may ask for free help by calling 1-866-XXX-XXXX for more information. Alternatively, you may fill out and return the claim form attached to this notice, described in Question 9, to see if you qualify.

THE SETTLEMENT BENEFITS - WHAT YOU GET

8. What does the Settlement provide?

The terms of the proposed Settlement are summarized below, and the full Settlement terms are contained in a Stipulation and Agreement of Settlement (the “Stipulation”) dated _____, 2010. You can obtain a copy of the Stipulation by writing to Lead Plaintiff’s Counsel: David R. Scott, Esq., Scott+Scott LLP, 156 South Main Street, PO Box 192, Colchester, CT 06415 (860) 537-5537, or by visiting www.tetratechnologiesincsecuritieslitigation.com.

The proposed Settlement calls for Defendants to create a Settlement Fund in the amount of \$8.25 million. Lead Plaintiff estimates there were approximately 44.2 million TETRA common shares allegedly damaged during the Class Period, and that the average recovery per allegedly damaged share is \$0.19 before the accrual of interest, the payment of taxes on accrued interest, if any, and the deduction of Court-awarded attorneys’ fees and expenses, and costs of notice and claims administration. If you are a Class Member, you may receive more or less than this average amount depending on: (1) the number of valid claims submitted; (2) the price paid for the common stock; (3) whether you sold your common stock; and (4) the date and amount you received upon sale. For purposes of the Settlement, your distribution from the Net Settlement Fund (the Settlement Fund less taxes owed, costs of notice and claims administration, attorneys’ fees and expenses as awarded by the Court) will be governed by the proposed Plan of Allocation described in this notice, or such other Plan of Allocation as may be approved by the Court.

HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

9. How can I obtain a payment?

To qualify for payment, you must submit a claim form (“Proof of Claim”) to the Claims Administrator. A claim form is attached to this notice. You may also obtain a claim form on the Internet at www.tetratechnologiesincsecuritieslitigation.com. Read the instructions carefully, fill out the form, include all the required documents, sign it, and mail it to the address provided, postmarked no later than _____, 2010 to the Claims Administrator as follows:

TETRA Technologies, Inc., Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241-XXXXX

The Claims Administrator will process your claim and advise you if you are an “Authorized Claimant” – meaning that your claim satisfies the requirements approved by the Court.

10. When could I receive my payment?

The Court will hold a hearing on _____, 2010 to decide whether to approve the Settlement. Even if Judge Ellison approves the Settlement, it may take more than a year before the Settlement Fund is distributed to the Class Members because there may be appeals that

would delay the implementation of the Settlement and resolving the appeals can take time, which can exceed a year. The other reason that it may take more than a year for the Settlement Fund to be distributed is that once the Settlement has been approved, and any appeals are resolved, the Claims Administrator must process all of the Proof of Claim forms. The processing by itself is a very complicated process and will take many months. Please be patient.

11. What am I giving up to receive a payment or stay in the Class?

Unless you exclude yourself by following the procedures outlined below, you will remain in the Class. That means that, upon the Effective Date, you will release all Settled Claims, against all Released Parties (as defined below). It also means that all of the Court's orders will apply to you and legally bind you.

“Released Parties” means Defendants and any and all of their past or present partners, principals, employees, predecessors, successors, affiliates, officers, directors, attorneys, agents, insurers, assigns, spouses and heirs.

“Settled Claims” means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on United States federal, state, local, statutory or common law or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether class or individual in nature, without limitation, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action by the Class Members or any of them against any of the Released Parties (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any forum by the Class Members or any of them against any of the Released Parties, which also arise out of, relate to, or are based on any of the claims, allegations, activities, press releases or public statements set forth in the Complaint and relate to the purchase, sale, transfer or acquisition of the publicly traded common stock of TETRA during the Class Period, or any actions, representations or omissions that were alleged or might have been alleged to affect the price of any publicly traded common stock of TETRA during the Class Period. The foregoing notwithstanding, “Settled Claims” does not include the claims asserted or alleged in *In re TETRA Technologies Inc. Derivative Litigation*, Cause No. 2008-23432 (133d Dist. Ct., Harris County, Tex.).

“Unknown Claims” means any and all Settled Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which Defendants do not know or suspect to exist in their favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the Parties stipulate and agree that by operation of the Order and Final

Judgment, upon the Effective Date, the Lead Plaintiff and Defendants shall have expressly waived, and each Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement in *In re TETRA Technologies, Inc. Securities Litigation*, Case No. 4:08-CV-00965 (S.D. Texas). Be sure to include your name, address, telephone number, proof of the number of shares you purchased and sold during the Class Period, and your signature. Your exclusion request must be postmarked no later than _____, 2010 and sent to the Claims Administrator as follows:

TETRA Technologies, Inc. Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241-XXXX

You cannot exclude yourself by phone or by e-mail. If you ask to be excluded, you will not receive a Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

13. If I don't exclude myself, can I sue the Defendants for the claims being released in this Settlement?

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit,

speak to your lawyer in that case immediately. You must exclude yourself from the Class to bring or to continue your own lawsuit. Remember, the exclusion deadline is _____, 2010.

14. If I exclude myself, can I obtain money from this Settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, if you exclude yourself, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of Scott+Scott LLP to represent you and other Class Members. This law firm is called Lead Plaintiff's Counsel or Class Counsel. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Lead Plaintiff's Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis and have advanced the expenses of the litigation in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. In this type of litigation, it is customary for counsel to be awarded a percentage of a recovery as their attorneys' fees and reimbursement of their out-of-pocket expenses. Therefore, Lead Plaintiff's Counsel will file a motion asking the Court at the Fairness Hearing (see Question 19, below) to make an award of attorneys' fees in an amount of not more than 18% of the Settlement Fund and reimbursement of litigation expenses, including expert fees, not to exceed \$557,928.76. The Court may award less or more than these amounts. These amounts will come out of the Settlement Fund. Defendants have stated that they take no position regarding these fees and expenses. If the Court awards 18% of the Settlement Fund as attorneys' fees and reimbursement of out-of-pocket expenses as set forth above, it will affect the per damaged share recovery by an estimated amount of -\$0.05 per share.

OBJECTING TO THE SETTLEMENT

17. How do I make any objections I may have to the Settlement?

If you are a Class Member, you may object to the Settlement, any part of the Settlement, or the request for attorneys' fees and reimbursement of expenses. You may state why you think the Court should not approve any part of the Settlement. The Court will consider your views. To object, you must send a written objection stating that you object to the Settlement in *In re TETRA Technologies, Inc. Securities Litigation*, Case No. 4:08-CV-00965 (S.D. Texas). Be sure to include your name, address, telephone number, your signature, proof of the number of TETRA common shares subject to this settlement that you purchased and sold during the Class Period,

and the reasons why you object to the Settlement or any part of the Settlement. Be sure to mail the objection to each of the three places stated below, postmarked no later than _____, 2010:

COURT	LEAD PLAINTIFFS' COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court United States District Court Southern District of Texas 515 Rusk Ave., Rm 3716 Houston, TX 77208	David R. Scott Scott+Scott LLP 156 South Main St. PO Box 192 Colchester, CT 06415	Paul R. Bessette Greenburg Traurig LLP 300 West Sixth, Suite 2050 Austin, TX 78701

By filing any objection, the objector consents to being deposed in his or her district of residence prior to the Fairness Hearing.

18. What is the difference between objecting to the Settlement and requesting exclusion from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You may object only if you stay in the Class. By excluding yourself from the Settlement, you are stating that you don't want to be part of the Class. If you exclude yourself from the Settlement, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing at __: __m. on _____, 2010, at the United States District Court for the Southern District of Texas, 515 Rusk Ave., Room 3716, Houston, TX 77208. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Ellison will listen to Class Members (or their counsel) who have submitted written objections and written indication(s) of their intention to appear and speak at the hearing, as long as they are postmarked no later than _____, 2010, and mailed to the three different places listed in the chart following Question 17, above. The Court may also decide how much to award Lead Plaintiff's Counsel for attorneys' fees and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Lead Plaintiff's Counsel will answer questions Judge Ellison may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend to speak in support of any written objection that you mailed on time, but it is not necessary. You may do so as long as you have followed the instructions set forth in the answer to Question 21, below.

21. May I speak at the hearing?

If you are a Class Member and have submitted a written objection to the Settlement or the motion of Lead Plaintiff's Counsel for attorneys' fees and expenses, and follow the instructions set out in response to Questions 17 and 19 above, you (or your counsel) may speak at the Fairness Hearing in support of your objection. To do so, along with your written objection, you must send a letter stating that it is your "Notice of Intention to Appear in *In re TETRA Technologies, Inc. Securities Litigation*, Case No. 4:08-CV-00965 (S.D. Texas)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____, 2010, and be sent to the Court, Lead Plaintiff's Counsel, and Defendants' Counsel, at the addresses listed in Question 17. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not receive any money from the Settlement. But if you are a Member of the Class, unless you exclude yourself from the Settlement, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Stipulation. You may obtain a copy of the Stipulation by visiting: www.tetratechnologiesincsecuritieslitigation.com.

24. How do I get more information?

You may call 1-866-XXX-XXXX toll free; write to the Claims Administrator, *TETRA Technologies, Inc. Securities Litigation*, Kurtzman Carson Consultants LLC, P.O. Box XXXX, Jacksonville, FL 32241-XXXX; or visit the website at www.tetratechnologiesincsecuritieslitigation.com where you will find answers to common

questions about the Settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

[THIS ENTIRE SECTION IS SUBJECT TO REVIEW]

UNDERSTANDING YOUR PAYMENT - THE PLAN OF ALLOCATION

(You do not need to make any of these calculations yourself. The Claims Administrator will make all of these calculations for you.)

A. Defendants have agreed to pay \$8,250,000 in cash. Lead Plaintiff's damages expert estimates that there were approximately 44.2 million shares of the common stock of TETRA Technologies, Inc. publicly traded one or more times during the Class Period which may have been damaged. As discussed below, claims were asserted under the Securities Exchange Act of 1934 (the "Exchange Act"). Lead Plaintiff's damages expert estimates that the average recovery per damaged share under the Settlement is \$0.19 per damaged TETRA share for Class Members before deduction of Court-awarded attorneys' fees and expenses and the costs of administration. A Class Member's actual recovery will be determined in accordance with the Plan of Allocation which is approved by the Court. The Court may change the Plan of Allocation described below.

B. After approval of the Settlement by the Court, and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund will be distributed to Authorized Claimants in accordance with the Plan of Allocation. If any funds remain in the Net Settlement Fund because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be redistributed to Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such redistribution based on their Recognized Claim, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution, if in the opinion of Lead Plaintiff's Counsel such redistribution would be cost-effective. If any funds shall remain in the Net Settlement Fund after six (6) months after such redistribution, or if redistribution is not made because it was deemed not cost effective, then such balance shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s) designated by Lead Plaintiff's Counsel after notice to the Court and subject to direction, if any, by the Court.

C. The Settlement Fund will be distributed as follows:

(i) First, to pay all federal, state, and local taxes on any income earned by the Settlement Fund and to pay the reasonable costs incurred in connection with determining the amount of, and paying, taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants);

(ii) To pay costs and expenses in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members;

(iii) To reimburse plaintiffs' counsel for the costs and expenses they incurred in commencing and prosecuting the Action, with interest on such money, if and to the extent allowed by the Court;

(iv) To pay plaintiffs' counsel's attorneys' fees, with interest on such amount, to the extent allowed by the Court; and

(v) To compensate Authorized Claimants with the balance of the Net Settlement Fund in accordance with the Plan of Allocation, subject to an Order of the Court approving the Settlement and the Plan of Allocation (or such other allocation plan as the Court may approve), and subject to such Order's becoming Final (meaning that the time for appeal or appellate review of the Order granting final approval has expired, or, if the Order is appealed, that the appeal is either decided without causing a material change in the Order or is upheld on appeal and no longer subject to appellate review by further appeal or writ of certiorari).

D. The Net Settlement Fund will not be distributed until the Court has approved a Plan of Allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

E. Defendants are not entitled to get back any portion of the Settlement Fund once the Court's Order approving the Settlement becomes Final. Defendants have no liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

F. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination as to the Plan of Allocation will not affect the Settlement, if approved.

G. Only those Class Members who purchased TETRA common stock during the Class Period **AND WERE DAMAGED**, as set forth below, will be eligible to share in the distribution of the Net Settlement Fund.

H. The Court has reserved continuing jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

I. The Court has also reserved the right to modify the Plan of Allocation without further notice to Class Members. Any Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, www.tetratechnologiesincsecuritieslitigation.com.

J. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, or the Claims Administrator or other agent designated by Lead Plaintiff's Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Lead Plaintiff, Defendants, their respective counsel, and all other Releasees shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund, if any, or any losses incurred in connection therewith.

K. A "Recognized Loss Amount" will be calculated for each of a Claimant's purchases of TETRA common shares listed in the Proof of Claim form, and for which adequate documentation is provided. The calculation of the Recognized Loss Amount will depend upon several factors, including (i) when the shares were purchased and (ii) whether they were held until one of the two disclosure dates (August 3, 2007 or October 16, 2007) or to the conclusion of the Class Period or (iii) sold during the Class Period, and if so, when they were sold. The total

of a Claimant's Recognized Loss Amounts, subject to adjustment for market gain or loss, shall be the Claimant's Recognized Claim.

L. **Information Required on the Proof of Claim Form:** Each Proof of Claim form must state and provide sufficient documentation for each Authorized Claimant's position in TETRA common shares as of the close of trading on May 2, 2006, the day before the first day of the Class Period, and the closing position in TETRA common shares as of the close of trading on October 16, 2007, the last day of the Class Period. Each Proof of Claim form also must list and provide sufficient documentation for all transactions in this security as set forth in the Proof of Claim.

M. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Class Members who suffered economic losses as a result of the alleged fraud, as opposed to losses caused by market and industry factors or Company-specific factors not related to the alleged fraud. The Plan of Allocation reflects Lead Plaintiff's damages expert's analysis undertaken to that end, including a review of publicly available information regarding TETRA and statistical comparisons of the price movements of the TETRA common stock with the price performance of relevant market and industry indices during the Class Period (May 3, 2006 – October 16, 2007). Lead Plaintiff and Lead Plaintiff's Counsel, in consultation with Lead Plaintiff's damages expert, have estimated the artificial inflation in each TETRA share purchased during the Class Period¹ based on date of purchase, as reflected in the table below.

5/3/06-1/2/07	\$0.08
1/3/07-8/2/07	\$0.69
8/3/07-10/15/07	\$0.64
10/16/07 and thereafter	\$0.00

N. The Plan of Allocation generally measures the amount of loss that a Class Member can claim under the Settlement for the purpose of making *pro rata* allocations of the cash in the Net Settlement Fund to Class Members who submit acceptable Proofs of Claim. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based on the level of alleged artificial inflation in the price of TETRA shares at the time of purchase and at the time of sale. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts beginning May 3, 2006, through and until October 16, 2007, regarding, among other things, the Company's hurricane-repair-related expenses and denial of coverage by its insurers, which had the effect of artificially inflating the prices of the TETRA shares. Defendants deny all such allegations. The following proposed Plan of Allocation reflects plaintiffs' allegations that the price of TETRA shares was artificially inflated during the Class Period due to misrepresentations and/or omissions regarding TETRA's hurricane-repair-related expenses, insurers' denial of coverage, and the resulting values of certain affected oil and gas properties.

¹ On October 16, 2007, TETRA withdrew earnings guidance for 2007 in a press release carried on Business Wire at 9:30 a.m. Eastern Time, i.e. at the moment of opening of trading on the New York Stock Exchange. Unless a Claimant demonstrates that a purchase of TETRA shares on October 16, 2007, was made before this time, inflation in TETRA shares purchased on that date will be considered to be zero. Should a claimant demonstrate that the purchase was made prior to the opening of trading, inflation will be considered to be \$0.64 per share.

O. In order to have recoverable damages, disclosure of the alleged misrepresentations must be the cause of the decline in the price of the security. Corrective disclosures that removed the artificial inflation from the price of TETRA shares occurred on August 3, 2007, and at the opening of trading on October 16, 2007 (the “Corrective Disclosure Dates”). Accordingly, in order to have been damaged by the alleged fraud:

- a TETRA share purchased during the Class Period from May 3, 2006 through August 2, 2007 must be held at least until August 3, 2007, the day of the first corrective disclosure;
- a TETRA share purchased in the period from August 3, 2007 to the opening of trading October 16, 2007 must be held at least through the opening of New York Stock Exchange trading (9:30 a.m. E.T.) on October 16, 2007, the day of the price impact of the second corrective disclosure (which occurred at the opening of trading on October 16, 2007).

If you did not hold TETRA shares purchased in the Class Period to either of the dates indicated, the Recognized Loss Amount for those TETRA shares is \$0, and any loss suffered is not compensable under the federal securities laws.

P. To the extent a Claimant had an overall market gain from his, her or its purchases of those TETRA shares during the Class Period which were held to at least one of the disclosure dates above, the value of the Recognized Claim will be zero. To the extent a Claimant had an overall market loss from his, her, or its purchases of TETRA shares during the Class Period which were held to at least one of the disclosure dates above, the value of the Recognized Claim will be the lesser of the Claimant’s total Recognized Loss Amounts or the market loss. The Recognized Loss Amount will be calculated as in ¶17 below. The market loss or gain will be calculated as in ¶26 below. Such Claimants will in any event be bound by the Settlement. You may wish to consider this when deciding whether to opt out.

Q. **Recognized Loss Amount:** A Claimant’s Recognized Loss Amount on a purchase of a TETRA share in the Class Period will be calculated as follows.

(a) For a TETRA share purchased between May 3, 2006 and December 29, 2006 (trading day prior to January 3, 2007), inclusive, and held to the end of the Class Period, the Recognized Loss Amount is the lesser of:

(i) purchase price paid minus \$16.98 (the “90-day lookback value” calculated as the mean closing price of a TETRA share during the 90 days following the Class Period, i.e., October 16, 2007 through January 14, 2008) or

(ii) the amount of artificial inflation per TETRA share on the date of purchase--\$0.08 per share as appears in the table above.

(b) For a TETRA share purchased between May 3, 2006 and December 29, 2006 (trading day prior to January 3, 2007), inclusive, held to August 3, 2007 or thereafter, and sold during the Class Period, the Recognized Loss Amount is zero because inflation received at sale was equal to or greater than inflation at purchase.

(c) For a TETRA share purchased between January 3, 2007 and August 2, 2007, inclusive, and held to the end of the Class Period, the Recognized Loss Amount is the lesser of:

- (i) purchase price paid minus \$16.98 or
 - (ii) the amount of artificial inflation per TETRA share on the date of purchase-- \$0.69 per share as appears in the table above.
- (d) For a TETRA share purchased between January 3, 2007 and August 2, 2007, inclusive, held to August 3, 2007 or thereafter, and sold during the Class Period, the Recognized Loss Amount is the difference between \$0.69 inflation at purchase and the amount of inflation at date of sale as set forth in the table above.
- (e) For a TETRA share purchased on or after August 3, 2007 and held to October 16, 2007 or thereafter, the Recognized Loss Amount is the lesser of:
- (i) purchase price paid minus \$16.98 or
 - (ii) the amount of artificial inflation per TETRA share on the date of purchase-- \$0.64 per share as appears in the table above.

An Authorized Claimant's Recognized Loss Amount shall be the basis for his, her or its allocated *pro rata* portion of the settlement fund.

R. The Net Settlement Fund will be allocated among all eligible Class Members.

S. Each Authorized Claimant shall recover his, her, or its Recognized Claim. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, however, each such Authorized Claimant shall be allocated *pro rata* shares of the Net Settlement Fund based on his, her or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. Each Authorized Claimant shall be paid an amount determined by multiplying the total in the Net Settlement Fund by a fraction the numerator of which shall be his, her or its Recognized Claim and denominator of which shall be the Total Recognized Claims of all Authorized Claimants. This computation weighs each Class Member's claim against every other Class Member's claim. Each Authorized Claimant will receive *pro rata* shares of the Net Settlement Fund based on his, her or its Recognized Claim. If the prorated payment calculates to less than \$10, then such payment shall be zero.

T. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

U. The amount of a Class Member's Recognized Claim as computed above is not intended to be an estimate of what a Class Member might have been able to recover at trial, and it is not an estimate of the amount that will be paid pursuant to this Settlement. Instead, this computation is only a method to weigh Class Members' claims against one another. Each Authorized Claimant will receive *pro rata* shares of the Net Settlement Fund based on his, her or its Recognized Claim.

V. All purchases and sales of TETRA shares in the Class period shall be matched on a Last-In-First-Out ("LIFO") basis; Class-Period sales will be matched first against the most recent TETRA shares purchased during the Class Period, and then against prior Class-Period purchases in backward chronological order, until the beginning of the Class Period. Purchases and sales of TETRA shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to

the “settlement” or “payment” date. The receipt or grant by gift, devise or operation of law of TETRA shares during the Class Period shall not be deemed a purchase or sale for the calculation of an Authorized Claimant’s Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase of such TETRA shares unless specifically provided in the instrument of gift or assignment.

W. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of TETRA shares. The date of a “short sale” is deemed to be the date of sale of TETRA common shares. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero.

X. To the extent a Claimant had a market gain from his, her or its overall transactions in those TETRA shares purchased during the Class Period which were held to at least one of the disclosure dates, the value of the Recognized Claim will be zero. Such Claimants will in any event be bound by the Settlement. To the extent a Claimant suffered an overall market loss on his, her or its overall transactions in those TETRA shares purchased during the Class Period and held to at least one of the disclosure dates, but that market loss was less than the Recognized Claim calculated above, then the Recognized Claim shall be limited to the amount of the actual market loss.

Y. **Calculation of market gain or loss on TETRA shares purchased in the Class Period and held to either August 3, 2007 or October 16, 2007 (the “disclosure dates”)**: For purposes of determining a Claimant’s market gain or loss from his, her or its overall transactions in TETRA shares purchased during the Class Period and held to one of the disclosure dates, the Claims Administrator shall: (i) total the amount the Claimant paid for all such TETRA shares purchased and held to one of the disclosure dates (the “Total Purchase Amount”); (ii) identify by matching under the LIFO convention any Class Period share sales associated with those Class Period purchases; (iii) total the amount received for those sales (the “Sales Proceeds”); and (iv) ascribe a holding value of \$16.98, the 90-day lookback value, for each TETRA share purchased during the Class Period and still held at the end of the Class Period (the “Holding Value”). The difference between (A) the Total Purchase Amount ((i) above) and (B) the sum of the Sales Proceeds received ((iii) above) plus the sum of Holding Values for all shares purchased in the Class Period and retained at the end of the Class Period ((iv) above) will be deemed a Claimant’s market gain or loss on his, her or its overall transactions in the TETRA shares purchased during the Class Period and held to one of the disclosure dates.

Z. The Plan of Allocation set forth herein is the Plan that is being proposed by Lead Plaintiff and Lead Plaintiff’s Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the plan or approve a different plan of allocation without further notice to the Class.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased TETRA common stock during the Class Period as nominee for a beneficial owner, then within ten (10) days after you receive this Notice, you must either: (a) send a copy of this Notice and the accompanying Proof of Claim and Release by first-class mail to all such beneficial owners; or (b) provide a list of the names and addresses of such beneficial owners to the Claims Administrator as follows:

TETRA Technologies, Inc. Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241-XXXX

If you chose option (a) above, you may request enough forms from the Claims Administrator (at no charge) to complete your mailing. You may seek reimbursement of your reasonable expenses actually incurred in complying with these directives, subject to approval of Lead Plaintiff's Counsel or the Court. All communications concerning this matter should be addressed to the Claims Administrator.

INQUIRIES

All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class Members should be directed to the Claims Administrator as follows:

TETRA Technologies, Inc. Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241-XXXX

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

Dated: _____, 2010

By Order of the District Court:

_____/s/
Keith P. Ellison, U.S.D.J.

EXHIBIT A-2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE TETRA TECHNOLOGIES, INC.
SECURITIES LITIGATION

)
) **Civil Action No. 4:08-CV-00965**
)
) **JUDGE KEITH P. ELLISON**
)
)
)
)

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: _____, 2010.

IF YOU PURCHASED PUBLICLY TRADED COMMON STOCK OF TETRA TECHNOLOGIES, INC. (“TETRA”) BETWEEN MAY 3, 2006 AND OCTOBER 16, 2007, INCLUSIVE, (“CLASS PERIOD”), YOU MAY BE A “CLASS MEMBER” ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE: (1) THE DEFENDANTS, MEMBERS OF THE IMMEDIATE FAMILY OF EACH OF THE INDIVIDUAL DEFENDANTS, ANY PARENT, SUBSIDIARY, AFFILIATE, OFFICER OR DIRECTOR OF TETRA, ANY ENTITY IN WHICH ANY EXCLUDED PERSON HAS A CONTROLLING INTEREST, AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY EXCLUDED PERSON.)

IF YOU ARE A MEMBER OF THE CLASS, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN _____, 2010 TO THE FOLLOWING ADDRESS:

CONTINUE ON REVERSE

TETRA Technologies, Inc. Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241

YOUR FAILURE TO SUBMIT YOUR CLAIM BY _____, 2010 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY RECOVERY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

YOU MUST ALSO READ THE RELEASE AND WAIVER IN THIS PROOF OF CLAIM FORM AND SIGN IT. FAILURE TO SIGN THIS PROOF OF CLAIM FORM AND RELEASE MAY RESULT IN DELAY OR REJECTION OF YOUR CLAIM.

PART I: CLAIMANT'S STATEMENT

1. I affirm that I purchased publicly traded common stock of TETRA between May 3, 2006 and October 16, 2007, inclusive, as listed herein. (Do not submit this Proof of Claim if you did not purchase TETRA publicly traded securities during this period).

2. By submitting this Proof of Claim, I state that I believe in good faith that I am a Class Member as defined above and in the Notice of Proposed Settlement of Class Action (the "Settlement Notice"), or am acting for such person; that I am not a Defendant in the Action or anyone excluded from the Class; that I have read and understand the Settlement Notice; that I believe that I am entitled to receive a share of the Net Settlement Fund; that I elect to participate in the proposed Settlement described in the Settlement Notice; and that I have not previously submitted a request for exclusion. (If you are acting in a representative capacity on behalf of a Member of the Class (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I understand and agree that my claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my status as a Class Member and the validity and amount of my claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

4. I have set forth where requested below all relevant information with respect to each purchase of TETRA publicly traded common stock during the Class Period, and each sale, if any, of such stock. I agree to furnish additional information (including transactions in other TETRA common stock) to the Claims Administrator to support this claim if requested to do so.

5. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of TETRA common stock listed below in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)

6. I understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives of the subject common stock such as options.)

7. I hereby acknowledge that, as a Member of the Class, I (or the person or entity for whom or which I am executing this Proof of Claim) will be bound by the terms of the Stipulation of Settlement and Order and Final Judgment in this action and, to the full extent set forth in the Stipulation of Settlement, upon the Effective Date will have granted a release of all "Settled Claims" to all "Released Parties" on behalf of myself (or on behalf of the Member for whom or which I submit this Proof of Claim) and my (or such Member's) heirs, agents, executors, administrators, beneficiaries, predecessors, successors and assigns.

8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files in the required file layout. All Claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1 (866) XXX-XXXX or visit www.tetratechnologiesincsecuritieslitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART II: SCHEDULE OF TRANSACTIONS IN TETRA STOCK

Separately list each of your purchases or sales of TETRA common stock below. Photocopy this page if more space is needed. **Be sure to include and sign your name and the last four digits of your Social Security number or Tax ID number on any additional sheets.** The dates of purchase, acquisition or sale is the “trade” or “contract” date, and not the “settlement” or “payment” date.

- BEGINNING HOLDINGS:** At the end of the day on May 2, 2006, I owned the following shares of TETRA common stock. (If none, write “zero” or “0”) (If other than zero, must be documented). _____
- PURCHASES:** I made the following purchases of TETRA common stock between May 3, 2006 and October 16, 2007, inclusive (must be documented). (Persons who received TETRA stock during the Class Period other than by purchase are not eligible to submit claims for those transactions, except as otherwise provided in the Notice):

Date(s) of Purchase (List Chronologically) (Month/Date/Year)	Number of Shares of Stock Purchased	Purchase Price Per Share of Stock	Aggregate Cost (excluding commissions, taxes, and fees)	Please Check the Box if this Transaction was the Result of the Exercise of an Option
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

Total shares of TETRA common stock purchased from May 3, 2006 through October 16, 2007, inclusive: _____.

- SALES DURING THE CLASS PERIOD:** I made the following sales (including short sales) of TETRA common stock between May 3, 2006 and October 16, 2007, inclusive (must be documented):

Date(s) of Sale (List Chronologically) (Month/Date/Year)	Number of Shares of Stock Sold	Sale Price Per Share of Stock	Amount Received (excluding commissions, taxes, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

Total shares of TETRA common stock sold from May 3, 2006 through October 16, 2007, inclusive: _____.

- SHARES HELD AT THE END OF THE CLASS PERIOD:** At the close of trading on October 16, 2007, I owned the following shares of TETRA common stock (If none, write “zero” or “0”) (If other than zero, must be documented): _____

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND MUST CHECK THIS BOX

SUBSTITUTE FORM W-9

PART 1

Request for Taxpayer Identification Number (TIN) and Certification.

NAME: _____

Check appropriate box:

- | | |
|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Joint Owners | <input type="checkbox"/> IRA |
| <input type="checkbox"/> Estate | <input type="checkbox"/> Other |

Enter TIN on appropriate line. For individuals, this is your Social Security number ("SSN").
 For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name.
 You may enter either your SSN or your Employer Identification Number ("EIN"). For other entities, it is your EIN.

--	--	--

Social Security Number

--	--	--	--	--	--	--

Employer Identification Number

PART 2 Certification

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT:

The number shown on this form is my/our correct Taxpayer Identification Number; and I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, you must cross out the word "NOT" above and check here.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

NOTE: If you require the instructions for Completing Substitute Form W-9, please make a written request to us at Claims Administrator, TETRA Technologies, Inc. Securities Litigation, P.O. Box XXXXX Jacksonville, FL 32241. Please note that your accountant should also be able to provide you with these instructions.

I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____, _____.
(City) (State / Country)

 (Signature) Date

 (Type or print your name here)

 (Signature) Date

 (Type or print your name here)

 Capacity of persons signing (e.g., Beneficial Owner, Executor, Administrator or Corporate Title)

RELEASE

1. I (we) hereby acknowledge on behalf of myself (ourselves), and any and all heirs, executors, administrators, predecessors, successors and assigns and all persons (now or in the future) acting in concert with, or who purported to act through, such persons, in full and complete satisfaction of, and do hereby fully, finally, unconditionally, and forever waive, settle, release, dismiss and discharge with prejudice and am (are) forever enjoined and barred from asserting all claims, including, without limitation, each and every Settled Claims against each and all of the Released Parties (as defined below) in any action or proceeding of any nature.

2. "Released Parties" means Defendants and any and all of their past or present partners, principals, employees, predecessors, successors, affiliates, officers, directors, attorneys, agents, insurers, assigns, spouses and heirs.

3. "Settled Claims" means any and all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on United States federal, state, local, statutory or common law or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether class or individual in nature, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action by the Class Members or any of them against any of the Released Parties (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any forum by the Class Members or any of them against any of the Released Parties, which also arise out of, relate to, or are based on any of the claims, allegations, activities, press releases or public statements set forth in the Complaint and relate to the purchase, sale, transfer or acquisition of the publicly traded common stock of TETRA during the Class Period, or any actions, representations or omissions that were alleged or might have been alleged to affect the price of any publicly traded common stock of TETRA during the Class Period. The foregoing notwithstanding, "Settled Claims" does not include the claims asserted or alleged in *In re TETRA Technologies Inc. Derivative Litigation*, Cause No. 2008-23432 (133d Dist. Ct., Harris County, Tex.).

4. "Unknown Claims" means any and all Settled Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which Defendants do not know or suspect to exist in their favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, upon the Effective Date, each Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge all claims that have been or could have been asserted against any Plaintiff and/or Plaintiff's Lead Counsel relating to the institution, prosecution or settlement of the Action or the Settled Claims.

6. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, unconditionally, and forever settle, release and expressly waive with prejudice any claims for abuse of process, for malicious prosecution and/or for sanctions under Rule 11 of the Federal Rules of Civil Procedure or otherwise.

7. This release shall be of no force or effect unless and until the Court approves the Stipulation and Agreement of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

8. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

9. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in TETRA common stock which occurred during the Class Period as well as: (1) the number of shares of TETRA common stock held by me (us) at the opening of trading on May 3, 2006; and (2) the number of shares of TETRA common stock held by me (us) at the close of trading on October 16, 2007.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

Signature

Signature

_____/_____/_____
Date

(Title/Capacity of person(s) signing, e.g. beneficial purchaser(s), president, executor, administrator, trustee, etc.)

**ACCURATE CLAIM PROCESSING TAKES TIME.
THANK YOU FOR YOUR PATIENCE.**

REMINDER CHECKLIST

1. Please be sure to sign this Proof of Claim. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
2. Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
3. Do NOT use highlighter on the Proof of Claim or any supporting documents.
4. If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.

THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NO LATER THAN _____, 2010 AND MUST BE MAILED TO:

TETRA Technologies Inc., Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241

EXHIBIT A-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE TETRA TECHNOLOGIES, INC.)
SECURITIES LITIGATION) **Civil Action No. 4:08-CV-00965**
)
) **JUDGE KEITH P. ELLISON**
)
)
)
)

TO: ALL PERSONS WHO PURCHASED THE PUBLICLY TRADED COMMON STOCK OF TETRA TECHNOLOGIES INC. (“TETRA”) BETWEEN MAY 3, 2006 AND OCTOBER 16, 2007, INCLUSIVE AND WERE DAMAGED AS ALLEGED IN THE ACTION THEREBY (THE “PLAINTIFF CLASS”)

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and by Order of the Court, that a class action settlement of the above-captioned action has been proposed that could affect your rights as a member of the Plaintiff Class. A hearing will be held before the Honorable Keith P. Ellison at the United States District Court for the Southern District of Texas, 515 Rusk Ave., Room 3716, Houston, TX 77208, to determine whether the proposed Settlement should be approved by the Court as fair, reasonable, and adequate, as well as Lead Plaintiff’s Counsels’ application for costs and fees.

IF YOU ARE A MEMBER OF THE PLAINTIFF CLASS, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN AN \$8.25 MILLION SETTLEMENT FUND. If you have not yet received the full printed Notice of Proposed Settlement of Class Action and a Proof of Claim form, you may obtain copies of these documents by contacting:

TETRA Technologies, Inc. Securities Litigation
Kurtzman Carson Consultants LLC
P.O. Box XXXXX
Jacksonville, FL 32241-XXXX

If you are a Plaintiff Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim form **postmarked by _____, 2010**, establishing that you are entitled to recovery. If you are a Plaintiff Class Member, and do not request exclusion from the Class, you will be bound by any judgment rendered in the Action whether or not you make a claim.

If you are excluded from the Plaintiff Class, you will not share in the Settlement and you will not be bound by any judgment entered in the Action. If you desire to be excluded from the Plaintiff Class, you must file a request for exclusion **postmarked by _____, 2010**, in the manner and form explained in the detailed Notice referred to above.

Any objection to any of the matters to be considered at the Settlement Hearing must be mailed or delivered such that it is received by each of the following **no later than _____, 2010**.

COURT	LEAD PLAINTIFF'S COUNSEL	COUNSEL FOR DEFENDANTS
Clerk of the Court United States District Court Southern District of Texas 515 Rusk Ave., Rm 3716 Houston, TX 77208	David R. Scott Scott+Scott LLP 156 South Main St. PO Box 192 Colchester, CT 06415	Paul R. Bessette Greenburg Traurig LLP 300 West Sixth, Suite 2050 Austin, TX 78701

Any objection to any of the matters to be considered at the Settlement Hearing must be mailed or delivered such that it is received by each of the following **no later than _____, 2010**.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

DATED:

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS**

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE TETRA TECHNOLOGIES, INC.)
SECURITIES LITIGATION) **Civil Action No. 4:08-CV-00965**
)
) **JUDGE KEITH P. ELLISON**
)
)
)
)

ORDER AND FINAL JUDGMENT

On the _____ day of _____, 2010, a hearing having been held before this Court to determine: (1) whether a Class should be certified; (2) whether the terms and conditions of the Stipulation and Agreement of Settlement dated _____, 2010 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the Class against the Defendants in the Complaint now pending in this Court under the above caption, including the release of the Defendants and the Released Parties, and should be approved; (3) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Defendants only and as against all persons or entities who are members of the Class herein who have not requested exclusion therefrom; (4) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among the members of the Class; and (5) whether and in what amount to award Plaintiffs’ Counsel fees and reimbursement of expenses.

The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased the publicly traded common stock of TETRA Technologies, Inc. (“TETRA”) during the period between May 3, 2006 and October 16, 2007, inclusive (the “Class Period”), except those persons or entities excluded from the definition of the Class, as shown by the records of TETRA’s transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published in *The Wall Street Journal* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys’ fees and expenses requested; and all capitalized terms used herein having the meanings as set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of the Action, the Lead Plaintiff, all Class Members, and the Defendants.

2. The Court finds that the prerequisites for a class action under Federal Rule of Civil Procedure 23 (a) and (b)(3) have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representative are typical of the claims of the Class it seeks to represent; (d) the Class Representative has and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action as a class action on behalf of all persons who purchased the publicly traded common stock of TETRA during the period between May 3, 2006 and October 16, 2007, inclusive and were damaged as alleged in the Action thereby. Excluded from the Class are the Defendants, the officers, directors and affiliates of TETRA at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest, and all shares of TETRA stock owned or acquired, directly or indirectly, by any of them. For purposes of this Settlement, the term “controlling interest” shall include any interest of 5% or more of the stock of any entity. [Also excluded from the Class are the persons and/or entities who requested exclusion from the Class as listed on Exhibit 1 annexed hereto.]

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7) and due process and constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Settlement is approved as fair, reasonable and adequate, and the Class Members and the parties are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

6. The Complaint, which the Court finds was filed on a good faith basis in accordance with the §21D(c)(1) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(c)(1), and Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information, is hereby dismissed with prejudice and without costs, as against the Defendants, except as provided in the Stipulation.

7. Lead Plaintiff and Members of the Class on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns of any of them, and all persons (now or in the future) acting in concert with, or who purport to act through, such persons, fully, finally and forever waive, release, discharge, dismiss, and are hereby permanently and forever barred and enjoined from instituting, commencing or prosecuting, either directly, derivatively, as a class representative, or in any other capacity, any and all claims, rights or causes of action or liabilities, (including, but not limited to, any claims for damages, injunctive relief, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability), whether based on United States federal, state, local, statutory or common law or any other law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, whether class, derivative, or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Action by the Class Members or any of them against any of the Released Parties (whether pleaded in the Complaint or not), or (ii) that could have been asserted in the Action or in any forum by the Class Members or any of them against any of the Released Parties, and which also arise out of, relate to, or are based on any of the claims, allegations, activities, press releases or public statements set forth in the Complaint and which relate to the purchase, sale, transfer or acquisition of the publicly traded common stock of TETRA during the Class Period, or any actions, representations or omissions that were alleged or might have been alleged to affect the price of any publicly traded common stock of TETRA during the Class Period. "Released Parties" means Defendants and any and all of their past or present partners, principals, employees, predecessors, successors, affiliates, officers, directors, attorneys,

agents, insurers and assigns. The foregoing notwithstanding, "Settled Claims," as defined in the Stipulation, does not include the claims asserted or alleged in *In re TETRA Technologies Inc. Derivative Litigation*, Cause No. 2008-23432 (133d Dist. Ct., Harris County, Tex.).

8. "Unknown Claims" means any and all Settled Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiff and the Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement.

9. The Defendants and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any and all claims, rights or causes of action or liabilities, whether based on United States federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Defendants or any of them or the successors and assigns of any of them against the Lead Plaintiff, any of the Class Members or their attorneys, which arise out of or relate in

any way to the institution, prosecution, or settlement of the Action (except for claims to enforce the Settlement) (the “Settled Defendants’ Claims”) against the Lead Plaintiff, any of the Class Members or their attorneys. The Settled Defendants’ Claims of all the Released Parties are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

10. Pursuant to §21D(f)(5) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(f)(5), the Released Parties are hereby discharged from all claims for contribution or equitable indemnity, by any person or entity, whether arising under United States federal, state, local, statutory or common law or any other law, based upon, arising out of, relating to, or in connection with the claims of the Class or any Class Member in the Action. Accordingly, to the maximum extent permissible under the Securities Exchange Act of 1934, the Court hereby bars and enjoins all such claims for contribution or equitable indemnity: (a) by any person or entity against any Released Party; and (b) by any Released Party against any person or entity other than a person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and Agreement of Settlement and this Order and Final Judgment.

11. Neither this Order and Final Judgment, the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

(a) offered or received against the Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants with respect to the truth of any fact alleged by the Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant;

(c) offered or received against the Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement; provided, however, that Defendants may refer to the Settlement to effectuate the liability protection granted them hereunder;

(d) construed against the Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or any of the Class Members that any of their claims are without merit, or that any defenses asserted by the Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund.

12. The Plan of Allocation is approved as fair and reasonable, and Plaintiffs' Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

13. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

14. Plaintiffs' Counsel are hereby awarded ____ % of the Cash Settlement Amount in fees, which sum the Court finds to be fair and reasonable, and \$ _____ in reimbursement of expenses, which expenses shall be paid to Plaintiffs' Lead Counsel from the Cash Settlement Amount with interest from the date such the Settlement was funded to the date of payment at the same net rate that the Settlement Fund earns such interest.

15. Lead Plaintiff Fulton County Employees Retirement System, is hereby awarded \$ _____ for reimbursement of Lead Plaintiff's reasonable costs and expenses directly related to their representation of the Class under the §21D(a)(4) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(4).

16. In making an award of attorneys' fees and reimbursement of expenses to be paid from the Gross Settlement Fund, the Court has considered and found that:

(a) the Settlement has created a fund of \$8.25 million in cash that is available to the Class, plus interest thereon as applicable, and that numerous Class Members who submit acceptable Proofs of Claim will benefit from the Settlement created by Plaintiff's Counsel;

(b) Over _____ copies of the Notice were disseminated to putative Class Members indicating that Plaintiff's Counsel were moving for attorneys' fees in the amount of up to 18% of the Gross Settlement Fund and for reimbursement of expenses in an amount of approximately \$_____ and [only] [no] objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by Plaintiff's Counsel contained in the Notice;

(c) Plaintiff's Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(d) Defendants have denied and continue to deny liability and have vigorously defended against the claims asserted in the Action;

(e) The Action involves complex factual and legal issues and was actively prosecuted over two years and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(f) Had Plaintiff's Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiff and the Class may have recovered less or nothing from the Defendants;

(g) Plaintiff's Counsel have devoted over _____ hours, with a lodestar value of \$_____, to achieve the Settlement; and

(h) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund are consistent with awards in similar cases.

17. Exclusive jurisdiction is hereby retained over the parties and the Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or

enforcement of the Stipulation and this Order and Final Judgment, and including any application for attorney and other fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Class.

18. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

Dated: _____

UNITED STATES DISTRICT COURT JUDGE