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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (date of earliest event reported): **November 6, 2008**

TETRA Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-13455
(Commission File Number)

74-2148293
(IRS Employer
Identification No.)

25025 Interstate 45 North, Suite 600
The Woodlands, Texas 77380
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: **(281) 367-1983**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- [] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - [] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - [] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - [] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement.

Following the approval of its Board of Directors, TETRA Technologies, Inc. (the “Company”) entered into a First Amendment to Rights Agreement, dated as of November 6, 2008 (“First Amendment”), amending the Rights Agreement dated as of October 26, 1998 (the “Rights Agreement”) between the Company and Computershare Trust Company, N.A. (as successor rights agent to Harris Trust and Savings bank), as rights agent.

The amendment extends the term of the Rights Agreement and final expiration date of the Company’s outstanding rights thereunder, which would otherwise have expired as of the close of business on November 6, 2008, until the close of business on November 6, 2018. The amendment also increases the purchase price for each one-hundredth of a preferred share purchasable pursuant to the exercise of a right to \$100.00.

The foregoing description of the First Amendment is qualified in its entirety by the executed First Amendment, a copy of which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

See the description set forth under “Item 1.01. Entry Into a Material Definitive Agreement” which is incorporated herein by reference.

Item 8.01. Other Events.

On November 6, 2008, the Company issued a press release announcing that it had extended the expiration date of the Rights Agreement and increased the purchase price thereunder. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	First Amendment to Rights Agreement, dated as of November 6, 2008, by and between TETRA Technologies, Inc. and Computershare Trust Company, N.A. (as successor rights agent to Harris Trust and Savings Bank), as Rights Agent.
99.1	Press Release, dated November 6, 2008.

SIGNATURES

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

TETRA Technologies, Inc.

By: /s/Geoffrey M. Hertel
Geoffrey M. Hertel
President & Chief Executive Officer

Date: November 6, 2008

EXHIBIT INDEX

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FIRST AMENDMENT TO RIGHTS AGREEMENT

This FIRST AMENDMENT TO RIGHTS AGREEMENT (this “First Amendment”), dated as of November 6, 2008 (the “Effective Date”), by and between TETRA Technologies, Inc., a Delaware corporation (the “Company”), and Computershare Trust Company, N.A. (as successor rights agent to Harris Trust and Savings Bank), as Rights Agent (the “Rights Agent”), constitutes the First Amendment to that certain Rights Agreement, dated as of October 26, 1998, by and between the Company and the Rights Agent (collectively, the “Rights Agreement”).

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Company has determined to amend the Rights Agreement, as set forth below, in order to extend the Final Expiration Date (as defined in the Rights Agreement) and to increase the Purchase Price (as defined in the Rights Agreement) and in order to acknowledge the resignation of Harris Trust and Savings Bank as Rights Agent, and the appointment of Computershare Trust Company, N.A. as the successor Rights Agent, as of the Effective Date; and

WHEREAS, the Board of Directors of the Company, after due consideration, has determined that the amendment of the Rights Agreement, as provided herein, is in the best interests of the Company and its stockholders;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Appointment of Successor Rights Agent. The Company hereby acknowledges the resignation of Harris, N.A. (f/k/a Harris Trust and Savings Bank), as Rights Agent and hereby appoints Computershare Trust Company, N.A. as the successor Rights Agent, as of the Effective Date, and Computershare Trust Company, N.A. accepts such appointment.

2. Amendment of Rights Agreement.

(a) Section 1(e) of the Rights Agreement is hereby amended to delete the word “Illinois” and replace it with “Massachusetts”.

(b) Section 2 of the Rights Agreement is hereby amended as follows:

(i) to delete the term, “and the holders of the Rights (who in accordance with Section 3 hereof, shall, prior to the Distribution Date, also be the holders of the Common Shares)” in its entirety; and

(ii) to add the following language to the last sentence of Section 2:

“, upon ten (10) days’ prior written notice to the Rights Agent. The Rights Agent shall have no duty to supervise, and shall in no event be liable for, the acts or omissions of any such co-Rights Agent.”

Section 5(a) of the Rights Agreement is hereby amended to delete the word “manually” in the second sentence, and to insert the phrase “, either manually or by facsimile signature,” after the term “Rights Agent” in such sentence.

- (c) Section 7(a) of the Rights Agreement is hereby amended to substitute for the Final Expiration Date of November 6, 2008 appearing therein the following date: “November 6, 2018”.
- (d) Section 7(b) of the Rights Agreement is hereby amended to substitute for the Purchase Price of \$50.00 appearing therein the following amount: “\$100.00”.
- (e) Section 18(a) of the Rights Agreement is hereby amended to insert the word “gross” immediately prior to the word “negligence” in the second sentence thereof.
- (f) Section 20(c) of the Rights Agreement is hereby amended to insert the word “gross” immediately prior to the word “negligence” in the second sentence thereof.
- (g) Section 21 of the Rights Agreement is hereby amended as follows:
 - (i) to insert the following new sentence after the existing first sentence thereof:

“In the event the transfer agency relationship in effect between the Company and the Rights Agent terminates, the Rights Agent will be deemed to have resigned automatically and be discharged from its duties under this Agreement as of the effective date of such termination, and the Company shall be responsible for sending any required notice.”; and
 - (ii) to insert the term “, including that of its Affiliates,” after the term “50 million”.
- (h) Section 26 of the Rights Agreement is hereby amended as follows:
 - (i) to insert the term “overnight delivery service or” immediately prior to the word “registered” in the first sentence thereof;
 - (ii) to insert the term “overnight delivery service or” immediately prior to the word “registered” in the second sentence thereof; and
 - (iii) to delete the Rights Agent address information in its entirety and replace it with the following new information:

(iv) Computershare Trust Company, N.A.

350 Indiana Street, Suite 800
Golden, CO 80401
Attention: Client Services

(i) The Rights Agreement is hereby amended to insert the following new Section 35, as follows:

Section 35. Force Majeure. Notwithstanding anything to the contrary contained herein, the Rights Agent shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

(j) The references to “November 6, 2008” contained in the form of Right Certificate attached to the Rights Agreement as Exhibit B is hereby deleted, and a reference to “November 6, 2018” is hereby inserted in lieu thereof.

(k) The date referenced in Exhibit C to the Rights Agreement in the fourth paragraph under the caption “The Rights Agreement” is hereby deleted, and a reference to “November 6, 2018” is hereby inserted in lieu thereof.

3. Defined Terms. All terms defined in the Rights Agreement that are used herein shall have the meanings so defined in the Rights Agreement, unless specifically noted otherwise herein.

4. Right Certificate. The form of Right Certificate attached to the Rights Agreement and all other related documents shall be modified, where appropriate, to make reference to this First Amendment.

5. Complete Agreement. The term “Agreement” or “Rights Agreement” as used in the Rights Agreement shall mean the Rights Agreement, as amended by this First Amendment, or as it may, from time to time, be amended in the future by one or more other written amendment or modification agreements entered into pursuant to Section 27 of the Rights Agreement. This First Amendment is not intended to be, nor shall it be construed to be, a novation.

6. Binding Agreement. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This First Amendment shall be governed by, construed and enforced in accordance with, the laws of the State of Delaware, without reference to its conflicts of laws principles.

8. Effectiveness. This First Amendment is effective as of the Effective Date. Except as expressly herein amended, the terms and conditions of the Rights Agreement are hereby ratified and remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

TETRA TECHNOLOGIES, INC

By: /s/Geoffrey M. Hertel

Name: Geoffrey M. Hertel

Title: President & Chief Executive Officer

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/Kellie Gwinn

Name: Kellie Gwinn

Title: Vice President

FOR IMMEDIATE RELEASE

**TETRA TECHNOLOGIES, INC.
AMENDS STOCKHOLDER RIGHTS PLAN**



November 6, 2008 (The Woodlands, Texas), TETRA Technologies, Inc. (TETRA or the Company) (NYSE:TTI) today announced that its Board of Directors had approved amendments to its stockholder rights plan to extend the expiration date of the preferred stock purchase rights to November 6, 2018, and to increase the purchase price of each preferred stock purchase right to \$100.00. Prior to the renewal, the rights agreement had been scheduled to expire on November 6, 2008. The preferred stock purchase rights were initially distributed as a dividend on each share of TETRA common stock outstanding on November 6, 1998, and currently trade with each outstanding share of TETRA common stock.

Geoffrey M. Hertel, President and Chief Executive Officer, stated, "The amendments to our rights plan were adopted in order to maintain the rights plan and to account for stock splits that occurred during the plan's original term. The Board believes that a stockholder rights plan continues to enhance its ability to protect stockholder interests, and ensures that stockholders would receive fair treatment in the event of any coercive takeover attempt. The plan is intended to provide the Board with sufficient time to consider any and all alternatives to such an action. The Board believes that it is protecting the interests of all of its stockholders," concluded Hertel.

TETRA is an oil and gas services company, including an integrated calcium chloride and brominated products manufacturing operation that supplies feedstocks to energy markets, as well as other markets.

This press release includes certain statements that are deemed to be forward-looking statements. These statements are based on certain assumptions and analyses made by the Company in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors it believes are appropriate in the circumstances. Such statements are subject to a number of risks and uncertainties, many of which are beyond the control of the Company. Investors are cautioned that any such statements are not guarantees of future performances or results and that actual results or developments may differ materially from those projected in the forward-looking statements. Some of the factors that could affect actual results are described in the section titled "Certain Business Risks" contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2007, as well as other risks identified from time to time in its reports on Form 10-Q and Form 8-K filed with the Securities and Exchange Commission.

Contact:

TETRA Technologies, Inc., The Woodlands, Texas
Geoffrey M. Hertel, 281/367-1983
Fax: 281/364-4346

www.tetrathec.com

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