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July 5, 2023

Arkansas Oil and Gas Commission  
Arkansas Department of Energy and Environment  
5301 Northshore Drive  
North Little Rock, AR 72118

RE: ORDER REFERENCE NO. 022-2023-04

Amended and Substituted Application of TETRA Technologies, Inc. for an Order Establishing the Evergreen Brine Unit for the Production of Brine from the Smackover Limestone Formation Underlying Certain Lands in Lafayette and Columbia Counties, Arkansas

Commissioners:

TETRA Technologies, Inc., 24955 Interstate 45 North, The Woodlands, Texas 77380, ("TETRA") (hereby applies to the Arkansas Oil and Gas Commission (the "Commission") pursuant to Ark. Code Ann. §§ 15-76- 201 et seq., as amended by Act 89 of 2015, for an Order establishing the Evergreen Brine Unit for the production of Brine from the Smackover Limestone Formation underlying certain lands in Lafayette and Columbia Counties, Arkansas, as follows:

1. The Brine Production Unit proposed by this amended and substituted application ("Amended and Substituted Application") consists of the following described real property located in Lafayette and Columbia Counties, Arkansas:

## **In Lafayette County:**

The North half (N/2), and the North half of the South half (N/2 S/2) of Section 28 Township 17S Range 23W; All of Section 20 Township 17S Range 23W; All of Section 21 Township 17S Range 23W, Lafayette County, Arkansas.

## **In Columbia County:**

All of Section 22 Township 17S Range 23W; All of Section 23 Township 17S Range 23W; The South half (S/2) and the South half of the Northwest Quarter (S/2 NW/4) and the West half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the South half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter (S/2 NE/4 SW/4 NE/4) and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the South half of the North half of the Southeast Quarter of the Northeast Quarter (S/2 N/2 SE/4 NE/4) and the South half of the Southeast Quarter of the Northeast Quarter (S/2 SE/4 NE/4) of Section 24 Township 17S Range 23W; The South half (S/2) of Section 19 Township 17S Range 22W; The North half (N/2), and the North half of the South half (N/2 S/2) of Section 30 Township 17S Range 22W; All of Section 25 Township 17S Range 23W; All of Section 26 Township 17S Range 23W; The North half (N/2), and the North half of the South half (N/2 S/2), and the South half of the Southeast Quarter (S/2 SE/4) of Section 27 Township 17S Range 23W, Columbia County, Arkansas,

containing, in the aggregate 6,138 acres, more or less.

Exhibit "A-1" is the above legal description of the proposed Unit. Exhibit A-2 is a Unit Plat.

2. TETRA has developed a plan of development and operation for the proposed Unit (the "Plan of Development"). Attached hereto, as Exhibit B, is a summary of the Plan of Development, which will allow TETRA to engage in Brine recovery in the proposed Unit. Exhibit C lists the proposed well locations in the proposed Unit.
3. TETRA states that its reasonable geologic and engineering interpretation of the proposed Unit indicates that the lands within the proposed Unit are underlain by a common aquifer.
4. The attached Engineering Exhibits D-1, D-2, D-3, D-4, and D-5 and the testimony of Emily Olson, an expert in the field of Petroleum Geology, and Richard D. Lonquist, and/or Nathaniel Byars, each an expert in the field of Petroleum Engineering, whose credentials as such are set out in Exhibit D-6, will establish that the proposed Plan of Development is feasible and that the creation of the Unit is necessary to prevent waste and protect the correlative rights of all owners.
5. Exhibit E attached hereto contains a statement detailing the capital expenses chargeable to the proposed Unit, as well as the initial estimated monthly operating expenses of the proposed production wells within the proposed Unit.
6. The parties listed on Exhibit F and Exhibit F-1, attached hereto, are brine owners within the proposed Unit and are thus interested in this Amended and Substituted Application. These parties will be provided notice of this Amended and Substituted Application by U.S. Postal Service, first-class mail, at their last known addresses. Notice

will also been published in a newspaper of general circulation in Union County, Arkansas, where all of the land identified in this Amended and Substituted Application is located.

7. Exhibit G contains the names of brine owners within the proposed Area whose interests are subject to brine leases in favor of TETRA and a participating working interest owner as of the filing of this Amended and Substituted Application. Exhibit H and Exhibit H-1 contain the names of those brine owners within the proposed Area who have not yet executed brine leases.

8. As of the date of the filing of this Amended and Substituted Application, the Applicant has secured leases and commitments to participate covering 86.98% of the right to produce brine from within the proposed Unit.

9. Exhibit I attached hereto contains a combined summary of TETRA's good faith efforts and that of its participating working interest owner to secure leases from the unleased brine owners identified on Exhibit H. TETRA states that they have engaged in due diligence to contact the brine owners listed on Exhibit H, and that bona fide efforts to reach an agreement were commenced at least sixty (60) days prior to the date of the hearing to be held in this matter, and that there are sufficient contacts to show that they have exhausted reasonable efforts to reach an agreement. TETRA states that some of the parties listed on Exhibit H may be deceased, or may have leased or transferred an interest without notice to TETRA, and TETRA hereby requests that any order issued by this Commission as a result of this Amended and Substituted Application extend to and apply to the parties name herein, as well as any unknown spouse, heir, devisee, personal representative, successor or assign of said parties.

10. Exhibit J attached hereto is the form of the brine lease utilized by TETRA.

11. Exhibit K attached hereto is the proposed Brine Unit Operating Agreement which governs the relationship between TETRA and any brine owner electing to participate in the operation of the proposed Unit.

12. In Finding of Fact No. 8 in Order No. 048-2-2015-04, the Commission determined that the value of brine for purposes of an unleased brine owner's just and equitable share of brine would be 18.25 cents per barrel. In Order No 100-2021-12, the Commission increased that value to 29.27¢ per barrel and then automatically adjusted to reflect changes in both the Index for Processed Goods for Intermediate Demand, and parts-per-million concentration of bromine within an average barrel of brine produced in the Unit. For purposes of the elections described in Paragraph 18 of this Amended and Substituted Application, a 36.4¢ per barrel value of should be applied, subject to future adjustment pursuant to Order No 100-2021-12.

13. TETRA states that it is in the best interest of conservation and the protection of the correlative rights of all interested parties that the proposed Unit be established and

that all unleased tracts and interests within the proposed Unit be integrated without undue delay. TETRA further states that unless this Amended and Substituted Application is approved, substantial waste of natural resources is likely to occur.

14. TETRA states that it has offered, and continues to offer, a signing bonus equal to the sum of seventy-five dollars (\$75.00) per net mineral acre to the owner of the executory right to execute a brine lease covering unleased brine rights within the proposed Unit in the form attached hereto as Exhibit J. This brine lease is more valuable to TETRA than the interest which might vest in TETRA upon the granting of this Amended and Substituted Application because (a) the execution of said lease in favor of TETRA covering a brine interest within the proposed Unit permits TETRA to consider the interest thus leased in complying with the jurisdictional requisite of seventy-five percent (75%) of all brine rights required for TETRA to file this Amended and Substituted Application, and (b) the lease fully defines the relationship between a brine lessor and lessee and thus eliminates many uncertainties which might otherwise result. Accordingly, TETRA is willing, and hereby pledges that it will continue to pay a signing bonus equal to the sum of seventy-five dollars (\$75.00) per net brine acre for the execution of a valid brine lease, in a form identical to Exhibit J, covering lands within the proposed Unit at any time prior to the expiration of the election period of sixty (60) days within which the owner of such interest must otherwise elect among the alternatives set forth in Paragraph 18 of this Amended and Substituted Application.

15. TETRA therefore requests that that Commission issue an Order providing that:

(a) each unleased brine interest owner reflected on Exhibit H participate in the development of the proposed Unit by paying his or her proportionate share of operating costs and the costs of acquiring, preparing and equipping the initial production well for operation (subject to the conditions of the brine unit operating agreement in the form attached hereto as Exhibit K); and that each said owner then elect whether to take his or her proportionate share of brine in kind based on the production of brine from the production well, or, in the alternative, to receive the value of such owner's just and equitable share of brine valued at 36.4¢ per barrel; or

(b) each unleased brine interest owner reflected on Exhibit H be integrated into the proposed Unit and that each such owner be deemed to have transferred his or her right to produce brine, exclusive of any surface rights, to TETRA as operator of the proposed Unit, for the life of the proposed Unit, except that he or she shall receive a bonus consideration of seventy-five dollars (\$75.00) per net brine acre owned. Additionally, he or she shall receive, free of cost, one-eighth (1/8) of his or her proportionate share of production valued at 36.4¢ per barrel, provided, however, that in no event shall said one-eighth (1/8) share result in a payment to any owner of less than the statutory in-lieu royalty payment identified in Ark. Code Ann. §15-76-315(a)(3), as amended by Act 89 of 2015.

16. TETRA requests that the unleased brine interest owners to be integrated hereunder be required to make one of the two elections described in Paragraph 15 above within sixty (60) days after the issuance of the Commission's order granting this Amended and Substituted Application. In the event that no election is made by said interest owner, then it shall be assumed that the owner of said interest has elected to be integrated under Paragraph 18(b), above.

17. TETRA therefore requests that that Commission issue an Order creating the proposed Unit consisting of the lands described above and integrating all interests therein as requested in Paragraph 18, above.

18. Please note the appearance of Thomas A. Daily of Daily & Woods, P.L.L.C, on behalf of the Applicant, TETRA.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'TAD', with a stylized flourish at the end.

Thomas A. Daily

TAD/

AMENDED AND SUBSTITUTED

NOTICE

DOCKET NO. 022-2023-04

Pursuant to the provisions of Act 105 of 1939 and/or Act 937 of 1979 of the State of Arkansas and any Amendments thereto, notice is hereby given that TETRA Technologies, Inc. ("Applicant") has applied to the Arkansas Oil and Gas Commission for establishment of the Evergreen Brine Unit, to consist the following described lands:

**In Lafayette County:**

The North half (N/2), and the North half of the South half (N/2 S/2) of Section 28 Township 17S Range 23W; All of Section 20 Township 17S Range 23W; All of Section 21 Township 17S Range 23W, Lafayette County, Arkansas.

**In Columbia County:**

All of Section 22 Township 17S Range 23W; All of Section 23 Township 17S Range 23W; The South half (S/2) and the South half of the Northwest Quarter (S/2 NW/4) and the West half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the South half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter (S/2 NE/4 SW/4 NE/4) and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the South half of the North half of the Southeast Quarter of the Northeast Quarter (S/2 N/2 SE/4 NE/4) and the South half of the Southeast Quarter of the Northeast Quarter (S/2 SE/4 NE/4) of Section 24 Township 17S Range 23W; The South half (S/2) of Section 19 Township 17S Range 22W; The North half (N/2), and the North half of the South half (N/2 S/2) of Section 30 Township 17S Range 22W; All of Section 25 Township 17S Range 23W; All of Section 26 Township 17S Range 23W; The North half (N/2), and the North half of the South half (N/2 S/2), and the South half of the Southeast Quarter (S/2 SE/4) of Section 27 Township 17S Range 23W, Columbia County, Arkansas,

containing, in the aggregate 6,138 acres, more or less.

The applicant also requests an order integrating the underground brine production interests of all unleased brine owners within the proposed Evergreen Brine Unit including the following:

Abshere, Aileen Park, heirs of devisees; Altom, Mary Dorman, heirs or devisees; Barentine, Carla; Barentine, Charles William; Barentine, Jr., Jimmy; Bennett, Lula B., heirs or devisees; Berryman, Paul; Berryman 1996 Trust; Black Stone Minerals; Bobino, Marilyn Stovall; Bond, Daisye, heirs or devisees; Boswell, Glen; Bowley, Patricia R.; Bradley, Ruby, et al; Brooks, Dulcena Dorman, heirs or devisees; Burrow, Bertie, heirs or devisees; Cambell, Levada, heirs or devisees; Collier, Barbara Warren, heirs or devisees; Cummings, Cora, heirs or devisees; Cummings, Frank, et al; Davis, Sarah; Dejedredo Limited Partnership; Denton, Jasmine; Dingle, Kathy Lynn George; Dorman, Green W., heirs or devisees; DuBose, Gloria; Eshenbaugh, Jamie R., heirs or devisees; F & G

Investments, LLC; First Baptist Church Albuquerque; Floyd, Espanola; Franklin, Lucy Dorman, heirs or devisees; George, David Paul; George, Samuel Herbert; Grand, Erik Joseph; Green, Paul; Harris, Magdalena Dorman, heirs or devisees; Hawkins, Alice Lowe; Haynes, Donald O.; Hendrix, Esther, heirs or devisees; Hendrix, Thomas E.; Henry, Birdie May, heirs or devisees; Hicks, Julia Anne, heirs or devisees; Hicks, Virginia Rose, heirs or devisees; Hobbins, Ophelia Lowe; Hutchinson, Lyndsay; Hyde, Bertha L., heirs or devisees; Hyman, Janet Pauline; Hyman, Judy; Hyman, Laura Kay; Hyman, III, Hugh; Jackson, Alabama Dorman, heirs or devisees; James Warren Davis Estate; Johnson, Alice Teen; Johnson, Annie Calloway; Johnson, Billy Ray, heirs or devisees; Johnson, Booker T., heirs or devisees; Johnson, Marshall Lee, heirs or devisees; Johnson, Regena; Jones, Kelly; Jones, Kevin Carter; King, George B.; King, Polly M.; King, Virginia L.; Lawson, Dorater, heirs or devisees; Lewark LLC; Lois K. Deane Revocable Trust; Margaret Davis Green Estate; Margaret Luck Stuart Estate; Mary J. Warren Williams Estate; Matthews, Bobbie Faye; Matthews, Jessie Toney; Melonvine Striders Running Club; Miller, Minnie Jean, heirs or devisees; Mitchell, Estelle Park, heirs or devisees; Molleston, Margaret Woodward; Moore, Randy; Park, Lonnie Leroy; Park, Marvin, heirs or devisees; Patterson, Blanche Mae, heirs or devisees; Peppers, Rosetta, heirs or devisees; Pillow, Lurana Dorman, heirs or devisees; Poe Minerals, LLC; Radford, Ayisha, heirs or devisees; Radford, Eugene, heirs or devisees; Radford, Kevin, heirs or devisees; Radford, Leonard, heirs or devisees; Razer, Ann Holmes; Rice, Loretta Green; Richardson, Sharon; Robinson, Chris, heirs or devisees; Robinson, Ezekial, heirs or devisees; Ross, Viola Jean; Roton, Robert Park; Shareholders of McKamie Gas Cleaning Co. (including the following persons and entities or their unknown heirs or successors: VR4-Moria LP, Bayer, Oryx Energy Company, Nelson Land & Cattle Inc., G.H. Vaughn Deceased, John W. O'Boyle, Hannah Seeger Davis, Stanley J. Seeger Jr., A.G. Oliphant, James D. Heldt, Chevron, G.H. Vaughn Jr., Jack C. Vaughn, Jean Brown, W.C. Brown, Mary Seeger O'Boyle Deceased, Helen B. Seeger Deceased, North Central Oil Corporation, Paul F. Barnhart, Paul F. Barnhart Trustee, Thomas A. Brown Deceased, Harry B. Barnhart, Harry N. Ferguson, The Citizens Securities Company, St. Vincent's Island Company, John W. O'Boyle Jr., Kathleen O'Boyle, Mary O'Boyle II, William Buchanan O'Boyle, Emeline Grim Fuller, Henry Sears, Heirs Devises of Mrs. W.C. Brown, Texarkana National Bank Trustee for, Ida M. Bottoms, Alma B. Brown, Ernest Kosek, Mary Brown Florence, John R. Brown, Robert F. Buchanan, William T. Buchanan, Mrs. M.B. McDermott, H.W. Klein, .D. Poindexter, Omah B. Albaugh, McAlester Fuel Company, Sarah C. Crim Deceased, Loretta G. Thomas, Grace Wagner Kenney, Harold B. Carter, Gay Montague Moore, C.H. Murphy Jr., Addys Brown, Poncantico Oil & Gas Corporation, Hazel Brown Ricks, William Hood Williams Deceased, Alan L. Corey, Polly R. Rowley, Alice P. Melly, James C. Joyner, Lena M. Boyce, The Texarkana National Bank of, Texarkana Texas, O.S. Moore Katherine M. Unsworth, and Henry Moore III, Texas Industries Inc., Ormond Corporation, Anita O'Neal Smith, Vance Foster, G.C. Easley, Laurence F. Lees, J.D. Thrasher, J.B. and Oleta Cutbirth, A.L. Corey Jr., Annie H. Cabe, R.L. Searcy Jr., David O. D. Kennedy, Mrs. Barteau Nations Gillespie, Urban H. Wagner, Russell O. Latimer, Graridge Corporation, Mary Wallace Avinger, James Henderson O'Neal Deceased, John Franks, Willa Mae Wallace Ambrose, Bess Whitmarsh Andrews, Mrs. Clyde Wallace Gruner, Marguerite Whitmarsh Holman, Mrs. Zelle

Whitmarsh Letts, J.K. Crossman, J.B. Cutbirth, Elsie Wallace, John Buchanan Brown, Robert Allen Brown, Thomas R. Brown Jr., Kathryn M. Jones, Pearl E. Jones, Henry Moore Jr. Deceased, Horace C. Cabe, Mildred Cabe Cook, Charles Louis Cabe, Harold H. Cabe, John C. Cabe, Madeline O. Bartell, W.C. Boney, Elizabeth Galloway, Katherine M. Unsworth uwo Henry, Moore Jr. Deceased, Joseph Frederick Shaw, R. Hazel Moran Deceased, Robert Thorton Shaw Deceased, A.A. Welsh & Company, Elloine Mosely Sinclair, Beatrice M. Elias, Mike E. Florence, Frances G. Nosseck, C.B. Stockard and Hazel Stockard, Annie Claire Atkinson, Searcy H. Atkinson, Joe B. Atkinson, W.A. Stockard, W.A. Stockard and Evelyn Stockard, R.N. Vickers, Corrine Burg, Martha Smith, Virginia Stevens, Maude A. Dalrymple, Iris L. Malone Gilliam, D.B. Maddox, L.E. Tennyson, R.T. Ellzey, Thomas A. Clark, Elizabeth Clark Sharp, Frank D. White, William Clark, O.B. Clark, Willie Gorman Maddox, Jorene Clark Cates, Tillman J. Clark Jr., William G. Clark, Janie Bailey, and Lillie Jo Elrod); Sharpe, Idella, heirs or devisees; Shauri, Karen; Simmons, W. C.; Springhill Land and Timber, LLC; Stovall, Willie, heirs or devisees; Stultz, Barbara June; Tucker, Elmina Dorman, heirs or devisees; Wagner, Martha Dorman, heirs or devisees; Waldrep, Nancy Dorman, heirs or devisees; Warren, Nancy; Warren, Jr., William Sidney; Watson, Tom, heirs or devisees; Wilson, Hannah; Wilson, Winston O., heirs or devisees; Woods, Florene; and Woodward, III, W.A.G.

**The Arkansas Oil and Gas Commission has no authority to grant any surface rights in connection with the requested integration order (Ark. Code Ann. § 15-76-306 (c)(10)(B).) Accordingly, the Application does not seek any right to access or utilize the surface of any of the above described lands unless such right already exists or is subsequently granted by the owner of such surface.**

**Pursuant to Ark. Code Ann. § 15-76-321(a), any owner of an interest in a tract which is adjacent to the above proposed brine production unit and which is not included therein may petition the commission to have the tract included in the unit, and the commission shall issue its order after reasonable notice and hearing to include the tract under the same terms and conditions as those then existing with respect to other tracts in the unit, provided that it is demonstrated to the satisfaction of the commission that the tract is being unlawfully drained or is in imminent danger of being so drained through the operations of the unit.**

The application will be heard by the Arkansas Oil and Gas Commission at a public hearing at 9:00 a.m. July 25, 2023, or at such later hour as may be designated by the Commission staff, in the offices of the Oil and Gas Commission 2215 W Hillsboro St, El Dorado, Arkansas. The purpose of the Commission Hearing will be to receive evidence relative to the matter specified in this Notice of Public Hearing and for the issuance of any rules and regulations that are found to be appropriate following the hearing. Due to the length of some docket items, the hearing may continue into the following day.

Please use the above docket number in any inquiries to the Commission concerning this matter. Also, please note that the docket number contained within this Notice is



subject to change at the discretion of the Arkansas Oil and Gas Commission. Copies of the application are available for review at the Commission offices located within the Arkansas Department of Energy and Environment, 5301 Northshore Drive, North Little Rock, Arkansas, phone number 501-683-5814 and 3309 Phoenix Avenue, Fort Smith, Arkansas, phone number 479-646-6611. Inquiries should be directed to Daniel Pilkington, Chief Counsel, at the North Little Rock address above, or by e-mail at [Daniel.Pilkington@aogc.state.ar.us](mailto:Daniel.Pilkington@aogc.state.ar.us).

Any parties who propose to oppose a filed application, shall notify, in writing, the Director of the Arkansas Oil and Gas Commission and the Applicant's Attorney of the proposed opposition, not later than the close of business on the Friday before the scheduled public hearing date. Objections should be directed to the Oil and Gas Commission, at the North Little Rock address, or by e-mail at [objections@aogc.state.ar.us](mailto:objections@aogc.state.ar.us). Please note that the Arkansas Oil and Gas Commission will post a proposed agenda of the said public hearing, setting out the tentative order in which the cases will be heard, on its website, <http://www.aogc.state.ar.us>, approximately ten (10) days prior to the hearing date. You are invited to log on to the Commission's website and view a copy of this agenda. If you do not have access to the internet, you may call the Oil and Gas Commission at either the Little Rock or Fort Smith office and request that a copy of the agenda be mailed to you.

ARKANSAS OIL AND GAS COMMISSION

By: Lawrence Bengal, Director



OIL & GAS  
COMMISSION

## DOCKET NO. 022-2023-04

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The applicant also requests an order integrating the underground brine production interests of all unleased brine owners within the proposed Evergreen Brine Unit including the following:

Abshere, Aileen Park, heirs of devisees; Altom, Mary Dorman, heirs or devisees; Barentine, Carla; Barentine, Charles William; Barentine, Jr., Jimmy; Bennett, Lula B., heirs or devisees; Berryman, Paul; Berryman 1996 Trust; Black Stone Minerals; Bobino, Marilyn Stovall; Bond, Daisye, heirs or devisees; Boswell, Glen; Bowley, Patricia R.; Bradley, Ruby, et al; Brooks, Dulcena Dorman, heirs or devisees; Burrow, Bertie, heirs or devisees; Cambell, Levada, heirs or devisees; Collier, Barbara Warren, heirs or devisees; Cummings, Cora, heirs or devisees; Cummings, Frank, et al; Davis, Sarah; Dejedredo Limited Partnership; Denton, Jasmine; Dingle, Kathy Lynn George; Dorman, Green W., heirs or devisees; DuBose, Gloria; Eshenbaugh, Jamie R., heirs or devisees; F & G Investments, LLC; First Baptist Church Albuquerque; Floyd, Espanola; Franklin, Lucy Dorman, heirs or devisees; George, David Paul; George, Samuel Herbert; Grand, Erik Joseph; Green, Paul; Harris, Magdalena Dorman, heirs or devisees; Hawkins, Alice Lowe; Haynes, Donald O.; Hendrix, Esther, heirs or devisees; Hendrix, Thomas E.; Henry, Birdie May, heirs or devisees; Hicks, Julia Anne, heirs or devisees; Hicks, Virginia Rose, heirs or devisees; Hobbins, Ophelia Lowe; Hutchinson, Lyndsay; Hyde, Bertha L., heirs or devisees; Hyman, Janet Pauline; Hyman, Judy; Hyman, Laura Kay; Hyman, III, Hugh; Jackson, Alabama Dorman, heirs or devisees; James Warren Davis Estate; Johnson, Alice Teen; Johnson, Annie Calloway; Johnson, Billy Ray, heirs or devisees; Johnson, Booker T., heirs or devisees; Johnson, Marshall Lee, heirs or devisees; Johnson, Regena; Jones, Kelly; Jones, Kevin Carter; King, George B.; King, Polly M.; King, Virginia L.; Lawson,

Dorater, heirs or devisees; Lewark LLC; Lois K. Deane Revocable Trust; Margaret Davis Green Estate; Margaret Luck Stuart Estate; Mary J. Warren Williams Estate; Matthews, Bobbie Faye; Matthews, Jessie Toney; Melonvine Striders Running Club; Miller, Minnie Jean, heirs or devisees; Mitchell, Estelle Park, heirs or devisees; Molleston, Margaret Woodward; Moore, Randy; Park, Lonnie Leroy; Park, Marvin, heirs or devisees; Patterson, Blanche Mae, heirs or devisees; Peppers, Rosetta, heirs or devisees; Pillow, Lurana Dorman, heirs or devisees; Poe Minerals, LLC; Radford, Ayisha, heirs or devisees; Radford, Eugene, heirs or devisees; Radford, Kevin, heirs or devisees; Radford, Leonard, heirs or devisees; Razer, Ann Holmes; Rice, Loretta Green; Richardson, Sharon; Robinson, Chris, heirs or devisees; Robinson, Ezekial, heirs or devisees; Ross, Viola Jean; Roton, Robert Park; Shareholders of McKamie Gas Cleaning Co. (including the following persons and entities or their heirs or successors: VR4-Moria LP, Bayer, Oryx Energy Company, Nelson Land & Cattle Inc., G.H. Vaughn Deceased, John W. O'Boyle, Hannah Seeger Davis, Stanley J. Seeger Jr., A.G. Oliphant, James D. Heldt, Chevron, G.H. Vaughn Jr., Jack C. Vaughn, Jean Brown, W.C. Brown, Mary Seeger O'Boyle Deceased, Helen B. Seeger Deceased, North Central Oil Corporation, Paul F. Barnhart, Paul F. Barnhart Trustee, Thomas A. Brown Deceased, Harry B. Barnhart, Harry N. Ferguson, The Citizens Securities Company, St. Vincent's Island Company, John W. O'Boyle Jr., Kathleen O'Boyle, Mary O'Boyle II, William Buchanan O'Boyle, Emeline Grim Fuller, Henry Sears, Heirs Devises of Mrs. W.C. Brown, Texarkana National Bank Trustee for, Ida M. Bottoms, Alma B. Brown, Ernest Kosek, Mary Brown Florence, John R. Brown, Robert F. Buchanan, William T. Buchanan, Mrs. M.B. McDermott, H.W. Klein, .D. Poindexter, Omah B. Albaugh, McAlester Fuel Company, Sarah C. Crim Deceased, Loretta G. Thomas, Grace Wagner Kenney, Harold B. Carter, Gay Montague Moore, C.H. Murphy Jr., Addys Brown, Poncatico Oil & Gas Corporation, Hazel Brown Ricks, William Hood Williams Deceased, Alan L. Corey, Polly R. Rowley, Alice P. Melly, James C. Joyner, Lena M. Boyce, The Texarkana National Bank of, Texarkana Texas, O.S. Moore Katherine M. Unsworth, and Henry Moore III, Texas Industries Inc., Ormond Corporation, Anita O'Neal Smith, Vance Foster, G.C. Easley, Laurence F. Lees, J.D. Thrasher, J.B. and Oleta Cutbirth, A.L. Corey Jr., Annie H. Cabe, R.L. Searcy Jr., David O. D. Kennedy, Mrs. Barteau Nations Gillespie, Urban H. Wagner, Russell O. Latimer, Graridge Corporation, Mary Wallace Avinger, James Henderson O'Neal Deceased, John Franks, Willa Mae Wallace Ambrose, Bess Whitmarsh Andrews, Mrs. Clyde Wallace Gruner, Marguerite Whitmarsh Holman, Mrs. Zelle Whitmarsh Letts, J.K. Crossman, J.B. Cutbirth, Elsie Wallace, John Buchanan Brown, Robert Allen Brown, Thomas R. Brown Jr., Kathryn M. Jones, Pearl E. Jones, Henry Moore Jr. Deceased, Horace C. Cabe, Mildred Cabe Cook, Charles Louis Cabe, Harold H. Cabe, John C. Cabe, Madeline O. Bartell, W.C. Boney, Elizabeth Galloway, Katherine M. Unsworth uwo Henry, Moore Jr. Deceased, Joseph Frederick Shaw, R. Hazel Moran Deceased, Robert Thorton Shaw Deceased, A.A. Welsh & Company, Elloine Mosely Sinclair, Beatrice M. Elias, Mike E. Florence, Frances G. Nossek, C.B. Stockard and Hazel Stockard, Annie Claire Atkinson, Searcy H. Atkinson, Joe B. Atkinson, W.A. Stockard, W.A. Stockard and Evelyn Stockard, R.N. Vickers, Corrine Burg, Martha Smith, Virginia Stevens, Maude A. Dalrymple, Iris L. Malone Gilliam, D.B. Maddox, L.E. Tennyson, R.T. Ellzey, Thomas A. Clark, Elizabeth Clark Sharp, Frank D. White, William Clark, O.B. Clark, Willie Gorman Maddox, Jorene Clark Cates, Tillman J. Clark Jr., William G. Clark, Janie Bailey, and Lillie Jo Elrod); Sharpe, Idella, heirs or devisees; Shauri, Karen; Simmons, W. C.; Springhill Land and Timber, LLC; Stovall, Willie, heirs or devisees; Stultz, Barbara June; Tucker, Elmina Dorman, heirs or devisees; Wagner, Martha Dorman, heirs or devisees; Waldrep, Nancy Dorman, heirs or devisees; Warren, Nancy; Warren, Jr., William Sidney; Watson, Tom, heirs or devisees; Wilson, Hannah; Wilson, Winston O., heirs or devisees; Woods, Florene; and Woodward, III, W.A.G.

The Arkansas Oil and Gas Commission has no authority to grant any surface rights in connection with the requested integration order (Ark. Code Ann. § 15-79-306 (c)(10)(B).) Accordingly, the Application does not seek any right to access or utilize the surface of any of the above described lands unless such right already exists or is subsequently granted by the owner of such surface.

Pursuant to Ark. Code Ann. § 15-76-321(a), any owner of an interest in a tract which is adjacent to the above proposed brine production unit and which is not included therein may petition the commission to have the tract included in the unit, and the commission shall issue its order after reasonable notice and hearing to include the tract under the same terms and conditions as those then existing with respect to other tracts in the unit, provided that it is demonstrated to the satisfaction of the commission that the tract is being unlawfully drained or is in imminent danger of being so drained through the operations of the unit.

The application will be heard by the Arkansas Oil and Gas Commission at a public hearing at 9:00 a.m. July 25, 2023, or at such later hour as may be designated by the Commission staff, in the offices of the Oil and Gas Commission 2215 W Hillsboro St, El Dorado, Arkansas. The purpose of the Commission Hearing will be to receive evidence relative to the matter specified in this Notice of Public Hearing and for the issuance of any rules and regulations that

are found to be appropriate following the hearing. Due to the length of some docket items, the hearing may continue into the following day.

Please use the above docket number in any inquiries to the Commission concerning this matter. Also, please note that the docket number contained within this Notice is subject to change at the discretion of the Arkansas Oil and Gas Commission. Copies of the application are available for review at the Commission offices located within the Arkansas Department of Energy and Environment, 5301 Northshore Drive, North Little Rock, Arkansas, phone number 501-683-5814 and 3309 Phoenix Avenue, Fort Smith, Arkansas, phone number 479-646-6611. Inquiries should be directed to Daniel Pilkington, Chief Counsel, at the North Little Rock address above, or by e-mail at [Daniel.Pilkington@aogc.state.ar.us](mailto:Daniel.Pilkington@aogc.state.ar.us).

Any parties who propose to oppose a filed application, shall notify, in writing, the Director of the Arkansas Oil and Gas Commission and the Applicant's Attorney of the proposed opposition, not later than the close of business on the Friday before the scheduled public hearing date. Objections should be directed to the Oil and Gas Commission, at the North Little Rock address, or by e-mail at [objections@aogc.state.ar.us](mailto:objections@aogc.state.ar.us). Please note that the Arkansas Oil and Gas Commission will post a proposed agenda of the said public hearing, setting out the tentative order in which the cases will be heard, on its website, <http://www.aogc.state.ar.us>, approximately ten (10) days prior to the hearing date. You are invited to log on to the Commission's website and view a copy of this agenda. If you do not have access to the internet, you may call the Oil and Gas Commission at either the Little Rock or Fort Smith office and request that a copy of the agenda be mailed to you.

This notice is not a summons to appear but merely an invitation to attend the public hearing. A copy of this notice is being sent to all known interested parties whose addresses were compiled by the Applicant. Your property rights may be affected by the ruling of the Commission on this matter.

**EXHIBIT "A-1"**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**Legal Description**

**In Lafayette County:**

The North half (N/2), and the North half of the South half (N/2 S/2) of Section 28 Township 17S Range 23W; All of Section 20 Township 17S Range 23W; All of Section 21 Township 17S Range 23W, Lafayette County, Arkansas.

**In Columbia County:**

All of Section 22 Township 17S Range 23W; All of Section 23 Township 17S Range 23W; The South half (S/2) and the South half of the Northwest Quarter (S/2 NW/4) and the West half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the South half of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter (S/2 NE/4 SW/4 NE/4) and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the South half of the North half of the Southeast Quarter of the Northeast Quarter (S/2 N/2 SE/4 NE/4) and the South half of the Southeast Quarter of the Northeast Quarter (S/2 SE/4 NE/4) of Section 24 Township 17S Range 23W; The South half (S/2) of Section 19 Township 17S Range 22W; The North half (N/2), and the North half of the South half (N/2 S/2) of Section 30 Township 17S Range 22W; All of Section 25 Township 17S Range 23W; All of Section 26 Township 17S Range 23W; The North half (N/2), and the North half of the South half (N/2 S/2), and the South half of the Southeast Quarter (S/2 SE/4) of Section 27 Township 17S Range 23W, Columbia County, Arkansas,

containing, in the aggregate 6,138 acres, more or less.

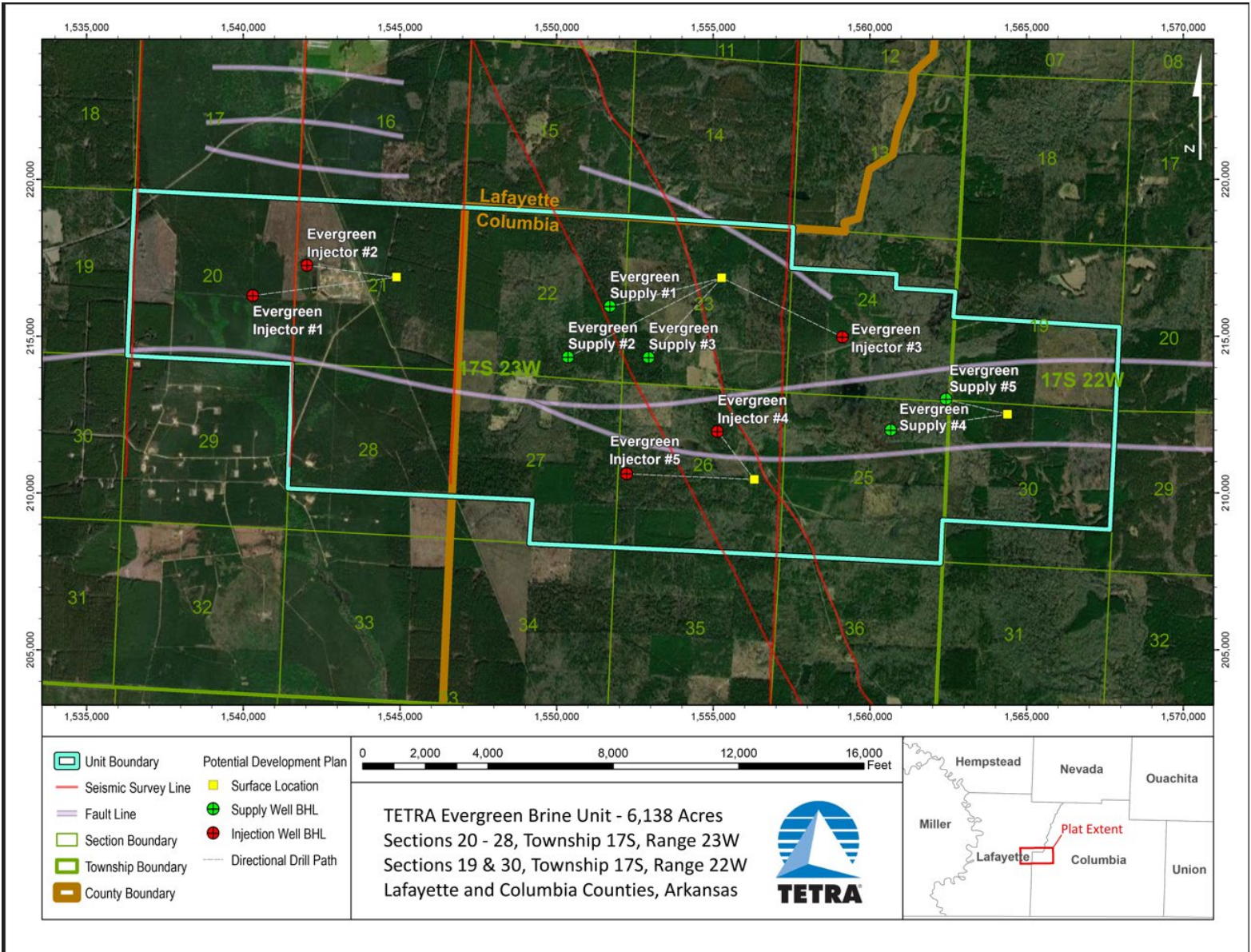
Section	Township	Range	Gross Acres	TETRA Leased Acres	Participating Interest Acres	%
20	17S	23W	640	112.5	527.5	100%
21	17S	23W	631.34	236.34	338.76	91%
22	17S	23W	640	465	80	85%
23	17S	23W	636.48	447.1	52.12	78%
24	17S	23W	465	136.42	257.92	85%
25	17S	23W	640	498.33	39.08	84%
26	17S	23W	640	475.38	15.15	77%
27	17S	23W	551.72	474.47	33.7	92%
28	17S	23W	490.51	394.19	96.32	100%
19	17S	22W	321.68	262.93	38.75	94%
30	17S	22W	481.61	104.93	252.41	74%
<b>Totals</b>			<b>6138.34</b>	<b>3,607.58</b>	<b>1,731.70</b>	<b>86.98%</b>

Total Acres: 6,138.34  
Total Acres Leased: 5,339.28  
Percent Leased: 86.98%

# EXHIBIT "A-2"

## TETRA TECHNOLOGIES, INC. AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION

### Plat



## EXHIBIT “B”

### TETRA TECHNOLOGIES, INC. AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION

#### Plan of Development

TETRA Technologies, Inc (TETRA) and a participating working interest owner have formulated a plan to develop 6,138 acres, more or less, of brine lease rights held in Southwest Arkansas to support future demand growth within their respective businesses.

TETRA has held most of its 40,000 gross acres of brine rights in Southwest Arkansas since the mid-1990s but has never developed this acreage for brine or bromine production having historically relied on long-term supply contracts or spot market purchases to meet its completion fluids business demand. With the changing market dynamics of bromine, including inflationary costs, tightening supply and a potential high growth market demand for PureFlow fluids, TETRA is taking the necessary steps to secure its own production and internal supply of bromine to meet the future demands of the oil & gas markets, and the potential rapidly growing demand for PureFlow fluids in the energy storage markets.

TETRA’s existing manufacturing facility in West Memphis, Arkansas, will be the destination for all bromine produced from TETRA’s proposed brine unit and processing facility near Magnolia, AR. The West Memphis plant produces all of the Company’s clear brine fluids, including PureFlow ultra-pure zinc-bromide fluid. TETRA’s West Memphis plant utilizes highly automated processes and has patented manufacturing processes supporting PureFlow fluids production.

This development plan provides an overview of past and future activities to develop the proposed 6,138-acre unit, including the proposed locations of (5) supply wells and (5) injector wells, to secure and enhance long-term bromine supply from the Smackover formation.

#### **PAST ACTIVITIES:**

**January 2022** – TETRA completed and sampled its first test well (MKP-A47) to confirm bromine and lithium concentrations within the Smackover brine within the unit. Results were used to develop TETRA’s *S-K 1300 Technical Report: Maiden Inferred Bromine- and Lithium-Brine Resource Estimations for TETRA Technologies, Inc.’s TETRA Property In Arkansas, United States.*

**July 2022** – TETRA contracted the services of Hargrove & Associates to complete a FEED (front end engineering design) study for the design and development of a greenfield

bromine extraction facility, including all support facilities/infrastructure and brine pipeline from/to the supply/injection wells.

**15 September 2022** - TETRA published *S-K 1300 Technical Report: Maiden Inferred Bromine- and Lithium-Brine Resource Estimations for TETRA Technologies, Inc.'s TETRA Property In Arkansas, United States.*, defining the potential bromine resources underlying TETRA's ~40,000 gross acres of brine lease rights.

**October 2022** - TETRA contracted the services of Lonquist & Company LLC to conduct a detailed geological study for the entire 40,000 gross acres, as well as reservoir and production simulation within the proposed unit.

**December 2022** – Hargrove & Associates completed TETRA's FEED study providing robust conceptual development and design for bromine extraction from brine including heat and material balance, energy balance, preliminary equipment design and plant layout, preliminary detailed design and construction schedules, and +/- 20% total installed cost estimates.

**June 2023** – Lonquist & Company LLC completed the initial reservoir analysis and have identified preliminary optimum locations for supply and injection wells within the proposed 6,138 acre unit to efficiently sweep the mineral-rich brine from the injector wells towards the supply wells and maximize production from the proposed unit.

### **FUTURE ACTIVITIES:**

**During 2023** TETRA intends to:

- Drill and complete an additional test well to obtain additional brine samples and detailed well log data to potentially enhance the reservoir model, and potentially further optimize supply and injection well locations to more efficiently sweep the brine field .
- Begin detailed design of the bromine processing facility.

**During 2024** TETRA intends to begin constructing the bromine processing facility, and to begin drilling and completing (5) supply wells, (5) injection well (reference Exhibit C) to produce and transport brine to proposed bromine processing plant facility, and reinjection of tail brine into the reservoir.



**EXHIBIT "C"**

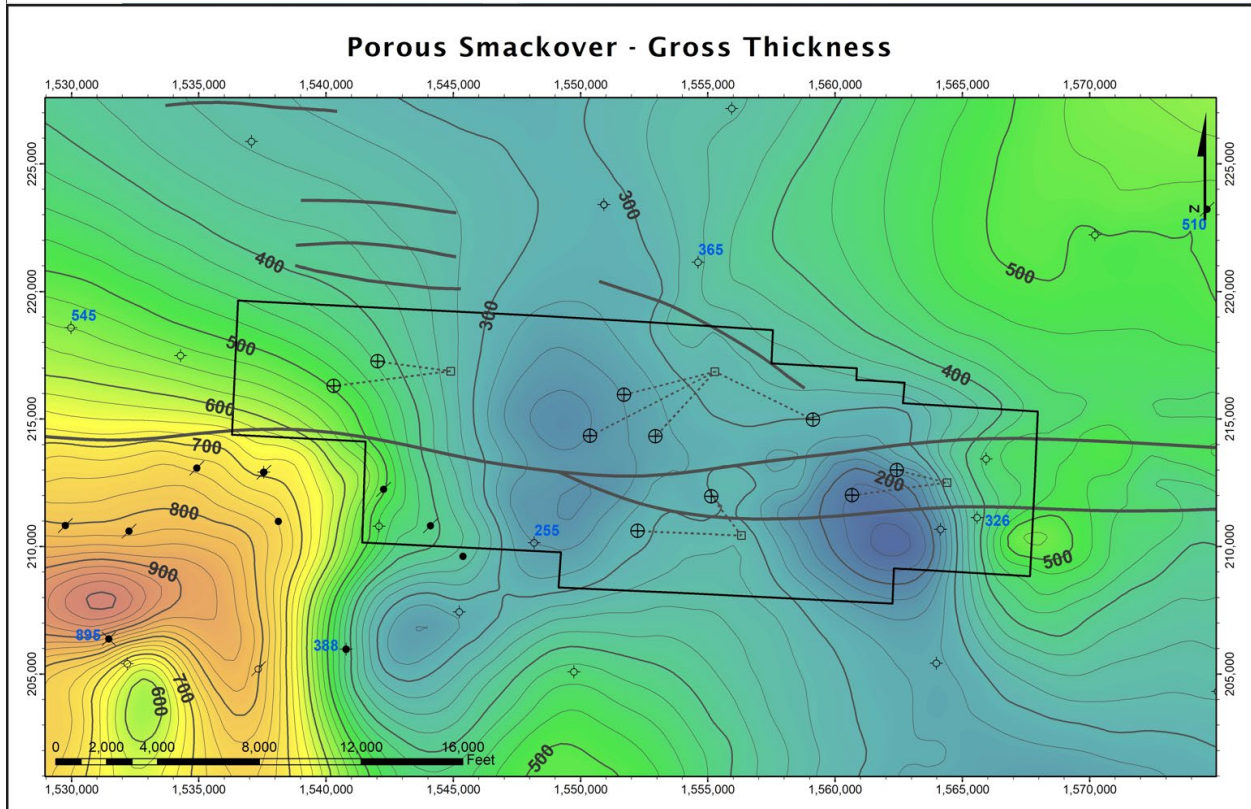
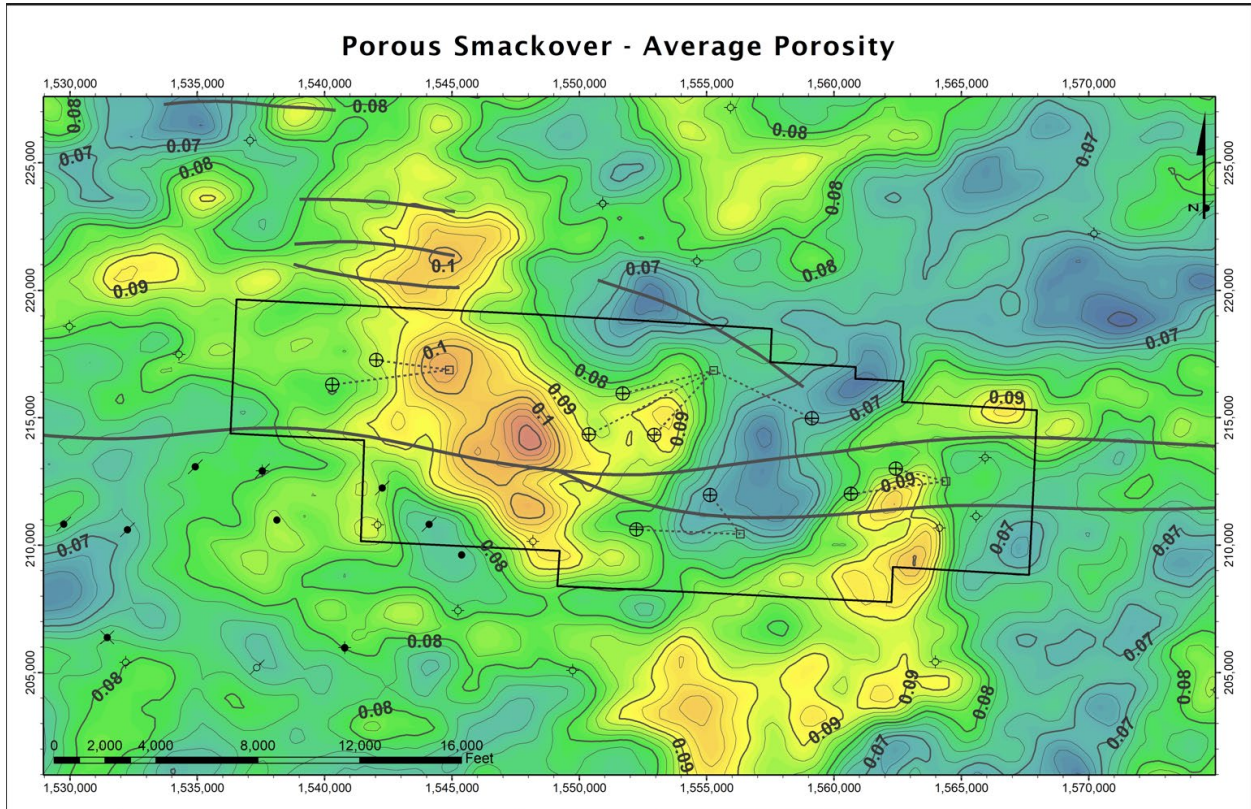
**TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**Proposed Well Locations**

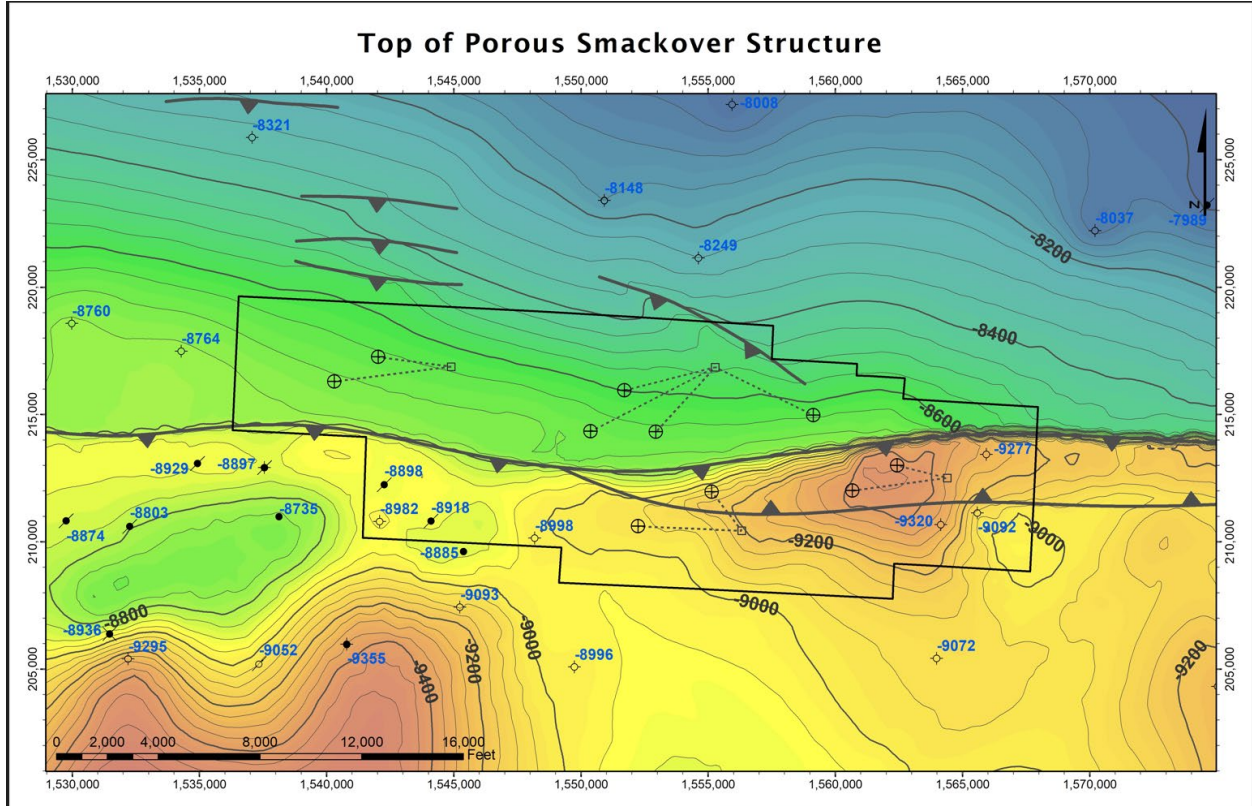
	<b>Top Hole Location</b>	<b>Bottom Hole Location</b>
Evergreen Supply #1	S23 T17S R23W	S22 T17S R23W
Evergreen Supply #2		S22 T17S R23W
Evergreen Supply #3		S23 T17S R23W
Evergreen Injector #3		S24 T17S R23W
Evergreen Supply #4	S30 T17S R22W	S25 T17S R23W
Evergreen Supply #5		S24 T17S R23W
Evergreen Injector #1	S21 T17S R23W	S20 T17S R23W
Evergreen Injector #2		S21 T17S R23W
Evergreen Injector #4	S26 T17S R23W	S26 T17S R23W
Evergreen Injector #5		S26 T17S R23W

↑ EXHIBIT "D-1" GEOLOGICAL EXHIBITS

TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION



**EXHIBIT "D-1" GEOLOGICAL EXHIBITS  
TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**



**EXHIBIT "D-2"**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**Rock and Fluid Properties Brine Resources Data**

**Rock and Fluid Properties**

1) Unit Area, Acres	6138
2) Unit Area, AF	1,367,932
3) Average Porous Thickness (Greater than 5% Porosity), ft	222.9
4) Average Porosity, %	10.15
5) Water Saturation, %	98
6) Brine Formation Volume Factor, rb/stb	1.022
7) Production Conformance, %	53.0%

**Brine Reserve Data**

8) Unit Area Brine-in-Place, stb/AF	754.8
9) Unit Area Brine-in-Place, stb	1,032,493,462
10) 20-Year Recoverable Unit Area Brine, stb	547,500,000

Average annual production volume per well, stb 5,475,000

stb - stock tank barrel

rb - reservoir barrel

AF - acre feet

## EXHIBIT "D-3"

### TETRA TECHNOLOGIES, INC. AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION

#### Economic Data

1) Area of Unit, acres	6,138
2) In-Lieu brine Royalty, \$/ac/Yr	\$63.84
3) In-lieu brine Royalty, \$(1% unit)/Yr	\$3,918
4) Produced brine value, \$/bbl	\$0.364
5) Total Annual Brine Production, bbl	27,375,000
6) Annual Brine Field Oper. Expense	\$ 6,133,093
7) Initial Capital Investment	\$135,200,000



**EXHIBIT “D-5”**

**TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**Analysis of Brine Drainage**

**Lafayette and Columbia Counties, Arkansas**

**Rock and Fluid Properties**

1) Average Porosity, %	10.15
2) Water Saturation, %	98
3) Brine Formation Volume Factor, rb/stb	1.022
4) Average Porous Thickness, ft	222.9

**Drainage Analysis**

5) Brine-in-Place, stb/AF	754.8
6) 20-Year Brine Production, stb	547,500,000
7) Area Drain, acres	3,255
8) Drainage Radius, ft	6,718

stb - stock tank barrel

rb - reservoir barrel

AF - acre feet

**EXHIBIT "D-6"**

**TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**Potential Expert Witnesses - CV's**



## EXHIBIT "D-6"

### TETRA TECHNOLOGIES, INC.

#### AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION

#### Engineering Expert CV

**RICHARD R. LONQUIST, P.E.**  
Chairman

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Dick Lonquist founded Lonquist & Co. LLC in September 2005. He has more than 35 years' experience in petroleum engineering, underground storage engineering, mining engineering, carbon sequestration and financial consulting services for energy production, transmission and storage companies, banks, trusts and institutional investors.

#### Education

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Texas A&M University (USA) 1988 - Bachelor of Science in Petroleum Engineering

#### Previous Positions

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**Hite, McNichol & Lonquist, Inc.** Austin, Texas, USA [July 2001 to October 2005]

Vice President Responsibilities included evaluation of oil, gas, shale and coal seam gas properties, gas storage engineering, hydrocarbon liquids storage and gas supply studies on both a domestic and international basis.

**Capital Minerals, LLC** Austin, Texas, USA [March 2000 to July 2001]

President & CEO Capital Minerals, LLC, was the mineral and royalty acquisition subsidiary of Sandefer Capital Partners, L.P. Responsibilities included management of \$100 million of equity acquisition capital. Property base included minerals and royalties in 19 states and 200 counties.

**Huddleston & Co., Inc.** Houston, Texas, USA [September 1991 to March 2000]

Vice President Responsibilities included evaluation of oil, gas, coal seam methane gas and gas storage properties, both domestic and international. Prepared evaluations for major and independent oil and gas companies, pipelines, financial institutions and institutional investors. Provided direct technical and business advisory support services to institutional investors. Also provided reports, exhibits, technical support and expert testimony for State and Federal Courts in the U.S. and Canada.

**Peter Paul Petroleum Company** Houston, Texas, USA [September 1991 to March 2000]  
(Affiliate of Huddleston & Co., Inc.)

Vice President Lafitte Energy, Ltd., engaged in 3-D seismic based exploration with operations in Texas, Louisiana, Oklahoma and California.

Vice President Louisiana Minerals, Ltd. and California Minerals, Ltd., a fee mineral owner with holdings of 275,000 and 225,000 net mineral acres in 22 counties in California.

**Pennzoil Exploration & Production Co.** Houston and Carthage, Texas, USA [January 1989 to September 1991]

Area Engineer Responsibilities included supervision of drilling, workover and completion operations in East Texas and North and Central Louisiana.

Acquisition Engineer Responsibilities included reservoir engineering, due diligence, economic analysis and bid formulation for the acquisition of producing properties from \$5 million to \$900 million.

**Dowell – Schlumberger, Inc.** Glenville, West Virginia, USA [May 1988 to January 1989]

Supervised cementing, fracture treatments and acidizing operations in the Appalachian and Michigan basins.

### **Professional Registrations and Societies**

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Registered Professional Engineer (Texas No. 73008)

Society of Petroleum Engineers

Society of Petroleum Evaluation Engineers

American Society of Mechanical Engineers

Kilgore College – Petroleum Technology Advisory Committee 2005-2006

Solution Mining Research Institute

Southern Gas Association

Society of Independent Professional Earth Scientists

Petroleum Engineering Department Industry Board, Texas A&M University 2013 - Present

Petroleum Ventures Program Advisory Board, Texas A&M University 2016 – Present

Academy of Distinguished Petroleum Engineers, Texas A&M University - 2021

## **NATHANIEL L. BYARS, P.E.**

### **Vice President**

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Nathaniel Byars began working at Lonquist in 2011. He has 12 years of experience providing a wide variety of petroleum engineering, underground storage engineering and mining engineering consulting services to oil and gas companies, gas transmission companies, natural gas and liquids storage companies, banks, trusts and institutional investors.

### **Education**

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The University of Texas at Austin (USA) 2008 – Bachelor of Science, Mechanical Engineering

### **Experience**

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**Lonquist & Co, LLC** Austin, Texas, USA

[2011 to 2023]

Principal Engineer Manage reservoir simulation modeling efforts for solution mining, lithium and bromine brine mining, carbon sequestration, and salt water and acid gas disposal. Organize efforts from geophysicists, geologists, and reservoir engineers to convey processes and findings for clients and regulators. Manage pressure transient analyses and formation flow modeling identifying well capacities and formation pressures from history matching and well test data.

Staff Engineer Created GIS and 3D modeling service sectors within the organization. Led advanced geospatial analysis of surface and underground data for a variety of underground storage and injection projects. Developed standardized processes for analysis of salt cavern sonars, wellsite operational data, well test data, and subsidence surveys. Composed animations and artistic renderings to assist with litigation and distill engineering concepts.

**American Ventus Energy, LLC** Austin, Texas, USA

[2009 to 2011]

Director of Project Engineering Identified prospects for development by analyzing climate and transmission data. Organized and conducted land owner meetings throughout lease negotiation. Coordinated and supervised the installation of met towers on new projects. Collected and processed data for calculation of future energy production levels. Managed turbine selection and acquisition through comparative analysis. Created GIS models in ArcView for prospecting and project layout design.

**Halcyon Environmental LLC** Austin, Texas, USA

[2007 to 2009]

Green Building Consultant Performed energy audits examining building processes and operations. Examined applicability of green building technologies for energy savings. Modeled existing and proposed systems using AutoCAD 3D. Submitted commercial construction proposals to meet LEED® standards.

**Halliburton Security DBS** Woodlands, Texas, USA

[2007]

Engineering Intern/Lab Technician Operated and reported on reliability tests of various components such as rubber seals, journal bearings, and grease formulas used in the

manufacturing of rollercone drill bits. Involved in maintenance and design of testing equipment in lab. Evaluated specimens with profilometer and other measurement tools.

### **Professional Registrations and Societies**

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Registered Professional Engineer (Texas No. 118890)  
Registered Professional Engineer (Louisiana No. PE 0040607)  
Registered Professional Engineer (Mississippi No. 27201)  
Registered Professional Engineer (Oklahoma No. 28915)  
Solution Mining Research Institute

**EMILY OLSON**  
**Senior Geologist**

**Lonquist & Co. LLC** Austin, Texas, USA [2020 – 2023]

Geologic and geophysical consultant with 15+ years of experience in support of economic evaluations, reserve analysis, and regulatory filings. Special emphasis on salt cavern and reservoir storage of hydrocarbons and by-products and disposal wells.

**Education**

Texas A&M University (USA) 2019 – Masters of Science in Geology

Thesis: Depositional Model of Little Cedar Creek Field and Brooklyn Field, Alabama: A Tool in the Pursuit of Smackover Formation Reservoirs

Texas A&M University (USA) 2009 – Bachelor of Science in Geology

**Previous Positions**

**Olson Geologic, LLC** Beeville, Texas, USA [2017 – 2020]

Petroleum Geologist Analyze lease blocks for play extension and by-passed pay opportunities. Evaluate third-party prospect submittals and recommend participation. Appraise existing production for acquisition by investors. Perform risk analysis of new drill prospect and communicate risks to stakeholders. Calculate EUR of producing wells and perform decline curve analysis to create expected pay-out schedules. Apply Paradise machine-learning software to 3D seismic volumes to identify prospective stratigraphic traps.

**Dan A. Hughes Company, LP** Beeville, Texas USA [2011 - 2017]

Petroleum Geologist Develop models of carbonate depositional environment. Integrate well logs, seismic data, core reports and historical scout tickets to create regional, sub-basin and field-level sub-surface maps on stratigraphic tops. Recommend drill locations to management and provide well prognoses. Drill exploration wells and integrate data into existing geologic models and 3D seismic. Oversee well-site mudlogging and coring operations. Testify and provide geologic documentation for Alabama state hearings. Interpret key markers of stratigraphic tops. Map regional and field-level structure and thickness of formations. Analyze rig reports and directional surveys. Geosteer horizontal wells using LWD.

**Professional Societies**

Registered Professional Geologist (Texas No.15124) (Wyoming No. 4264)

Corpus Christi Geological Society, secretary

American Association of Petroleum Geologists

Solution Mining Research Institute

## EXHIBIT “E”

### TETRA TECHNOLOGIES, INC. AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION Projected Annual Costs and Expenses Chargeable to Proposed Unit

#### Brine Field Annual Operating Expenses (\$, Millions)

Labor	\$	0.3M
Maintenance (OPEX)	\$	2.6M
Utilities	\$	1.0M
Supplies	\$	0.1M
Brine Lease Expense	\$	0.4M
Maintenance (CAPEX)	\$	1.8M
<hr/>		
<b>Total \$/yr</b>	<b>\$</b>	<b>6.1M</b>
<b>Total \$/yr Supply Well</b>	<b>\$</b>	<b>1.2M</b>

#### Brine Field Initial Capital Expense (\$, Millions)

(5) Supply Wells - Drill & Complete @ \$5.9M per well	\$	29.5M
(5) Supply Wells - Surface Equipment & Install @ \$5.3M per well	\$	26.5M
(5) Supply Wells - Downhole Equipment @ \$0.5M per well	\$	2.5M
(5) Injection Wells - Drill & Complete @ \$5.9M per well	\$	29.5M
(5) Injection Wells - Surface Equipment & Install @ \$0.25M per well	\$	1.3M
Well Automation Equipment and Installation	\$	1.3M
Sour Gas Compression Equipment and Installation	\$	6.7M
Pipeline	\$	38.0M
<hr/>		
<b>Total Initial Brine Field CAPEX</b>	<b>\$</b>	<b>135.2M</b>

**EXHIBIT "F"**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**List of Names, Addresses and Net Acres for All Land Owners in Unit**

Last/Company Name	First Name	Address	Net Acres	% in Unit
A. Rowe, III, Inc.		PO Box 1815 Texarkana, TX 75504	3.75	0.0610915%
Abshere	Aileen Park, heirs of devisees	Deceased- no address	0.97	0.0157481%
Alfano	Rose Cox	5150 Lost Canyon Dr Conway, AR 72034	40.00	0.6516423%
Altom	Mary Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
Arkansas Pulpwood Company, Inc.		1575 Cash Road SW Camden, AR 71701	60.00	0.9774635%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	1.61	0.0261960%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	3.38	0.0550335%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	0.24	0.0038797%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	0.94	0.0152947%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	0.55	0.0090181%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	2.21	0.0360723%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	1.11	0.0180362%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	0.73	0.0118362%
Barentine	Carla	#28 Barentine Lane Texarkana, TX 75501	5.53	0.0901580%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	1.61	0.0261960%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	3.38	0.0550335%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	0.24	0.0038797%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	0.94	0.0152947%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	0.55	0.0090181%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	2.21	0.0360723%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	1.11	0.0180362%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	0.73	0.0118362%
Barentine	Charles William	#26 Barentine Lane Texarkana, TX 75501	5.53	0.0901580%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	1.61	0.0261960%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	3.38	0.0550335%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	0.24	0.0038797%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	0.94	0.0152947%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	0.55	0.0090181%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	2.21	0.0360723%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	0.73	0.0118362%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	1.11	0.0180362%
Barentine, Jr.	Jimmy	#24 Barentine Lane Texarkana, TX 75501	5.53	0.0901580%
Bennett	Lula B., heirs or devisees	Deceased- no address	6.67	0.1086092%
Bennett	Lula B., heirs or devisees	Deceased- no address	5.83	0.0950331%
Berryman	Paul	2132 Irving St, San Diego, CA 92113	1.00	0.0162911%
Berryman 1996 Trust		2132 Irving St, Sand Diego, CA 92113	17.50	0.2850935%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Black Stone Minerals		1001 Fannin St Ste 2020, Houston, TX 77002	5.00	0.0814553%
Blake	Ellen Garrard	672 Burke Rd NE Atlanta, GA 30305	5.00	0.0814553%
Bobino	Marilyn Stovall	4505 Fairbairn Ave, Oakland, CA 94619	6.00	0.0977464%
Bobino	Marilyn Stovall	4505 Fairbairn Ave, Oakland, CA 94619	38.50	0.6272058%
Bond	Daisye, heirs or devisees	Deceased- no address	6.67	0.1086027%
Bond	Daisye, heirs or devisees	Deceased- no address	5.83	0.0950274%
Boswell	Glen	Deceased- no address	6.67	0.1086027%
Bowley	Patricia R.	15600 Candy Hill Rd, Upper Marlboro, MD 20772-8403	1.61	0.0262469%
Bradberry	Jerry William	1840 Mount Zion Rd McMinnville, TN 37110	10.00	0.1629106%
Bradley	Ruby, et al	2629 Columbia Rd 50, Stamps, AR 71860	1.00	0.0162911%
Brasher	Angela Tuberville	475 Bordeaux Ave Springdale, AR 72764	10.00	0.1629106%
Brooks	Dulcena Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
BRP LLC		Leased to Saltwerx	7.50	0.1221829%
BRP LLC		Leased to Saltwerx	520.00	8.4713504%
BRP LLC		Leased to Saltwerx	15.76	0.2566860%
BRP LLC		Leased to Saltwerx	323.00	5.2620119%
BRP LLC		Leased to Saltwerx	80.00	1.3032847%
BRP LLC		Leased to Saltwerx	2.12	0.0345370%
BRP LLC		Leased to Saltwerx	1.25	0.0203638%
BRP LLC		Leased to Saltwerx	200.00	3.2582117%
BRP LLC		Leased to Saltwerx	5.00	0.0814553%
BRP LLC		Leased to Saltwerx	27.25	0.4439313%
BRP LLC		Leased to Saltwerx	1.64	0.0267275%
BRP LLC		Leased to Saltwerx	25.81	0.4205129%
BRP LLC		Leased to Saltwerx	70.51	1.1486825%
BRP LLC		Leased to Saltwerx	60.00	0.9774635%
BRP LLC		Leased to Saltwerx	2.50	0.0407276%
Bryant	Alverta Stovall	1223 Maple St Stamps, AR 71860	10.43	0.1699698%
Bryant	Alverta Stovall	1223 Maple St Stamps, AR 71860	0.30	0.0048873%
Burch	Cody Jane Franklin	Leased to Saltwerx	0.42	0.0068422%
Burkett	Adrienne E. Moses	12000 Dessau Rd Apt 613, Austin, TX 78754	29.84	0.4860437%
Burns	Molly Harsh	620 Partee Magnolia, AR 71753	3.33	0.0543033%
Burrow	Bertie, heirs or devisees	Deceased- no address	4.83	0.0787407%
Calloway	George	668 Foxtail Dr, Florissant, MO 63034	7.50	0.1221829%
Calloway	George	668 Foxtail Dr, Florissant, MO 63034	18.75	0.3054573%
Cambell	Levada, heirs or devisees	Deceased- no address	1.50	0.0244366%
Carter	Rose Mary	1171 Highway 79 S Magnolia, AR 71753	1.50	0.0244366%
Carter	Rose Mary	1171 Highway 79 S Magnolia, AR 71753	3.75	0.0610915%
Clark	Jackie Cornelius	22 Sawgrass St Cabot, AR 72023	3.13	0.0509096%



Last/Company Name	First Name	Address	Net Acres	% in Unit
Clark	Jackie Cornelius	22 Sawgrass St Cabot, AR 72023	10.00	0.1629106%
Colbert	Thelma Jean	1909 E. Seminary Dr, Unit 2202, Fort Worth, TX 76119	1.15	0.0187974%
Colbert	Thelma Jean	1909 E. Seminary Dr, Unit 2202, Fort Worth, TX 76119	2.88	0.0469935%
Collier	Barbara Warren, heirs or devisees	Deceased- no address	1.15	0.0187974%
Collier	Barbara Warren, heirs or devisees	Deceased- no address	2.88	0.0469935%
Cox	Mark	110 Birdie Lane Nashville, AR 71852	40.00	0.6516423%
Creach	Laura Lynn Franklin	Leased to Saltwerx	0.21	0.0034211%
Cross	Judith Johnson	2613 Arbor Way Hoover, AL 35244	5.50	0.0896008%
Cummings	Cora, heirs or devisees	Deceased- no address	20.00	0.3258212%
Cummings	Frank, et al	c/o Gregory Bernard Briggs, 477 Marlane St, Muskegon, MI 49442	40.00	0.6516423%
Davis	Sarah	3211 Columbia Rd 36, Magnolia, AR 71753	1.70	0.0277457%
Deaton	Vikki Stuart	PO Box 53 Taylor, AR 71861	13.33	0.2172185%
Deaton	Vikki Stuart	PO Box 53 Taylor, AR 71861	40.00	0.6516423%
Deaton	Vikki Stuart	PO Box 53 Taylor, AR 71861	20.00	0.3258212%
Deaton	Vikki Stuart	PO Box 53 Taylor, AR 71861	20.00	0.3258212%
Dejorado Limited Partnership		Leased to Saltwerx	7.78	0.1267079%
Dejoredo Limited Partnership		PO Box 825, Little Rock, AR 71754	1.78	0.0289616%
Denton	Jasmine	3492 Highway 5, Apt #817, Douglasville, GA 30135	1.04	0.0169970%
Denton	Jasmine	3492 Highway 5, Apt #817, Douglasville, GA 30135	0.03	0.0004887%
Denton	Mikaila	3492 Highway 5, Apt #817, Douglasville, GA 30135	1.04	0.0169970%
Denton	Mikaila	3492 Highway 5, Apt #817, Douglasville, GA 30135	0.03	0.0004887%
Dick	Brenda Katherine Warren	6215 West Wetherfield Dr Glendale, AZ 85304	1.83	0.0298669%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	8.17	0.1330719%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	17.16	0.2795618%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	2.70	0.0439689%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	4.77	0.0777498%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	2.81	0.0458430%
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	11.26	0.1833722%
Dingle	Kathy Lynn	9218 Golden Meadow Dr Houston, TX	3.69	0.0601690%

Last/Company Name	First Name	Address	Net Acres	% in Unit
	George	77064		
Dingle	Kathy Lynn George	9218 Golden Meadow Dr Houston, TX 77064	28.11	0.4579891%
Dingle	Kathy Lynn George	Leased to Saltwerx	5.63	0.0916861%
Dollar	Tandy Troutman	705 Carnoustie Ct Garland, TX 75044	5.00	0.0814553%
Dorman	Green W., heirs or devisees	Deceased- no address	6.00	0.0977464%
DuBose	Gloria	887 Coral Cottage, Henderson, NV 89002	1.15	0.0187974%
DuBose	Gloria	887 Coral Cottage, Henderson, NV 89002	2.88	0.0469935%
Eshenbaugh	Jamie R., heirs or devisees	Deceased- no address	1.61	0.0262469%
Esparza	Alyssa Moses	921 Park Ave Jonesboro, AR 72401	29.84	0.4860437%
Evans	Carolyn Franklin	Leased to Saltwerx	0.63	0.0102634%
F & G Investments, LLC		Leased to Saltwerx	38.75	0.6312785%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	2.01	0.0327196%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	4.22	0.0687385%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	0.30	0.0048495%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	1.17	0.0191186%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	0.69	0.0112728%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	2.77	0.0450910%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	0.91	0.0147955%
F & G Investments, LLC		4035 Jefferson Ave c/o Alan Ribble Texarkana, AR 71854	6.91	0.1126100%
F & G Investments, LLC		Leased to Saltwerx	1.38	0.0225455%
Falcon	Ashley Knight	3314 Shenandoah Valley Dr Little Rock, AR 72212	10.00	0.1629106%
Farris	Tanya Russ	1231 Kensington Dr, Centerton, AR 72719	2.09	0.0339940%
Farris	Tanya Russ	1231 Kensington Dr, Centerton, AR 72719	0.06	0.0009775%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	6.43	0.1047059%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	13.50	0.2199696%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	0.95	0.0155182%
First Baptist Church		4101 Paseo Del Norte, NW Albuquerque, NM 87114	3.76	0.0611797%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Albuquerque				
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	2.21	0.0360730%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	8.86	0.1442919%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	2.91	0.0473458%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	22.12	0.3603628%
First Baptist Church Albuquerque		4101 Paseo Del Norte, NW Albuquerque, NM 87114	4.43	0.0721459%
First Baptist Church of Stamps		PO Box 244, Stamps, AR 71860	10.00	0.1629106%
Floyd	Espanola	4212 Canyonview Dr, Upper Marlboro, MD 20772	1.88	0.0305457%
Floyd	Espanola	4212 Canyonview Dr, Upper Marlboro, MD 20772	4.69	0.0763643%
Ford	Joseph Dennis	991 Sunshine Rd Pullman, WA 99163	5.50	0.0896008%
Ford	Martha S.	991 Sunshine Rd Pullman, WA 99163	40.00	0.6516423%
Franklin	Lucy Dorman, heirs or devisees	Deceased- no address	2.25	0.0366549%
Franklin	Robert T.	Leased to Saltwerx	0.63	0.0102634%
Funderburg	Edgar Max and Dinnah Park	1310 Lafayette 21 Stamps, AR 71860	33.83	0.5511777%
Futch	Mary E.	119 Columbia Rd 1 Stamps, AR 71860	40.00	0.6516423%
Futch	Mary E.	119 Columbia Rd 1 Stamps, AR 71860	75.72	1.2335589%
Gardner	Robert and Connie	3962-A Union Rd Harrison, AR 72601	50.00	0.8145529%
Garmon	Annie Roberta	6918 Woodwick Dr Dallas, TX 75232	3.00	0.0488732%
Garmon	Annie Roberta	6918 Woodwick Dr Dallas, TX 75232	7.50	0.1221829%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	8.17	0.1330719%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	17.16	0.2795618%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	2.70	0.0439689%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	4.77	0.0777498%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	2.81	0.0458430%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	11.26	0.1833722%

Last/Company Name	First Name	Address	Net Acres	% in Unit
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	3.69	0.0601690%
George	David Paul	11111 Grand Road Apt 723 Cypress, TX 77429	28.11	0.4579891%
George	David Paul	Leased to Saltwerx	5.63	0.0916861%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	30.13	0.4909193%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	63.31	1.0313397%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	17.60	0.2867956%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	10.38	0.1691012%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	41.52	0.6764047%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	13.62	0.2219453%
George	Ruby Sue	7575 Willow Chase Blvd #4304 Houston, TX 77070	103.71	1.6895807%
George	Ruby Sue	Leased to Saltwerx	20.76	0.3382024%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	8.17	0.1330719%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	17.16	0.2795618%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	2.70	0.0439689%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	4.77	0.0777498%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	2.81	0.0458430%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	11.26	0.1833722%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	3.69	0.0601690%
George	Samuel Herbert	7510 Hornwood Dr Apt #307 Houston, TX 77036	28.11	0.4579891%
George	Samuel Herbert	Leased to Saltwerx	5.63	0.0916861%
Grady Higgs and Norita Higgs Living Trust		Leased to Saltwerx	20.00	0.3258277%
Grady Higgs and Norita Higgs Living Trust		Leased to Saltwerx	6.67	0.1086092%
Grady Higgs and Norita Higgs Living Trust		Leased to Saltwerx	12.77	0.2080138%
Grand	Erik Joseph	1015 Janice Dr, Springhill, LA 71075	2.50	0.0407276%
Green	Paul	PO BOX 53468, Riverside, CA 92517-4468	66.67	1.0860714%
Griffin	Dinah Jo	843 North St Stamps, AR 71860	3.67	0.0597333%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Grigsby	Hodge	559 College Lane Shreveport, LA 71106	6.67	0.1086092%
Grigsby	Janis Louise Jones	559 College Lane Shreveport, LA 71106	5.83	0.0950331%
Grigsby	Janis Louise Jones	559 College Lane Shreveport, LA 71106	1.67	0.0271507%
Grimmett	Michael L.	22100 Highway 14 N Wortham, TX 76693	49.47	0.8059187%
Harris	Magdalena Dorman, heirs or devisees	Leased to Saltwerx	2.86	0.0466055%
Harry U. Kolb, Jr. Revocable Trust		Leased to Saltwerx	6.67	0.1086092%
Harsh	Mary Warnock	620 Partee C/O Molly Harsh Burns Magnolia, AR 71752	10.00	0.1629106%
Harsh	Mary, et al	Leased to Saltwerx	30.00	0.4887318%
Hawkins	Alice Lowe	1212 Bar Harbor, Dallas, TX 76232	3.00	0.0488732%
Hawkins	Alice Lowe	1212 Bar Harbor, Dallas, TX 76232	7.50	0.1221829%
Haynes	Donald O.	132 Acklin Rd, Haynesville, LA 71038	6.67	0.1086092%
Hendrix	Esther, heirs or devisees	Deceased- no address	4.83	0.0787407%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	9.64	0.1570979%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	20.26	0.3300366%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	1.43	0.0232775%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	5.63	0.0917635%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	3.32	0.0541059%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	13.28	0.2164235%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	4.36	0.0710139%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	33.19	0.5406787%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	6.64	0.1082117%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	2.42	0.0393704%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	60.00	0.9774635%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	10.00	0.1629106%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	105.50	1.7187067%
Hendrix	Thomas E.	PO Box 1315 Idabel, OK 74745	13.75	0.2240021%
Henry	Birdie May, heirs or devisees	Deceased- no address	1.88	0.0305457%
Henry	Birdie May, heirs or devisees	Deceased- no address	4.69	0.0763643%
Hicks	Julia Anne, heirs or devisees	Deceased- no address	3.33	0.0543014%
Hicks	Julia Anne, heirs or devisees	Deceased- no address	2.92	0.0475137%
Hicks	Virginia Rose, heirs or devisees	Deceased- no address	3.33	0.0543014%
Hicks	Virginia Rose, heirs or devisees	Deceased- no address	2.92	0.0475137%
Higgs	Norita McNeill	539 Scarlet Oaks Dr Benton, AR 72019	20.00	0.3258277%
Higgs	Norita McNeill	539 Scarlet Oaks Dr Benton, AR 72019	6.67	0.1086092%
Higgs	Norita McNeill	539 Scarlet Oaks Dr Benton, AR 72019	12.77	0.2080138%
Hobbins	Ophelia Lowe	2606 Wells Court, Cedar Hill, TX 76104	3.00	0.0488732%
Hobbins	Ophelia Lowe	2606 Wells Court, Cedar Hill, TX 76104	7.50	0.1221829%
Hollensworth	Betty Lou	Leased to Saltwerx	2.27	0.0369937%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Holmes	David H.	14 Patricia Lane Little Rock, AR 72205	20.00	0.3258212%
Howell	Gus Edward	902 Rivergate Ct Millersville, PA 17551	20.00	0.3258212%
Huntley	Cynthia Russ	121 Columbia Rd 240 Taylor, AR 71861	2.09	0.0339940%
Huntley	Cynthia Russ	121 Columbia Rd 240 Taylor, AR 71861	0.06	0.0009775%
Hutchinson	Lyndsay	1808 Taft Park, Metairie, LA 70001	2.50	0.0407276%
Hutto	Brandy A. Ranton	1610 Mill Creek Rd Laurel, MS 39443	1.67	0.0271518%
Hyde	Bertha L., heirs or devisees	Deceased- no address	1.50	0.0244366%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	4.82	0.0785685%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	10.13	0.1650594%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	0.71	0.0116388%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	30.00	0.4887318%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	2.82	0.0458840%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	5.00	0.0814553%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	1.21	0.0196852%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	1.66	0.0270542%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	6.64	0.1082169%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	2.18	0.0355087%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	52.75	0.8593533%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	6.88	0.1120010%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	16.60	0.2704066%
Hyman	Janet Pauline	14222 Jamestown Blvd C/O Gregory P. Aycock Baton Rouge, LA 70810	3.32	0.0541085%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	1.61	0.0261960%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	3.38	0.0550335%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.24	0.0038797%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	30.00	0.4887318%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.94	0.0152947%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	5.00	0.0814553%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	1.21	0.0196852%

Last/Company Name	First Name	Address	Net Acres	% in Unit
		70819		
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.55	0.0090181%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	2.21	0.0360723%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.73	0.0118362%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	52.75	0.8593533%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	2.29	0.0373340%
Hyman	Judy	541 Laurie Lynn Dr, Baton Rouge, LA 70819	5.53	0.0901580%
Hyman	Judy	Leased to Saltwerx	1.11	0.0180362%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	1.61	0.0261960%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	3.38	0.0550335%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.24	0.0038797%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.94	0.0152947%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.55	0.0090181%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	2.21	0.0360723%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	0.73	0.0118362%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	2.29	0.0373335%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	5.53	0.0901580%
Hyman	Laura Kay	541 Laurie Lynn Dr, Baton Rouge, LA 70819	1.11	0.0180362%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	1.61	0.0261960%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	3.38	0.0550335%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	0.24	0.0038797%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	0.94	0.0152947%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	0.55	0.0090181%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	2.21	0.0360723%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	0.73	0.0118362%
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	2.29	0.0373340%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Hyman, III	Hugh	2200 Housecreek Trail Apt #204 Raleigh, NC 27607	5.53	0.0901580%
Hyman, III	Hugh	Leased to Saltwerx	1.11	0.0180362%
Jackson	Alabama Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
James Warren Davis Estate		Deceased- no address	11.00	0.1792016%
Jeffrey & Rachel Kitchens Living Trust		20979 Avery Ln Bend, OR 97702	6.67	0.1086092%
JJM Family Limited Partnership		PO Box 752 Attn: John Dawson, III Camden, AR 71711	20.00	0.3258212%
Johnson	Alice Teen	2608 Marlin St, Forth Worth, TX 76105	1.15	0.0187974%
Johnson	Alice Teen	2608 Marlin St, Forth Worth, TX 76105	2.88	0.0469935%
Johnson	Annie Calloway	2451 26th Avenue East, Seattle, WA 98112-2612	7.50	0.1221829%
Johnson	Annie Calloway	2451 26th Avenue East, Seattle, WA 98112-2612	18.75	0.3054573%
Johnson	Billy Ray, heirs or devisees	Deceased- no address	1.15	0.0187974%
Johnson	Billy Ray, heirs or devisees	Deceased- no address	2.88	0.0469935%
Johnson	Booker T., heirs or devisees	Deceased- no address	1.15	0.0187974%
Johnson	Booker T., heirs or devisees	Deceased- no address	2.88	0.0469935%
Johnson	Marshall Lee, heirs or devisees	Deceased- no address	1.15	0.0187974%
Johnson	Marshall Lee, heirs or devisees	Deceased- no address	2.88	0.0469935%
Johnson	Regena	3343 Vintage Cirle SE, Smyrna, GA 30080	78.00	1.2707026%
Johnson	Regena	3343 Vintage Cirle SE, Smyrna, GA 30080	1.00	0.0162911%
Johnson	Regena	3343 Vintage Cirle SE, Smyrna, GA 30080	1.50	0.0244366%
Johnson	Regena	3343 Vintage Cirle SE, Smyrna, GA 30080	1.00	0.0162911%
Johnson	Robert Lee	3225 Appomattox Dr Forest Hill, TX 76140	1.15	0.0187974%
Johnson	Robert Lee	3225 Appomattox Dr Forest Hill, TX 76140	2.88	0.0469935%
Johnson	Roosevelt	Leased to Saltwerx	1.15	0.0187974%
Johnson	Roosevelt	Leased to Saltwerx	2.88	0.0469935%
Jones	Betty Jeanette	1319 Grover Jones Rd Gibsland, LA 71028	6.67	0.1086092%
Jones	Betty Jeanette	1319 Grover Jones Rd Gibsland, LA 71028	5.83	0.0950331%
Jones	Betty Jeanette	1319 Grover Jones Rd Gibsland, LA 71028	1.67	0.0271507%
Jones	Celia Anne	1319 Grover Jones Rd Gibsland, LA 71028	6.67	0.1086092%
Jones	Celia Anne	1319 Grover Jones Rd Gibsland, LA 71028	5.83	0.0950331%
Jones	Celia Anne	1319 Grover Jones Rd Gibsland, LA 71028	1.67	0.0271539%
Jones	Kelly	367 Collingwood Dr, Columbus, OH 43213	2.22	0.0362026%
Jones	Kevin Carter	1439 Norville Ct, Dayton, OH 45417	2.22	0.0362026%
Joslin Living Trust		Leased to Saltwerx	1.78	0.0289616%
Joslin Living Trust		Leased to Saltwerx	11.67	0.1900626%



Last/Company Name	First Name	Address	Net Acres	% in Unit
Kimbell, Jr.	Roy Zolly	304 N Olive St, Buckner, AR 71827	3.67	0.0597338%
King	George B.	1345 S Main Emmet, AR 71835	0.80	0.0130980%
King	George B.	1345 S Main Emmet, AR 71835	1.69	0.0275167%
King	George B.	1345 S Main Emmet, AR 71835	0.12	0.0019398%
King	George B.	1345 S Main Emmet, AR 71835	0.47	0.0076479%
King	George B.	1345 S Main Emmet, AR 71835	0.28	0.0045094%
King	George B.	1345 S Main Emmet, AR 71835	1.11	0.0180375%
King	George B.	1345 S Main Emmet, AR 71835	0.36	0.0059185%
King	George B.	1345 S Main Emmet, AR 71835	2.77	0.0450790%
King	George B.	1345 S Main Emmet, AR 71835	0.55	0.0090187%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	1.21	0.0196470%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	2.53	0.0412751%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	0.18	0.0029094%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	0.70	0.0114696%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	0.42	0.0067627%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	1.66	0.0270510%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	0.54	0.0088761%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	4.15	0.0676185%
King	Polly M.	33 Oak Forrest Loop Maumelle, AR 72113	0.83	0.0135255%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.80	0.0130980%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	1.69	0.0275167%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.12	0.0019398%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.47	0.0076479%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.28	0.0045094%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	1.11	0.0180375%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.36	0.0059185%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	2.77	0.0450790%
King	Virginia L.	1706 LAF 27 Stamps, AR 71860	0.55	0.0090187%
Kitchens Revocable Trust		10233 East Superstition Range Rd, Gold Canyon, AZ 85118-4927	6.67	0.1086027%
KMM Natural Resource		1650 Old Stage Rd, Colorado Springs, CO 80906	20.00	0.3258212%
Kolb	Harry U., et al	Leased to Saltwerx	10.00	0.1629106%
Landrum	Sandra Stovall	235 West 97th St Chicago, IL 60628	10.43	0.1699698%
Landrum	Sandra Stovall	235 West 97th St Chicago, IL 60628	0.30	0.0048873%
Lawson	Dorater, heirs or devisees	Deceased- no address	1.50	0.0244366%
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	12.85	0.2094001%
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	27.00	0.4399146%
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	7.51	0.1223551%
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	4.43	0.0721433%
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	17.71	0.2885733%
Lee	Margie	195 S. Walden Elms Circle Spring, TX	5.81	0.0946881%

Last/Company Name	First Name	Address	Net Acres	% in Unit
		77382		
Lee	Margie	195 S. Walden Elms Circle Spring, TX 77382	44.24	0.7206852%
Lewark LLC		PO Box 350, Haynesville, LA 71038	6.67	0.1086092%
Lois K. Deane Revocable Trust		1946 N. Fox Hunter Rd, Fayetteville, AR 72701	10.00	0.1629106%
Lowe	Jimmy C.	6918 Woodwick Dr C/O Annie Garmon Dallas, TX 75232	3.00	0.0488732%
Lowe	Jimmy C.	6918 Woodwick Dr C/O Annie Garmon Dallas, TX 75232	7.50	0.1221829%
Lowe	Terry L.	60 Columbia 82 E Magnolia, AR 71753	1.50	0.0244366%
Lowe	Terry L.	60 Columbia 82 E Magnolia, AR 71753	3.75	0.0610915%
Margaret Davis Green Estate		Deceased- no address	11.00	0.1792016%
Margaret Luck Stuart Estate		Deceased- no address	11.00	0.1792016%
Mary J. Warren Williams Estate		Deceased- no address	7.33	0.1194678%
Matthews	Bobbie Faye	8493 Elche Ct, Las Vegas, NV 89178	1.15	0.0187974%
Matthews	Bobbie Faye	8493 Elche Ct, Las Vegas, NV 89178	2.88	0.0469935%
Matthews	Jessie Toney	Deceased- no address	1.15	0.0187974%
Matthews	Jessie Toney	Deceased- no address	2.88	0.0469935%
McNeill	Joy	Leased to Saltwerx	15.00	0.2443659%
McNeill	Joy	Leased to Saltwerx	5.00	0.0814553%
McNeill	Joy	Leased to Saltwerx	9.58	0.1560072%
McNeill	Judy S.	411 Toby Ln Jacksonville, TX 75766	10.00	0.1629041%
McNeill	Judy S.	411 Toby Ln Jacksonville, TX 75766	3.33	0.0543014%
McNeill	Judy S.	411 Toby Ln Jacksonville, TX 75766	6.38	0.1040007%
McNeill, III	Harold	Leased to Saltwerx	15.00	0.2443659%
McNeill, III	Harold	Leased to Saltwerx	5.00	0.0814553%
McNeill, III	Harold	Leased to Saltwerx	9.58	0.1560072%
McPherson	Becky McNeill	2206 Irondale Dr Benton, AR 72019	40.00	0.6516358%
McPherson	Becky McNeill	2206 Irondale Dr Benton, AR 72019	13.33	0.2172119%
McPherson	Becky McNeill	2206 Irondale Dr Benton, AR 72019	25.54	0.4160152%
Melonvine Striders Running Club		1521 Sammy Cir, Hope, AR 71801	8.00	0.1303285%
Melonvine Striders Running Club		1521 Sammy Cir, Hope, AR 71801	7.00	0.1140374%
Miller	Minnie Jean, heirs or devisees	Deceased- no address	1.88	0.0305457%
Miller	Minnie Jean, heirs or devisees	Deceased- no address	4.69	0.0763643%
Mitchell	Betty Jo	Deceased- no address	4.50	0.0733098%
Mitchell	Estelle Park, heirs or devisees	Deceased- no address	0.97	0.0157481%
Molleston	Margaret Woodward	2811 W. Wildwind Circle, Spring, TX 77380	0.89	0.0144808%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Molleston	Margaret Woodward	2811 W. Wildwind Circle, Spring, TX 77380	2.59	0.0422362%
Moore	Randy	2413 Wills Point Ct, Fort Worth, TX 76105	0.94	0.0152729%
Moore	Randy	2413 Wills Point Ct, Fort Worth, TX 76105	2.34	0.0381822%
Neill	Laura B.	PO Box 519 Magnolia, AR 71754	35.00	0.5701870%
New	Kathleen	19445 David Memorial Dr Unit 804 Shenandoah, TX 77835-8733	0.97	0.0157481%
New	Kathleen	19445 David Memorial Dr Unit 804 Shenandoah, TX 77835-8733	22.00	0.3584033%
Nine	Debra Darlene	Leased to Saltwerx	1.25	0.0203606%
Oldham	Lesa Cornelius	1775 Freier Rd Quakerstown, PA 18951	3.13	0.0509096%
Oldham	Lesa Cornelius	1775 Freier Rd Quakerstown, PA 18951	10.00	0.1629106%
Park	Dee Hector	1301 North Acres Circle, Springhill, LA 71075	0.32	0.0052494%
Park	Lonnie Leroy	1200 North Acres Cir, Springhill, LA 71075	0.32	0.0052494%
Park	Marvin, heirs or devisees	Deceased- no address	0.97	0.0157481%
Park	Nedra	1015 Janice Dr, Springhill, LA 71075	0.32	0.0052494%
Patricia Swanson Trust		PO Box 5398 Sun City West, AZ 85376	10.00	0.1629106%
Patterson	Blanche Mae, heirs or devisees	Deceased- no address	1.50	0.0244366%
Peppers	Rosetta, heirs or devisees	Deceased- no address	1.50	0.0244366%
Perry	Marilyn Keith	5561 Columbia 15 C/O Keith Perry Taylor, AR 71861	10.00	0.1629106%
Pillow	Lurana Dorman, heirs or devisees	Deceased- no address	2.25	0.0366549%
Pillow	Robert Allen	Leased to Saltwerx	1.25	0.0203606%
Poe Minerals, LLC		17945 Retreiver Run, College Station, TX 77845	1.91	0.0310369%
Poe Minerals, LLC		Leased to Saltwerx	8.86	0.1442866%
Polly Ann Foote Revocable Trust		2845 South Barnes Ave Springfield, MO 65804	10.00	0.1629106%
Prescott	Mildred McCombs	3111 Swan Lake Rd Bossier City, LA 71111	11.00	0.1792016%
Pryor	Angela Woodward	104 Springwood Loop, Hot Springs, AR 71913	0.89	0.0144808%
Pryor	Angela Woodward	Leased to Saltwerx	2.59	0.0422362%
Radford	Ayisha, heirs or devisees	Deceased- no address	0.31	0.0050906%
Radford	Ayisha, heirs or devisees	Deceased- no address	0.78	0.0127266%
Radford	Eugene, heirs or devisees	Deceased- no address	0.31	0.0050909%
Radford	Eugene, heirs or devisees	Deceased- no address	0.78	0.0127273%
Radford	Kevin, heirs or devisees	Deceased- no address	0.31	0.0050909%
Radford	Kevin, heirs or	Deceased- no address	0.78	0.0127273%

Last/Company Name	First Name	Address	Net Acres	% in Unit
	devises			
Radford	Leonard, heirs or devisees	Deceased- no address	0.94	0.0152729%
Radford	Leonard, heirs or devisees	Deceased- no address	2.34	0.0381822%
Ranton	Richard Cass	125 Pleasant View Dr Lafayette, LA 70503	1.67	0.0271518%
Ranton	Terry Wayne	PO Box 269 Olla, LA 71465	1.67	0.0271518%
Razer	Ann Holmes	1116 Pine Valley Rd, Little Rock, AR 72207	20.00	0.3258212%
Rhodes	Donna	1700 Summit Dr Hope, AR 71801	80.00	1.3032847%
Rhodes	Donna	Leased to Saltwerx	3.75	0.0610915%
Rice	Lortetta Green	5763 Waterman Blvd, Saint Louis, MO 63112	6.67	0.1086070%
Richardson	Sharon	2413 Wills Point Ct, Fort Worth, TX 76105	0.94	0.0152729%
Richardson	Sharon	2413 Wills Point Ct, Fort Worth, TX 76105	2.34	0.0381822%
Roberts	Jennie Barlow	5341 S. Country Club Rd Trailer #12 Tucson, AZ 85706	5.50	0.0896008%
Robinson	Chris, heirs or devisees	Deceased- no address	1.88	0.0305457%
Robinson	Chris, heirs or devisees	Deceased- no address	4.69	0.0763643%
Robinson	Ezekial, heirs or devisees	Deceased- no address	1.88	0.0305457%
Robinson	Ezekial, heirs or devisees	Deceased- no address	4.69	0.0763643%
Rogers	Betty Christine	Leased to Saltwerx	1.25	0.0203606%
Ross	Viola Jean	6321 Twin Oaks Dr, Forest Hill, TX 76119	1.15	0.0187974%
Ross	Viola Jean	6321 Twin Oaks Dr, Forest Hill, TX 76119	2.88	0.0469935%
Roton	Robert Park	Deceased- no address	1.61	0.0262469%
Rowe	Tyler Allen	PO Box 601612 Dallas, TX 75360	19.25	0.3136029%
Rowe, III	Auby and Beverly	PO Box 1815 Texarkana, TX 75504	17.50	0.2850935%
Rugg	Angela Wells	142 West Lake Rd Rayville, LA 71269	8.25	0.1344012%
Rushing	Barbara Jane McMahan	Leased to Saltwerx	1.25	0.0203606%
Russ	Alvin N.	295 Mill Pond Rd Springhill, LA 71075	2.09	0.0339940%
Russ	Alvin N.	295 Mill Pond Rd Springhill, LA 71075	0.06	0.0009775%
Russ	Sheldon Wayne	107 College View Magnolia, AR 71753	2.09	0.0339940%
Russ	Sheldon Wayne	107 College View Magnolia, AR 71753	0.06	0.0009775%
S. T. Crone, Ltd		901 University Ave C/O Lyle D. Foster, ESQ Little Rock, AR 77207	241.68	3.9372230%
S. T. Crone, Ltd		901 University Ave C/O Lyle D. Foster, ESQ Little Rock, AR 77207	1.25	0.0203638%
S. T. Crone, Ltd		901 University Ave C/O Lyle D. Foster, ESQ Little Rock, AR 77207	40.00	0.6516423%
S. T. Crone, Ltd		Leased to Saltwerx	30.00	0.4887318%
S. T. Crone, Ltd		901 University Ave C/O Lyle D. Foster, ESQ Little Rock, AR 77207	32.00	0.5213139%
S. T. Crone, Ltd		901 University Ave C/O Lyle D. Foster, ESQ Little Rock, AR 77207	41.61	0.6778709%
S. T. Crone, Ltd		Leased to Saltwerx	80.00	1.3032847%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Shareholders of McKamie Gas Cleaning Co.		Multiple, see Exhibit F-1	31.57	0.5143087%
Sharpe	Idella, heirs or devisees	Deceased- no address	1.15	0.0187974%
Sharpe	Idella, heirs or devisees	Deceased- no address	2.88	0.0469935%
Shauri	Karen	3548 Red Clover Pl, Columbus, OH 43224	2.22	0.0362013%
Sheppard	Ann P.	28 Rosewall Ln C/O Lori Brown Little Rock, AR 72210	16.50	0.2688025%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	2.41	0.0392745%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	5.06	0.0825091%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	0.36	0.0058192%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	1.41	0.0229414%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	0.83	0.0135268%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	3.32	0.0541072%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	1.09	0.0177539%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	8.30	0.1351697%
Simmons	W. C.	2017 S. Cushman St Fairbanks, AK 99701	1.66	0.0270536%
Sixbey	Amy Harsh	620 Partee C/O Molly Harsh Burns Magnolia, AR 71753	3.33	0.0543040%
Smith	Linda Cornelius	PO Box 725 Monticello, AR 71657	3.13	0.0509096%
Smith	Linda Cornelius	PO Box 725 Monticello, AR 71657	10.00	0.1629106%
Springhill Land and Timber, LLC		PO Box 550, Springhill, LA 71705	1.50	0.0244366%
Stewart	Paula Jane	8369 Mount Holly Highway Mount Holly, AR 71758	4.69	0.0763643%
Stewart	Paula Jane	8369 Mount Holly Highway Mount Holly, AR 71758	15.00	0.2443659%
Stovall	Willie, heirs or devisees	Deceased- no address	10.43	0.1699698%
Stovall	Willie, heirs or devisees	Deceased- no address	0.30	0.0048873%
Strange	Ben	611 N. Johnson St Mineola, TX 75773	59.72	0.9729020%
Stuart	Denny Robert	PO Box 418 Taylor, AR 71861	13.33	0.2172185%
Stuart	Denny Robert	PO Box 418 Taylor, AR 71861	25.50	0.4154220%
Stuart	Denny Robert	PO Box 418 Taylor, AR 71861	29.00	0.4724407%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	7.23	0.1178235%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	15.19	0.2475274%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	1.07	0.0174583%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	4.22	0.0688276%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	2.49	0.0405823%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	9.96	0.1623293%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	3.27	0.0532643%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	24.89	0.4055090%
Stultz	Barbara June	2 Dogwood Lake Dr Texarkana, TX 75503	4.98	0.0811647%
The Connie Gardner Trust		3962-A Union Rd Harrison, AR 72601	50.00	0.8145529%

Last/Company Name	First Name	Address	Net Acres	% in Unit
The Connie Gardner Trust		3962-A Union Rd Harrison, AR 72601	20.00	0.3258212%
The Connie Gardner Trust		3962-A Union Rd Harrison, AR 72601	22.00	0.3584033%
The Connie Gardner Trust		3962-A Union Rd Harrison, AR 72601	10.00	0.1629106%
The Connie Gardner Trust		3962-A Union Rd Harrison, AR 72601	40.00	0.6516423%
The Greg Bennett Company		PO Box 940 Magnolia, AR 71754	6.25	0.1018191%
The Greg Bennett Company		PO Box 940 Magnolia, AR 71754	20.00	0.3258212%
Towery	Sue Howell	3801 Creswell Ave Unit #7 Shreveport, LA 71106	20.00	0.3258212%
Tuberville		8355 FM 1397 Texarkana, TX 75503	10.00	0.1629106%
Tucker	Elmina Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
Vincent	Joan	PO Box 181 Glover, TX 05839	2.27	0.0369946%
Wagner	Martha Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
Waldrep	Nancy Dorman, heirs or devisees	Deceased- no address	6.00	0.0977464%
Warren	Nancy	Deceased- no address	5.50	0.0896008%
Warren	Jason L.	3415 Cedar Creek Ln Sachse, TX 75048	1.83	0.0298669%
Warren	Maurice K.	6215 West Wetherfield Dr C/O Brenda Katherine Warren Dick Glendale, AZ 85304	1.83	0.0298669%
Warren, Jr.	William Sidney	808 Carywood Ln, Little Rock, AR 72205	7.33	0.1194678%
Watson	Tom, heirs or devisees	Deceased- no address	22.50	0.3665488%
Wells	Ryan Ray	432 Magnolia Meadow Way Holly Springs, NC 27540	8.25	0.1344012%
Whitner	Roxana Harsh	620 Partee Dr C/O Molly Harsh Burns Magnolia, AR 71752	3.33	0.0543040%
Whitten	Alyce Hutcheson	10015 Dahman Circle, Dallas, TX 75238	60.00	0.9774635%
William Carson Stuart Special Needs Trust		PO Box 418 Taylor, AR 71861	13.33	0.2172054%
Williams	Patricia Stovall	1200 Summit Dr Magnolia, AR 71753	10.43	0.1699698%
Williams	Patricia Stovall	1200 Summit Dr Magnolia, AR 71753	0.30	0.0048873%
Wilson	Hannah	438 E. Union, Magnolia, AR 71753	1.70	0.0277457%
Wilson	Hannan	324 South West 28th Ct Troutdale, OR 97060	6.81	0.1109828%
Wilson	Larry Don	Leased to Saltwerx	3.41	0.0554914%
Wilson	Winston O., heirs or devisees	Deceased- no address	6.81	0.1109828%
Wilson, Jr.	Roger Louis	2871 Columbia 61, Magnolia, AR 71753	2.27	0.0369946%
Woods	Florene	4008 Wilbarger St, Fort Worth, TX 76119	1.88	0.0305457%
Woods	Florene	4008 Wilbarger St, Fort Worth, TX 76119	4.69	0.0763643%

Last/Company Name	First Name	Address	Net Acres	% in Unit
Woodward	Dorothy Thomas	PO Box 7852, Little Rock, AR 72217	1.78	0.0289616%
Woodward	Dorothy Thomas	Leased to Saltwerx	7.78	0.1267079%
Woodward, III	W.A.G.	PO Box 703, Benton, AR 72018-0703	0.89	0.0144808%
Woodward, III	W.A.G.	PO Box 703, Benton, AR 72018-0703	2.59	0.0422362%
Wright	Sarah L.	29 Woodland Dr Cabot, AR 72023	4.69	0.0763643%
Wright	Sarah L.	29 Woodland Dr Cabot, AR 72023	15.00	0.2443659%
			<b>TOTAL</b>	<b>100.0000000%</b>

**EXHIBIT “F-1”**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**  
**List of “Shareholders of McKamie Gas Cleaning Co.”**

<b>OWNER</b>	<b>INTEREST IN TRACT</b>	<b>NET ACRES</b>	<b>% INTEREST IN UNIT</b>	<b>ADDRESS</b>
XTO Energy, Inc. (participating)	0.31873380	10.0624	0.163900%	22777 Springwoods Village Pkwy., Spring Texas 77389
VR4-Moria, LP	0.28914800	9.1284	0.148700%	2626 Cole Ave, Suite 750, Dallas, Texas 75204
Bayer	0.05880560	1.8565	0.030200%	800 N. Lindberg Blvd., St. Louis, MO 63167
Oryx Energy Company	0.03349610	1.0575	0.017200%	P.O. Box 2880, Dallas, Texas 75221-2880
Nelson Land & Cattle, Inc.	0.05611530	1.7716	0.028900%	P.O. Box 2184, Monroe, Louisiana 72107
G.H. Vaughn, Deceased	0.01657740	0.5233	0.008500%	address unknown at this time
John W. O'Boyle	0.01652800	0.5218	0.008500%	address unknown at this time
Hannah Seeger Davis	0.01601330	0.5055	0.008200%	address unknown at this time
Stanley J. Seeger, Jr.	0.01601330	0.5055	0.008200%	address unknown at this time
A.G. Oliphant	0.01312490	0.4144	0.006800%	address unknown at this time
James D. Heldt	0.01285870	0.4059	0.006600%	address unknown at this time
Chevron	0.00864630	0.2730	0.004400%	1500 Louisiana St., Houston, Texas 77002
G.H. Vaughn, Jr.	0.00798410	0.2521	0.004100%	address unknown at this time
Jack C. Vaughn	0.00798410	0.2521	0.004100%	address unknown at this time
Jean Brown	0.00677410	0.2139	0.003500%	address unknown at this time
W.C. Brown	0.00677410	0.2139	0.003500%	address unknown at this time
Mary Seeger O'Boyle, Deceased	0.00660480	0.2085	0.003400%	address unknown at this time
Helen B. Seeger, Deceased	0.00660480	0.2085	0.003400%	address unknown at this time
North Central Oil Corporation	0.00653580	0.2063	0.003400%	address unknown at this time
Paul F. Barnhart	0.00633890	0.2001	0.003300%	address unknown at this time
Paul F. Barnhart, Trustee	0.00633890	0.2001	0.003300%	address unknown at this time
Thomas A. Brown, Deceased	0.00541920	0.1711	0.002800%	address unknown at this time
Harry B. Barnhart	0.00422600	0.1334	0.002200%	address unknown at this time
Harry N. Ferguson	0.00376340	0.1188	0.001900%	address unknown at this time
The Citizens Securities Company	0.00304840	0.0962	0.001600%	address unknown at this time
St. Vincent's Island Company	0.00237070	0.0748	0.001200%	address unknown at this time
John W. O'Boyle, Jr.	0.00235210	0.0743	0.001200%	address unknown at this time
Kathleen O'Boyle	0.00235210	0.0743	0.001200%	address unknown at this time
Mary O'Boyle II	0.00235210	0.0743	0.001200%	address unknown at this time
William Buchanan O'Boyle	0.00235210	0.0743	0.001200%	address unknown at this time
Emeline Grim Fuller	0.00225570	0.0712	0.001200%	address unknown at this time
Henry Sears	0.00222810	0.0703	0.001100%	address unknown at this time
Heirs, Devises of Mrs. W.C. Brown	0.00218280	0.0689	0.001100%	address unknown at this time
Texarkana National Bank, Trustee for Ida M. Bottoms	0.00188170	0.0594	0.001000%	address unknown at this time
Alma B. Brown	0.00185040	0.0584	0.001000%	address unknown at this time
Ernest Kosek	0.00130720	0.0413	0.000700%	address unknown at this time
Mary Brown Florence	0.00125450	0.0396	0.000600%	address unknown at this time
John R. Brown	0.00125440	0.0396	0.000600%	address unknown at this time
Robert F. Buchanan	0.00122310	0.0386	0.000600%	address unknown at this time



OWNER	INTEREST IN TRACT	NET ACRES	% INTEREST IN UNIT	ADDRESS
William T. Buchanan	0.00122310	0.0386	0.000600%	address unknown at this time
Mrs. M.B. McDermott	0.00122310	0.0386	0.000600%	address unknown at this time
H.W. Klein	0.00121870	0.0385	0.000600%	address unknown at this time
.D. Poindexter	0.00121870	0.0385	0.000600%	address unknown at this time
Omah B. Albaugh	0.00120420	0.0380	0.000600%	address unknown at this time
McAlester Fuel Company	0.00115540	0.0365	0.000600%	address unknown at this time
Sarah C. Crim, Deceased	0.00114780	0.0362	0.000600%	address unknown at this time
Loretta G. Thomas	0.00112900	0.0356	0.000600%	address unknown at this time
Grace Wagner Kenney	0.00112890	0.0356	0.000600%	address unknown at this time
Harold B. Carter	0.00108610	0.0343	0.000600%	address unknown at this time
Gay Montague Moore	0.00106930	0.0338	0.000600%	address unknown at this time
C.H. Murphy, Jr.	0.00099550	0.0314	0.000500%	address unknown at this time
Addys Brown	0.00094080	0.0297	0.000500%	address unknown at this time
Poncantico Oil & Gas Corporation	0.00091410	0.0289	0.000500%	address unknown at this time
Hazel Brown Ricks	0.00090330	0.0285	0.000500%	address unknown at this time
William Hood Williams, Deceased	0.00090330	0.0285	0.000500%	address unknown at this time
Alan L. Corey	0.00089120	0.0281	0.000500%	address unknown at this time
Polly R. Rowley	0.00084680	0.0267	0.000400%	address unknown at this time
Alice P. Melly	0.00082790	0.0261	0.000400%	address unknown at this time
James C. Joyner	0.00079640	0.0251	0.000400%	address unknown at this time
Lena M. Boyce	0.00075270	0.0238	0.000400%	address unknown at this time
The Texarkana National Bank of Texarkana, Texas	0.00075260	0.0238	0.000400%	address unknown at this time
O.S. Moore, Katherine M. Unsworth and Henry Moore, III	0.00074740	0.0236	0.000400%	address unknown at this time
Texas Industries, Inc.	0.00066030	0.0208	0.000300%	address unknown at this time
Ormond Corporation	0.00066020	0.0208	0.000300%	address unknown at this time
Anita O'Neal Smith	0.00061150	0.0193	0.000300%	address unknown at this time
Vance Foster	0.00060940	0.0192	0.000300%	address unknown at this time
G.C. Easley	0.00056450	0.0178	0.000300%	address unknown at this time
Laurence F. Lees	0.00055010	0.0174	0.000300%	address unknown at this time
J.D. Thrasher	0.00055010	0.0174	0.000300%	address unknown at this time
J.B. and Oleta Cutbirth	0.00049380	0.0156	0.000300%	address unknown at this time
A.L. Corey, Jr.	0.00044560	0.0141	0.000200%	address unknown at this time
Annie H. Cabe	0.00041400	0.0131	0.000200%	address unknown at this time
R.L. Searcy, Jr.	0.00041360	0.0131	0.000200%	address unknown at this time
David O. D. Kennedy	0.00039780	0.0126	0.000200%	address unknown at this time
Mrs. Barteau Nations Gillespie	0.00037630	0.0119	0.000200%	address unknown at this time
Urban H. Wagner	0.00037630	0.0119	0.000200%	address unknown at this time
Russell O. Latimer	0.00037440	0.0118	0.000200%	address unknown at this time
Graridge Corporation	0.00036740	0.0116	0.000200%	address unknown at this time
Mary Wallace Avinger	0.00035750	0.0113	0.000200%	address unknown at this time
James Henderson O'Neal, Deceased	0.00032920	0.0104	0.000200%	address unknown at this time
John Franks	0.00030470	0.0096	0.000200%	address unknown at this time
Willa Mae Wallace Ambrose	0.00028230	0.0089	0.000100%	address unknown at this time
Bess Whitmarsh Andrews	0.00028230	0.0089	0.000100%	address unknown at this time
Mrs. Clyde Wallace Gruner	0.00028230	0.0089	0.000100%	address unknown at this time
Marguerite Whitmarsh Holman	0.00028230	0.0089	0.000100%	address unknown at this time
Mrs. Zelle Whitmarsh Letts	0.00026350	0.0083	0.000100%	address unknown at this time

OWNER	INTEREST IN TRACT	NET ACRES	% INTEREST IN UNIT	ADDRESS
J.K. Crossman	0.00026210	0.0083	0.000100%	address unknown at this time
J.B. Cutbirth	0.00025850	0.0082	0.000100%	address unknown at this time
Elsie Wallace	0.00022570	0.0071	0.000100%	address unknown at this time
John Buchanan Brown	0.00020910	0.0066	0.000100%	address unknown at this time
Robert Allen Brown	0.00020910	0.0066	0.000100%	address unknown at this time
Thomas R. Brown, Jr.	0.00020910	0.0066	0.000100%	address unknown at this time
Kathryn M. Jones	0.00018370	0.0058	0.000100%	address unknown at this time
Pearl E. Jones	0.00018370	0.0058	0.000100%	address unknown at this time
Henry Moore, Jr., Deceased	0.00016930	0.0053	0.000100%	address unknown at this time
Horace C. Cabe	0.00016570	0.0052	0.000100%	address unknown at this time
Mildred Cabe Cook	0.00016560	0.0052	0.000100%	address unknown at this time
Charles Louis Cabe	0.00016550	0.0052	0.000100%	address unknown at this time
Harold H. Cabe	0.00016550	0.0052	0.000100%	address unknown at this time
John C. Cabe	0.00016550	0.0052	0.000100%	address unknown at this time
Madeline O. Bartell	0.00016510	0.0052	0.000100%	address unknown at this time
W.C. Boney	0.00016000	0.0051	0.000100%	address unknown at this time
Elizabeth Galloway	0.00015990	0.0050	0.000100%	address unknown at this time
Katherine M. Unsworth uwo Henry Moore, Jr., Deceased	0.00015060	0.0048	0.000100%	address unknown at this time
Joseph Frederick Shaw	0.00015060	0.0048	0.000100%	address unknown at this time
R. Hazel Moran, Deceased	0.00014310	0.0045	0.000100%	address unknown at this time
Robert Thorton Shaw, Deceased	0.00013170	0.0042	0.000100%	address unknown at this time
A.A. Welsh & Company	0.00011290	0.0036	0.000100%	address unknown at this time
Elloine Mosely Sinclair	0.00010020	0.0032	0.000100%	address unknown at this time
Beatrice M. Elias	0.00008740	0.0028	0.000000%	address unknown at this time
Mike E. Florence	0.00008740	0.0028	0.000000%	address unknown at this time
Frances G. Nossek	0.00008730	0.0028	0.000000%	address unknown at this time
C.B. Stockard and Hazel Stockard	0.00008710	0.0027	0.000000%	address unknown at this time
Annie Claire Atkinson	0.00007520	0.0024	0.000000%	address unknown at this time
Searcy H. Atkinson	0.00007520	0.0024	0.000000%	address unknown at this time
Joe B. Atkinson	0.00005650	0.0018	0.000000%	address unknown at this time
W.A. Stockard	0.00004550	0.0014	0.000000%	address unknown at this time
W.A. Stockard and Evelyn Stockard	0.00004360	0.0014	0.000000%	address unknown at this time
R.N. Vickers	0.00004010	0.0013	0.000000%	address unknown at this time
Corrine Burg	0.00003950	0.0012	0.000000%	address unknown at this time
Martha Smith	0.00003950	0.0012	0.000000%	address unknown at this time
Virginia Stevens	0.00003950	0.0012	0.000000%	address unknown at this time
Maude A. Dalrymple	0.00002142	0.0007	0.000000%	address unknown at this time
Iris L. Malone Gilliam	0.00002142	0.0007	0.000000%	address unknown at this time
D.B. Maddox	0.00002142	0.0007	0.000000%	address unknown at this time
L.E. Tennyson	0.00002000	0.0006	0.000000%	address unknown at this time
R.T. Ellzey	0.00001910	0.0006	0.000000%	address unknown at this time
Thomas A. Clark	0.00001260	0.0004	0.000000%	address unknown at this time
Elizabeth Clark Sharp	0.00001260	0.0004	0.000000%	address unknown at this time
Frank D. White	0.00001260	0.0004	0.000000%	address unknown at this time
William Clark	0.00001250	0.0004	0.000000%	address unknown at this time
O.B. Clark	0.00000640	0.0002	0.000000%	address unknown at this time
Willie Gorman Maddox	0.00000630	0.0002	0.000000%	address unknown at this time

<b>OWNER</b>	<b>INTEREST IN TRACT</b>	<b>NET ACRES</b>	<b>% INTEREST IN UNIT</b>	<b>ADDRESS</b>
Jorene Clark Cates	0.00000420	0.0001	0.000000%	address unknown at this time
Tillman J. Clark, Jr.	0.00000420	0.0001	0.000000%	address unknown at this time
William G. Clark	0.00000420	0.0001	0.000000%	address unknown at this time
Janie Bailey	0.00000252	0.0001	0.000000%	address unknown at this time
Lillie Jo Elrod	0.00000252	0.0001	0.000000%	address unknown at this time
<b>TOTAL:</b>	<b>1.00000000</b>	<b>31.5700</b>		

**EXHIBIT "G"**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**List of Names of Landowners with Brine Leases**

Last/Company Name	First Name
A. Rowe, III, Inc.	
Alfano	Rose Cox
Arkansas Pulpwood Company, Inc.	
Barentine	Carla
Barentine	Charles William
Barentine, Jr.	Jimmy
Blake	Ellen Garrard
Bradberry	Jerry William
Brasher	Angela Tuberville
BRP LLC	
Bryant	Alverta Stovall
	Cody Jane Franklin
Burch	
	Adrienne E. Moses
Burkett	
Burns	Molly Harsh
Calloway	George
Carter	Rose Mary
Clark	Jackie Cornelius
Colbert	Thelma Jean
Cox	Mark
	Laura Lynn Franklin
Creach	
Cross	Judith Johnson
Deaton	Vikki Stuart
Dejorado Limited Partnership	
Denton	Mikaila
	Brenda Katherine Warren
Dick	
	Kathy Lynn George
Dingle	
Dollar	Tandy Troutman
Esparza	Alyssa Moses
Evans	Carolyn Franklin
F & G Investments, LLC	
Falcon	Ashley Knight
Farris	Tanya Russ
First Baptist Church Albuquerque	
First Baptist Church of Stamps	
Ford	Joseph Dennis

Last/Company Name	First Name
Ford	Martha S.
Franklin	Robert T.
	Edgar Max and Dinnah Park
Funderburg	
Futch	Mary E.
	Robert and Connie
Gardner	
Garmon	Annie Roberta
George	David Paul
George	Ruby Sue
George	Samuel Herbert
Grady Higgs and Norita Higgs Living Trust	
Griffin	Dinah Jo
Grigsby	Hodge
Grigsby	Janis Louise Jones
Grimmett	Michael L.
Harry U. Kolb, Jr. Revocable Trust	
Harsh	Mary Warnock
Harsh	Mary, et al
Hendrix	Thomas E.
Higgs	Norita McNeill
Hollensworth	Betty Lou
Holmes	David H.
Howell	Gus Edward
Huntley	Cynthia Russ
Hutto	Brandy A. Ranton
Hyman	Janet Pauline
Hyman	Judy
Hyman	Laura Kay
Hyman, III	Hugh
Jeffrey & Rachel Kitchens Living Trust	
JJMJ Family Limited Partnership	
Johnson	Robert Lee
Johnson	Roosevelt
Jones	Betty Jeanette
Jones	Celia Anne
Joslin Living Trust	
Kimbell, Jr.	Roy Zolly
King	George B.
King	Polly M.

**EXHIBIT "G"**  
**TETRA TECHNOLOGIES, INC.**  
**AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**List of Names of Landowners with Brine Leases**

Last/Company Name	First Name
King	Virginia L.
Kitchens Revocable Trust	
KMM Natural Resource	
Kolb	Harry U., et al
Landrum	Sandra Stovall
Lee	Margie
Lowe	Jimmy C.
Lowe	Terry L.
McNeill	Joy
McNeill	Judy S.
McNeill, III	Harold
McPherson	Becky McNeill
Melonvine Striders Running Club	
Mitchell	Betty Jo
Neill	Laura B.
New	Kathleen
Nine	Debra Darlene
Oldham	Lesa Cornelius
Park	Dee Hector
Park	Nedra
Patricia Swanson Trust	
Perry	Marilyn Keith
Pillow	Robert Allen
Poe Minerals, LLC	
Polly Ann Foote Revocable Trust	
Prescott	Mildred McCombs
Pryor	Angela Woodward
Ranton	Richard Cass
Ranton	Terry Wayne
Rhodes	Donna
Roberts	Jennie Barlow
Rogers	Betty Christine
Rowe	Tyler Allen
Rowe, III	Auby and Beverly
Rugg	Angela Wells
Rushing	Barbara Jane McMahan
Russ	Alvin N.
Russ	Sheldon Wayne
S. T. Crone, Ltd	
Sheppard	Ann P.

Last/Company Name	First Name
Simmons	W. C.
Sixbey	Amy Harsh
Smith	Linda Cornelius
Stewart	Paula Jane
Strange	Ben
Stuart	Denny Robert
Stultz	Barbara June
The Connie Gardner Trust	
The Greg Bennett Company	
Towery	Sue Howell
Tuberville	
Vincent	Joan
Warren	Jason L.
Warren	Maurice K.
Wells	Ryan Ray
Whitner	Roxana Harsh
Whitten	Alyce Hutcheson
William Carson Stuart Special Needs Trust	
Williams	Patricia Stovall
Wilson	Hannan
Wilson	Larry Don
Wilson, Jr.	Roger Louis
Woodward	Dorothy Thomas
Wright	Sarah L.

**EXHIBIT “H”  
TETRA TECHNOLOGIES, INC. EVERGREEN BRINE UNIT**

**List of Names – Unleased Parties**

Last/Company Name	First Name
Abshere	Aileen Park, heirs of devisees
Altom	Mary Dorman, heirs or devisees
Barentine	Carla
Barentine	Charles William
Barentine, Jr.	Jimmy
Bennett	Lula B., heirs or devisees
Berryman	Paul
Berryman 1996 Trust	
Black Stone Minerals	
Bobino	Marilyn Stovall
Bond	Daisye, heirs or devisees
Boswell	Glen
Bowley	Patricia R.
Bradley	Ruby, et al
Brooks	Dulcena Dorman, heirs or devisees
Burrow	Bertie, heirs or devisees
Cambell	Levada, heirs or devisees
Collier	Barbara Warren, heirs or devisees
Cummings	Cora, heirs or devisees
Cummings	Frank, et al
Davis	Sarah
Dejoredo Limited Partnership	
Denton	Jasmine
Dingle	Kathy Lynn George
Dorman	Green W., heirs or devisees
DuBose	Gloria
Eshenbaugh	Jamie R., heirs or devisees
F & G Investments, LLC	
First Baptist Church Albuquerque	
Floyd	Espanola
Franklin	Lucy Dorman, heirs or devisees
George	David Paul
George	Samuel Herbert
Grand	Erik Joseph

Last/Company Name	First Name
Green	Paul
	Magdalena Dorman, heirs or devisees
Harris	
Hawkins	Alice Lowe
Haynes	Donald O.
Hendrix	Esther, heirs or devisees
Hendrix	Thomas E.
Henry	Birdie May, heirs or devisees
Hicks	Julia Anne, heirs or devisees
Hicks	Virginia Rose, heirs or devisees
Hobbins	Ophelia Lowe
Hutchinson	Lyndsay
Hyde	Bertha L., heirs or devisees
Hyman	Janet Pauline
Hyman	Judy
Hyman	Laura Kay
Hyman, III	Hugh
	Alabama Dorman, heirs or devisees
Jackson	
James Warren Davis Estate	
Johnson	Alice Teen
Johnson	Annie Calloway
Johnson	Billy Ray, heirs or devisees
Johnson	Booker T., heirs or devisees
Johnson	Marshall Lee, heirs or devisees
Johnson	Regena
Jones	Kelly
Jones	Kevin Carter
King	George B.
King	Polly M.
King	Virginia L.
Lawson	Dorater, heirs or devisees
Lewark LLC	
Lois K. Deane Revocable Trust	
Margaret Davis Green Estate	
Margaret Luck Stuart Estate	
Mary J. Warren	

Last/Company Name	First Name
Williams Estate	
Matthews	Bobbie Faye
Matthews	Jessie Toney
Melonvine Striders Running Club	
Miller	Minnie Jean, heirs or devisees
Mitchell	Estelle Park, heirs or devisees
Molleston	Margaret Woodward
Moore	Randy
Park	Lonnie Leroy
Park	Marvin, heirs or devisees
Patterson	Blanche Mae, heirs or devisees
Peppers	Rosetta, heirs or devisees
Pillow	Lurana Dorman, heirs or devisees
Poe Minerals, LLC	
Radford	Ayisha, heirs or devisees
Radford	Eugene, heirs or devisees
Radford	Kevin, heirs or devisees
Radford	Leonard, heirs or devisees
Razer	Ann Holmes
Rice	Lortetta Green
Richardson	Sharon
Robinson	Chris, heirs or devisees
Robinson	Ezekial, heirs or devisees
Ross	Viola Jean
Roton	Robert Park
Shareholders of McKamie Gas Cleaning Co.	See Exhibit H-1
Sharpe	Idella, heirs or devisees
Shauri	Karen
Simmons	W. C.
Springhill Land and Timber, LLC	
Stovall	Willie, heirs or devisees
Stultz	Barbara June
Tucker	Elmina Dorman, heirs or devisees
Wagner	Martha Dorman, heirs or devisees
Waldrep	Nancy Dorman, heirs or devisees
Warren	Nancy
Warren, Jr.	William Sidney
Watson	Tom, heirs or devisees
Wilson	Hannah
Wilson	Winston O., heirs or devisees
Woods	Florene

Last/Company Name	First Name
Woodward, III	W.A.G.

**EXHIBIT “H-1”  
TETRA TECHNOLOGIES, INC.  
AMENDED AND SUBSTITUTED EVERGREEN BRINE UNIT APPLICATION**

**List of Names of the “Shareholders of McKamie Gas Cleaning Co.”**

Name
VR4-Moria, LP
Bayer
Oryx Energy Company
Nelson Land & Cattle, Inc.
G.H. Vaughn, Deceased
John W. O'Boyle
Hannah Seeger Davis
Stanley J. Seeger, Jr.
A.G. Oliphant
James D. Heldt
Chevron
G.H. Vaughn, Jr.
Jack C. Vaughn
Jean Brown
W.C. Brown
Mary Seeger O'Boyle, Deceased
Helen B. Seeger, Deceased
North Central Oil Corporation
Paul F. Barnhart
Paul F. Barnhart, Trustee
Thomas A. Brown, Deceased
Harry B. Barnhart
Harry N. Ferguson
The Citizens Securities Company
St. Vincent's Island Company
John W. O'Boyle, Jr.
Kathleen O'Boyle
Mary O'Boyle II
William Buchanan O'Boyle
Emeline Grim Fuller
Henry Sears
Heirs, Devises of Mrs. W.C. Brown
Texarkana National Bank, Trustee for Ida M. Bottoms
Alma B. Brown
Ernest Kosek
Mary Brown Florence
John R. Brown
Robert F. Buchanan
William T. Buchanan
Mrs. M.B. McDermott
H.W. Klein
.D. Poindexter

Name
Omah B. Albaugh
McAlester Fuel Company
Sarah C. Crim, Deceased
Loretta G. Thomas
Grace Wagner Kenney
Harold B. Carter
Gay Montague Moore
C.H. Murphy, Jr.
Addys Brown
Poncantico Oil & Gas Corporation
Hazel Brown Ricks
William Hood Williams, Deceased
Alan L. Corey
Polly R. Rowley
Alice P. Melly
James C. Joyner
Lena M. Boyce
The Texarkana National Bank of Texarkana, Texas
O.S. Moore, Katherine M. Unsworth and Henry Moore, III
Texas Industries, Inc.
Ormond Corporation
Anita O'Neal Smith
Vance Foster
G.C. Easley
Laurence F. Lees
J.D. Thrasher
J.B. and Oleta Cutbirth
A.L. Corey, Jr.
Annie H. Cabe
R.L. Searcy, Jr.
David O. D. Kennedy
Mrs. Barteau Nations Gillespie
Urban H. Wagner
Russell O. Latimer
Graridge Corporation
Mary Wallace Avinger
James Henderson O'Neal, Deceased
John Franks
Willa Mae Wallace Ambrose
Bess Whitmarsh Andrews
Mrs. Clyde Wallace Gruner



Name
Marguerite Whitmarsh Holman
Mrs. Zelle Whitmarsh Letts
J.K. Crossman
J.B. Cutbirth
Elsie Wallace
John Buchanan Brown
Robert Allen Brown
Thomas R. Brown, Jr.
Kathryn M. Jones
Pearl E. Jones
Henry Moore, Jr., Deceased
Horace C. Cabe
Mildred Cabe Cook
Charles Louis Cabe
Harold H. Cabe
John C. Cabe
Madeline O. Bartell
W.C. Boney
Elizabeth Galloway
Katherine M. Unsworth uwo Henry Moore, Jr., Deceased
Joseph Frederick Shaw
R. Hazel Moran, Deceased
Robert Thorton Shaw, Deceased

O.B. Clark
Willie Gorman Maddox
Jorene Clark Cates
Tillman J. Clark, Jr.
William G. Clark
Janie Bailey
Lillie Jo Elrod

Name
A.A. Welsh & Company
Elloine Mosely Sinclair
Beatrice M. Elias
Mike E. Florence
Frances G. Nossek
C.B. Stockard and Hazel Stockard
Annie Claire Atkinson
Searcy H. Atkinson
Joe B. Atkinson
W.A. Stockard
W.A. Stockard and Evelyn Stockard
R.N. Vickers
Corrine Burg
Martha Smith
Virginia Stevens
Maude A. Dalrymple
Iris L. Malone Gilliam
D.B. Maddox
L.E. Tennyson
R.T. Ellzey
Thomas A. Clark
Elizabeth Clark Sharp
Frank D. White
William Clark

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Paul Green

P.O. Box 53468  
Riverside, CA 92517-4468

Section 22, T17S-R23W      66.66 net acres

11/3/2020 Mailed Lease.

1/13/2021 Mailed follow up letter after repeated attempts to contact by phone.

5/24/2021 Mailed new lease after contact by phone.

2/16/2022 Mailed new lease again. Unable to contact by phone.

3/17/2023 Attempted to contact by phone, left message. Sent lease by priority mail.

4/24/2023 Mailed lease by priority mail.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Paul Berryman and Piccola Berryman, Individually  
And as Trustees of the Berryman 1996 Trust  
2132 Irving Street  
San Diego, CA 92113

Section 23, T17S-R23W      1.0 net acre

8/26/19 Mailed Lease.

2/11/2020 Mailed Lease

Per conversation with son Khalid Berryman after receipt of lease, they stated that they are not interested in leasing.

3/16/2023 Fed-exed Lease.

3/23/2023 Left detailed phone message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Regena Johnson  
3343 Vintage Circle SE  
Smyrna, GA 30080

Section 23, T17S-R23W      81.5 net acres

6/12/2019 Mailed Lease, numerous attempted follow up phone calls go to voice mail.

1/26/2021 Mailed follow up letter.

3/8/2022 Talked with Lessor and mailed new lease. All attempted follow up phone calls go to voice mail.

3/16/2023 Fed-exed Lease.

3/17/2023 Attempted to call, left message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Laura Kay Hyman  
541 Laurie Lynn Drive  
Baton Rouge, LA 70819

Section 23, T17S-R23W .403 net acre

4/7/2022 Mailed Lease.

3/16/2023 Fed-exed Lease.

3/24/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Judy Hyman  
541 Laurie Lynn Drive  
Baton Rouge, LA 70819

Section 23, T17S-R23W .403 net acre

4/7/2022 Mailed Lease.

3/16/2023 Fed-exed Lease.

3/24/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Richard Aycock and Thomas Aycock  
All interest owned by

Janet Pauline Hyman, by Agent and  
Attorney in Fact Gregory Paul Aycock  
14222 Jamestown Blvd  
Baton Rouge, LA 70810

Section 23, T17S-R23W      1.208 net acre

4/7/2022 Mailed Lease.

3/16/2023 Fed-exed Lease.

4/24/23 Fed-exed Lease.

6/2/23 Lessor called - will resend lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Jasmine Denton  
3492 Highway 5, Apt #817  
Douglasville, GA 30135

Section 23, T17S-R23W      1.043 net acres  
Section 25, T17S-R23W      .030 net acres

8/8/2019 Mailed Lease.

3/17/2023 Fed-exed Lease.

3/24/2023 After phone contact, resending to new address.  
1448 Raintree Dr. Apt A  
Roswell, GA 30076

4/24/23 Fed-exed Lease.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

William Sidney Warren, Jr.  
808 Carywood Lane  
Little Rock, AR 72205

Section 24, T17S-R23W      7.33 net acres

9/13/2019 Mailed Lease.

3/17/2023 Fed-exed Lease.

3/24/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Ann Holmes Razer  
1116 Pine Valley Road  
Little Rock, AR 72207

Section 23, T17S-R23W      20 net acre

10/3/2019 Mailed Lease. Lessor will not return numerous phone call attempts.

3/20/2023 Fed-exed Lease.

3/23/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Marilyn Stovall Bobino  
4505 Fairbairn Ave.  
Oakland, CA 94619

Section 25, T17S-R23W      44.5 net acres

11/5/2020 Talked with husband, Mailed Lease.

4/7/2022 Mailed Lease.

3/17/2023 Fed-exed Lease.

3/23/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Annie Calloway Johnson  
2451 26<sup>th</sup> Avenue East  
Seattle, WA 98112-2612

Section 25, T17S-R23W      7.5 net acres  
Section 26, T17S-R23W      18.75 net acres

6/10/19 Mailed Lease, called after receipt of lease to Refuse.

11/9/2020 Followed up with phone call. Refused to Lease.

3/8/2022 Followed up with phone call. Refused to Lease.

3/15/2023 Fed-exed Lease.

3/17/2023 Attempted phone call, left message.

3/21/2023 Spoke with husband Wallace Johnson.

3/24/2023 Spoke with Annie Johnson, after lengthy conversation she said she will think about it.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Espanola Floyd  
4212 Cayonview Drive  
Upper Marlboro, MD 20772

Section 25, T17S-R23W	1.875 net acres
Section 26, T17S-R23W	4.6875 net acres

2/1/2021 Mailed Lease.

3/15/2023 Fed-exed Lease.

3/17/2023 Talked to Lessor on phone, said they are reviewing the lease.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Florene Woods  
4008 Wilbarger St.  
Fort Worth, TX 76119

Section 25, T17S-R23W	1.875 net acres
Section 26, T17S-R23W	4.6875 net acres

1/13/2021 Mailed Lease.

3/15/2023 Fed-exed Lease.

3/21/2023 Left detailed message.

4/24/23 Fed-exed Lease

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Randy Moore  
2413 Wills Point Court  
Fort Worth, TX 76105

Section 25, T17S-R23W      .9375 net acres  
Section 26, T17S-R23W      2.34375 net acres

1/13/2021 Mailed Lease.

3/16/2023 Fed-exed Lease.

3/17/2023 Talked to Lessor on phone, said they will sign.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Sharon Richardson  
2413 Wills Point Court  
Fort Worth, TX 76105

Section 25, T17S-R23W	.9375 net acres
Section 26, T17S-R23W	2.34375 net acres

1/13/2021 Mailed Lease.

3/16/2023 Fed-exed Lease.

3/17/2023 Talked to Lessor on phone, said they will sign.

4/24/23 Fed-exed Lease.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Gloria Jean DuBose  
887 Coral Cottage Drive  
Henderson, NV 89002

Section 25, T17S-R23W	1.1538 net acres
Section 26, T17S-R23W	2.8846 net acres

2/1/2021 Mailed Lease.

3/16/2023 Fed-exed Lease. Attempted to call left message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Bobbie Faye Matthews  
8493 Elche Court  
Las Vegas, NV 89178

Section 25, T17S-R23W	1.1538 net acres
Section 26, T17S-R23W	2.8846 net acres

2/1/2021 Mailed Lease.

3/17/2023 Daughter Catherine Matthews called. Bobbie Matthews died July 2022.  
Daughter is sole heir. Fed-exed Lease to:

Catherine Matthews  
7750 Aballon Bay St.  
Las Vegas, NV 89139

4/24/23 Fed-exed Lease

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Ophelia Lowe Hobbins  
2606 Wells Court  
Cedar Hill, TX 76104

Section 25, T17S-R23W      3.0 net acres  
Section 26, T17S-R23W      7.5 net acres

11/6/2020 Mailed Lease, Followed up with phone call. Refused to Lease.

3/16/2023 Fed-exed Lease.

3/21/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Alice Lowe Hawkins  
1212 Bar Harbor  
Dallas, TX 76232

Section 25, T17S-R23W      3.0 net acres  
Section 26, T17S-R23W      7.5 net acres

11/6/2020 Mailed Lease, Followed up with phone call. Refused to Lease.

3/16/2023 Fed-exed Lease.

3/21/2023 Left detailed message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Alice Teen Johnson aka Alycestine Johnson  
2608 Marlin St.  
Fort Worth, TX 76105

Section 25 T17S-R23W    1.15 net acres  
Section 26 T17S-R23W    2.88 net acres

11/6/2020 Mailed Lease.

3/20/2023 Fed-exed Lease.

4/11/2023 All phone numbers disconnected.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Mary Woodward Lewis

By series of conveyances divided as follows - Section 27, T17S-R23W

1. Dejedora Limited Partnership - 1.7776 net acres  
P.O. Box 825  
Little Rock, AR 71754

2/17/2023 Mailed Lease

3/22/2023 Could not find a working phone number

4/24/23 Fed-exed Lease

3. Margaret Woodward Molleston - .8888 net acres  
2811 W. Wildwind Cir.  
Spring, TX 77380

2/17/2023 Mailed Lease

4/24/23 Fed-exed Lease

4. W.A.G Woodward, III - .8888 net acres  
P.O. Box 703  
Benton, AR 72018-0703

2/17/2023 Mailed Lease - Returned bad address

3/17/23 Sent lease by priority mail to above address

3/20/2023 Left detailed message

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Loretta Green Rice  
5763 Waterman Blvd.  
Saint Louis, MO 63112

Section 22 T17S-R23W 6.67 net acres

2/21/2023 Fed-exed letter offering to lease.

2/22/2023 Lessor called requesting a lease. Mailed lease.

3/17/2023 Called and left message.

3/18/2023 Lessor left message on our answering machine to stop calling.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Kelly Jones  
367 Collingwood Dr.  
Columbus, OH 43213

Section 22 T17S-R23W 2.22 net acres

2/21/2023 Fed-exed letter offering to lease.

3/17/2023 Fed-exed Lease.

3/20/2023 Left detailed message.

4/24/23 Fed-exed Lease.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Kevin Carter Jones  
1439 Norville Ct.  
Dayton, OH 45417

Section 22 T17S-R23W 2.22 net acres

2/21/2023 Fed-exed letter offering to lease.

3/17/2023 Fed-exed Lease.

3/20/2023 Received package. Will send e-mail response with sister Karen Shauri.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Karen Mariam Shauri  
3548 Red Clover Pl.  
Columbus, OH 43224

Section 22 T17S-R23W 2.22 net acres

2/21/2023 Fed-exed letter offering to lease.

3/17/2023 Fed-exed Lease.

3/23/2023 Lessor called sent e-mail response, stating they are not interested. After phone conversation stated she would talk to brother Kelly Jones and Kevin Jones.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Brandy Anita Ranton  
515 Masonite Lake Rd., Lot 5  
Laurel, MS 39443

Section 22 T17S-R23W 2.5 net acres

2/21/2023 Fed-exed letter offering to lease.

2/22/2023 Lessor called requesting a lease. Mailed lease.

3/21/2023 Resent Lease at Lessor's request.

4/3/2023 Lessor previously signed a lease as Brandy Ranton Hutto.  
The interest shown here, 2.5 net acres should be credited to Eric Grand  
and Lyndsay Hutchinson.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lyndsay Grand Hutchinson  
1808 Taft Park  
Metairie, LA 70001

Section 22 T17S-R23W 1.25 net acres

2/21/2023 Fed-exed letter offering to lease.

3/17/2023 Fed-exed Lease.

3/27/2023 Lessor requested to be emailed a new lease with new married name and new address:

Lyndsay Grand Newman  
2988 Hwy 22  
Springfield, LA 70462

Determined that Lessor has an additional 1.25 net acres for total interest of 2.5 net acres.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Eric Joseph Grand  
P.O. Box 55  
Ponchatoula, LA 70454

Section 22 T17S-R23W 1.25 net acres

8/20/2019 Mailed Lease after phone contact. Lessor refused to lease after receipt of lease.

3/21/2023 Mailed Lease at sister (Lyndsay Grand Hutchinson) request.

Determined that Lessor has an additional 1.25 net acres total interest 2.5 net acres.

4/24/23 Mailed new lease by priority mail.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lonnie Leroy Park  
1200 North Acres Circle  
Springhill, LA 71075

Section 23 T17S-R23W .322 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/2023 Fed-exed Lease.

3/22/2023 Lessor hangs up will not talk.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Ruby Bradley  
2629 Columbia Rd 50  
Stamps, AR 71860

Section 23 T17S-R23W 1.0 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/2023 Fed-exed Lease.

3/21/2023 Voice mail not set up, unable to leave message.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Springhill Land and Timber, LLC  
P.O. Box 550  
Springhill, LA 71705

Section 23 T17S-R23W 1.5 net acres

2/21/2023 Fed-exed letter offering to lease.

3/17/2023 Mailed Lease by priority mail.

3/22/2023 Did not receive - resending lease.

4/25/23 Sent lease by Priority mail.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Claude H. Wilson, Deceased  
Date of Death 1987

Two Children

1. Claude H. Wilson, Jr., Deceased Date of Death 7/16/2018  
Two children

A. Sarah Davis  
3211 Columbia Rd 36  
Magnolia, AR 71753

Section 25 T17S-R23W 1.703 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/2023 Fed-exed Lease.

3/24/23 Lessor emailed mineral deed conveying interest to Hannah Wilson

B. Scott H. Wilson, Deceased 2/15/2022, surviving spouse  
Hannah E. Wilson  
438 E. Union  
Magnolia, AR 71753

Section 25 T17S-R23W 1.703 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/23 Fed-exed Lease.

3/24/2023 Acquired interest of Sarah Davis.

4/24/23 Fed-exed Lease

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Melonvine Striders Running Club  
1521 Sammy Circle  
Hope, AR 71801

Section 21 T17S-R23W          8.00 net acres

5/16/2023 Contacted Lessor who said they signed another lease.  
5/25/2023 Able to determine that other lease was not covering this tract.  
5/31/2023 Sent Lessor new lease covering additional acreage.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Viola Jean Ross  
6321 Twin Oaks Dr.  
Forest Hill, TX 76119

Section 25 T17S-R23W 1.15 net acres  
Section 26 T17S-R23W 2.88 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/2023 Lessor called. Fed-exed Lease. Will talk to sister Gloria DuBose.

3/24/2023 Lessor said she will do what her sister Gloria Dubose does.

4/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Leonard Radford  
Address Unknown in California

Indexed owner in the records of Columbia County, Arkansas.  
Nothing found of record to help locate.

Section 25 T17S-R23W	.94 net acres
Section 26 T17S-R23W	2.34 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Eugene Radford  
Address Unknown

Indexed owner in the records of Columbia County, Arkansas.  
Nothing found of record to help locate.

Section 25 T17S-R23W     .31 net acres  
Section 26 T17S-R23W     .78 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Kevin Radford  
Address Unknown

Indexed owner in the records of Columbia County, Arkansas.  
Nothing found of record to help locate.

Section 25 T17S-R23W     .31 net acres  
Section 26 T17S-R23W     .78 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Ayisha Radford  
Address Unknown

Indexed owner in the records of Columbia County, Arkansas.  
Nothing found of record to help locate.

Section 25 T17S-R23W    .31 net acres  
Section 26 T17S-R23W    .78 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Eunice Hicks, Deceased  
DOD: 2/20/1970

Section 19 T17S-R23W      5.00 net acres  
Section 24 T17S-R23W      4.375 net acres

Interest divided between three children already in the Resume of Leases

1. Lula B. Bennett
2. Daisy H. Bond
3. Walter E. Hicks



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Daisy Hicks Bond, Deceased  
Deceased 2/3/2003 Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 19, T17S-R22W Hicks	6.67 net acres, includes interest inherited from Eunice
Section 24, T17S-R23W Hicks	5.83 net acres, includes interest inherited from Eunice

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Walter E. Hicks, Deceased  
DOD: 8/13/1973

Section 19, T17S-R22W      6.67 net acres, includes interest inherited from Eunice Hicks

Section 24, T17S-R23W      5.83 net acres, includes interest inherited from Eunice Hicks

Interest divided between two children

Julia Anne Hicks, Deceased  
Deceased 8/10/2011 Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 19, T17S-R22W      3.333 net acres

Section 24, T17S-R23W      2.916 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Virginia Rose Hicks, Deceased  
Deceased 12/12/2014, Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 19, T17S-R22W	3.333 net acres
Section 24, T17S-R23W	2.916 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Bertie Burrow, Deceased

DOD: June 1987 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.

No probate or Affidavit heirship found of record.

Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W 4.83 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Esther Hendrix, Deceased  
DOD: 4/11/1989 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W 4.83 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Minnie Roton, Deceased

DOD: 12/13/1981

Section 23 T17S-R23W 1.61 net acres

Survived by three children

1. Jamie Eshenbaugh, Deceased  
DOD: 6/6/2011 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W 1.61 net acres

2. Robert Park Roton, Deceased  
DOD: 9/10/2008 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W 1.61 net acres

3. Patricia R. Bowley  
15600 Candy Hill Rd.  
Upper Marlboro, MD 20772-8403

Section 23 T17S-R23W 1.61 net acres

2/21/2023 Fed-exed letter offering to lease.

3/15/2023 Fed-exed Lease.

4/24/23 Fed-exed Lease

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Estelle P. Mitchell, Deceased  
DOD: 5/17/1999 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W .966 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Aileen Park Abshere, Deceased  
DOD: 4/7/2001 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W .966 net acres



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Marvin Park, Deceased  
DOD: June 1982 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W .966 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Willie P. Stovall, Deceased  
DOD: 7/19/1983 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 23 T17S-R23W 10.43 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Marguerite Luck Stuart, Deceased  
DOD: April 1994 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 24 T17S-R23W 11.0 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

James Warren Davis, Deceased  
DOD: April 3/2/1985 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 24 T17S-R23W 11.0 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Margaret Davis Green, Deceased  
DOD: 2/24/1994 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 24 T17S-R23W    11.0 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Mary Jo Warren Williams, Deceased  
DOD: 12/8/2003 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 24 T17S-R23W 7.33 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Nancy Marie Warren, Deceased  
DOD: April 1994 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 24 T17S-R23W    5.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Winston O. Wilson, Deceased  
DOD: 11/29/2003 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W 6.81 net acres



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Levada Campbell, Deceased  
DOD: 11/23/1999 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Dorater M. Lawson, Deceased  
DOD: 11/29/1994 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Bertha L. Hyde, Deceased  
DOD: 10/22/1998 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Rosetta Peppers, Deceased  
DOD: unknown and unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Blanche Mae Patterson, Deceased  
DOD: 1/30/1998 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.5 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Chris C. Robinson, Deceased  
DOD: 6/30/1994 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.87 net acres
Section 26 T17S-R23W	4.68 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Ezekiel C. Robinson, Deceased  
DOD: 4/18/2003 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.87 net acres
Section 26 T17S-R23W	4.68 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Minnie Jean Miller, Deceased  
DOD: 11/24/2000 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.87 net acres
Section 26 T17S-R23W	4.68 net acres



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Birdie Mae Henry, Deceased  
DOD: 4/20/2015 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.87 net acres
Section 26 T17S-R23W	4.68 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Idella Sharpe, Deceased  
DOD: 7/6/2014 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W    1.15 net acres  
Section 26 T17S-R23W    2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Marshall Lee Johnson, Deceased  
DOD: 7/6/2014 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.15 net acres
Section 26 T17S-R23W	2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Booker T. Johnson, Deceased  
DOD: 8/7/1995 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.15 net acres
Section 26 T17S-R23W	2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Billy Ray Johnson, Deceased  
DOD: 10/2/2004 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.15 net acres
Section 26 T17S-R23W	2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Jessie Toney Matthews, Deceased  
DOD: 5/7/2013 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.15 net acres
Section 26 T17S-R23W	2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Barbara Jean Collier, Deceased  
DOD: 9/15/1997 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas.  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 25 T17S-R23W	1.15 net acres
Section 26 T17S-R23W	2.88 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

The Berryman 1996 Trust  
2132 Irving Street  
San Diego, CA 92113

Section 27 T17S-R23W 17.556 net acres

5/19/2023 Fed-exed Lease



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Imogene Lawson Looper  
214 N. Cypress Circle  
Waldo, AR 71770  
Section 27 T17S-R23W .712 net acres

5/19/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Bonzeal Lawson Davis  
104 S. Pecan View Drive  
Waldo, AR 71770  
Section 27 T17S-R23W .712 net acres

5/19/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Heirs of Tom Watson - Section 27 T17S-R23W

Indexed owner in the records of Columbia County, Arkansas.

Affidavit of Heirship for Tom Watson dated 11/20/2007 has numerous heirs but contained no information as to the location of the heirs.

Online ancestry searches have proven unsuccessful due to lack of location history.

<b>Name</b>	<b>Net Acres</b>	<b>Name</b>	<b>Net Acres</b>
Willie Ray Berryman	0.48	Will Lawson	1
Floyd David Berryman	0.48	Gradie Lawson	1
Ruby Jewel Berryman	0.48	Clarence Lawson, Jr.	1
Pauline Berryman	0.48	Barbara Jean Lawson	1
Johnnie Bell Berryman	0.48	Marcellus Stevenson	1.664
Charles Earnest Berryman	0.48	Fern Stevenson	1.664
Shirley Jean Berryman Bellamy	0.48	Sylvia Mae Stevenson	1.664
Lady Bell Watson	0.384	Clenzie Lawson	0.712
K.C. Watson	0.384	Lenzie Lawson	0.712
A.D. Watson	0.384	G.V. Lawson	0.712
Josephine Watson	0.384	Terri Lawson	0.712
L.G. Watson	0.384	Chester Lawson	0.712
Hulton Watson	0.384	Velma Georgia Watson Welsh	0.384
Cloteal Watson	0.384	<b>TOTAL</b>	<b>24.04</b>
Florida Watson	0.384		
J.D. Watson	0.384		
William Marshall Watson	0.384		
Mary George Watson	0.384		
Leo Parks	0.42		
James Eden	0.42		
Joe Jointer	0.42		
V. Lois Jackson	0.42		
Celeste Mothershed	0.42		
Roy Lee Williamson	0.42		
Rodell Edwards	1		

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Margaret Woodward Molleston  
2811 W. Wildwind Cir.  
Spring, TX 77380

Section 30 T17S-R22W 2.59 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

W.A.G Woodward, III  
P.O. Box 703  
Benton, AR 72018-0703

Section 30 T17S-R22W 2.59 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Black Stone Minerals Company, L.P.  
1001 Fannin Street, Suite 2020  
Houston, TX 77002

Section 30 T17S-R22W 5.0 net acres

5/24/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lois K. Deane Revocable Trust  
1946 N. Fox Hunter Road  
Fayetteville, AR 72701

Section 30 T17S-R22W 10.0 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Thomas Hendrix  
P.O. Box 1315  
Idabel, OK 74745

Section 30 T17S-R22W 6.44 net acres

5/22/23 Mailed Lease priority mail

Section 21 T17S-R23W 1.43 net acres

5/23/23 Mailed offer letter by priority mail.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Barbara June Stultz  
1378 Brooks Lane  
Kaufman, TX 75142

Section 30 T17S-R22W    4.98 net acres

5/22/23 Fed-exed Lease  
Returned undeliverable - Lessor moved

Section 21 T17S-R23W    1.07 net acres

5/23/23 Fed-exed offer letter  
Returned undeliverable - Lessor moved

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

First Baptist Church Albuquerque  
4101 Paseo Del Norte NW  
Albuquerque, NM 87114

Section 30 T17S-R22W 4.42 net acres

5/22/23 Mailed Lease by priority mail.

Section 21 T17S-R23W .95 net acres

5/23/23 Mailed offer letter by priority mail.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Janet Pauline Hyman  
c/o Gregory Aycock  
14222 Jamestown Blvd  
Baton Rouge, LA 70810

Section 30 T17S-R22W    3.32 net acres

5/22/23 Fed-exed Lease

Section 21 T17S-R23W    .71 net acres

5/23/23 Fed-exed offer letter.

6/2/23 Lessor called and asked to be sent new lease with all property together.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

W.C. Simmons  
2017 Cushman Street  
Fairbanks, AK 99701

Section 30 T17S-R22W    1.66 net acres

5/22/23 Fed-exed Lease.

Section 21 T17S-R23W    .36 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Laura Kay Hyman  
541 Laurie Lynn Drive  
Baton Rouge, LA 70819

Section 30 T17S-R22W    1.11 net acres

5/22/23 Fed-exed Lease.

Section 21 T17S-R23W    .23 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Carla Barentine  
28 Barentine Lane  
Texarkana, TX 75501

Section 21 T17S-R23W .23 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Charles William Barentine  
26 Barentine Lane  
Texarkana, TX 75501

Section 21 T17S-R23W .23 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION  
Resume of Efforts - Unleased Parties**

Jimmy Barentine  
24 Barentine Lane  
Texarkana, TX 75501

Section 21 T17S-R23W .23 net acres

5/23/23 Fed-exed offer letter.



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Polly M. King  
33 Oak Forest Loop  
Maumelle, AR 72113

Section 30 T17S-R22W .83 net acres

5/22/23 Fed-exed Lease.

Section 21 T17S-R23W .18 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Virginia L. King  
1706 LAF 97  
Stamps, AR 71860

Section 30 T17S-R22W .55 net acres

5/22/23 Fed-exed Lease.

Section 21 T17S-R23W .12 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

George B. King  
1345 S. Main St.  
Emmet, AR 71835

Section 30 T17S-R22W .55 net acres

5/22/23 Fed-exed Lease.

Section 21 T17S-R23W .12 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Poe Minerals LLC  
c/o Timothy S. Green  
17945 Retriever Run  
College Station, TX 77845

Section 21 T17S-R23W 1.9 net acres

5/23/23 Fed-exed offer letter.

5/26/23 Lessor called to request lease be sent.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Samuel Herbert George  
3821 Sherwood Lane #37  
Houston, TX 77064

Section 21 T17S-R23W 2.69 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

David Paul George  
1111 Grant Road  
Cypress, TX 77429

Section 21 T17S-R23W 2.69 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Kathy Lynn George Dingle  
9218 Golden Meadow Drive  
Houston, TX 77064

Section 21 T17S-R23W 2.69 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

F&G Investments  
c/o Alan Ribble  
P.O. Box 9  
Magnolia, AR 71754

Section 21 T17S-R23W .29 net acres

5/23/23 Fed-exed offer letter.

6/2/23 Lessor called to have lease sent to new address:

c/o Conner Ribble  
4035 Jefferson Ave.  
Texarkana, AR 71854



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Judy Hyman  
541 Laurie Lynn Drive  
Baton Rouge, LA 70819

Section 21 T17S-R23W .24 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION  
Resume of Efforts - Unleased Parties**

Hugh Hyman, III  
2200 Housecreek Trail #204  
Raleigh, NC 27607

Section 21 T17S-R23W .24 net acres

5/23/23 Fed-exed offer letter.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lewark, LLC  
P.O. Box 350  
Haynesville, LA 71038

Section 30 T17S-R22W    6.67 net acres

5/22/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Donald O. Haynes and wife, Cynthia R. Haynes  
132 Acklin Rd.  
Haynesville, LA 71038

Section 30 T17S-R22W 6.67 net acres

5/22/23 Fed-exed Lease.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Glen Boswell, Deceased  
DOD: 2001 - Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 30 T17S-R22W    6.67 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Cora Cummings, Deceased  
DOD: 8/8/1926 in Columbia County, Arkansas

Section 30 T17S-R22W      60.00 net acres

Cora Cummings had an undetermined number of heirs. No Affidavit of Heirship or Probate was found of record in Columbia County. The property was leased for Oil and Gas in 1947 from approximately 20 heirs who lived in Michigan and California, however it is undetermined what their individual net acres were at the time of the leases.

In 1977, one of the heirs, Frank Cummings acquired interest in the NE/4 NE/4 from numerous other heirs. Frank Cummings died 4/4/1986, however one of his heirs, Gregory Bernard Briggs currently pays the taxes on the surface of the property. We talked to Mr. Briggs on May 23, 2023 and he stated that he is a grandson of Frank Cummings and had heard of Cora Cummings but had no knowledge as to heirship and did not know anyone who would. We mailed a lease to Mr. Briggs at the following address:

Gregory Bernard Briggs  
477 Marlane Street  
Muskegon, Michigan 49442

## EXHIBIT "I"

### TETRA TECHNOLOGIES, INC. AMENDED EVERGREEN BRINE UNIT APPLICATION

#### Resume of Efforts - Unleased Parties

Cora Cummings, continued

In 1980, approximately 33 heirs conveyed the NE/4 NW/4 to three grantees, with 26 heirs reserving 1/2 of their minerals and 7 heirs reserving all of their minerals from their respective conveyances. Based upon record title, it is not possible to determine the interest of the following heirs:

1. Frank Cummings, Deceased
2. Layfatte Cummings, unknown address
3. Mitchell Hughey, unknown address
4. Gwendolyn Cummings, unknown address
5. Clark Cummings, unknown address
6. Chester Evans, unknown address
7. Dwight Cummings, unknown address
8. Mary Lena Carroll, unknown address
9. Corine H. Allen, unknown address
10. Clara Anderson, unknown address
11. Thelma Cummings, unknown address
12. Vassie Lee, unknown address
13. Betty Lou Dean, unknown address
14. Frankie Johnson, unknown address
15. Anglee C. Smith, unknown address
16. Visser Kelly, unknown address
17. George Harris, unknown address
18. Hubert Harris, unknown address
19. Warnock Harris, unknown address
20. Christine Harris, unknown address
21. Lurline Harris, unknown address
22. Lorraine Pointer, unknown address
23. Maxine Casey, unknown address
24. Hellena Moore, unknown address
25. Mittie Cummings, unknown address
26. Louise C. Oliver, unknown address
27. Kenneth Cummings, unknown address
28. Kim Cummings, unknown address
29. Wilda Cummings, unknown address
30. Debra Hines Mabry, unknown address
31. William Hines, unknown address
32. Anita Hines, unknown address
33. Izola Hughey Riley, Deceased 5/25/1998

All of the above heirs were indexed in the records of Columbia County, Arkansas, and nothing was found of record after 1980 pertaining to them.

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Green W. Dorman, Jr., Deceased  
DOD: 1946 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Nancy Dorman Waldrep, Deceased  
DOD: 1880 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Dulcena Dorman Brooks, Deceased  
DOD: 1938 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Mary Dorman Altom, Deceased  
DOD: 1889 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Alabama Dorman Jackson, Deceased  
DOD: 1909 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lurana Dorman Pillow, Deceased  
DOD: 1967 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      2.25 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Elimina Dorman Tucker, Deceased  
DOD: 1944 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Lucy Dorman Franklin, Deceased  
DOD: 1955 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      2.25 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Magdalena Dorman Harris, Deceased  
DOD: 1968 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      2.88 net acres



**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Martha Dorman Wagner, Deceased  
DOD: 1867 – Unknown heirs

Indexed owner in the records of Columbia County, Arkansas  
No probate or Affidavit heirship found of record.  
Ancestry.com and Find a Grave.com used to determine date of death.

Section 26 T17S-R23W      6.00 net acres

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Shareholders of the McKamie Gas Cleaning Company

5/22/2023 Identified 141 Shareholders from a 1965 conveyance in the records of Lafayette Clerk of Court. Table shown below identifies 139 owners.

Section 21 T17S-R23W 31.57 net acres

<b>OWNER</b>	<b>INTEREST IN TRACT</b>	<b>NET ACRES</b>	<b>% INTEREST IN UNIT</b>	<b>ADDRESS</b>
XTO Energy, Inc. (participating)	0.31873380	10.0624	0.163936%	810 Houston Street, Fort Worth, Texas 76102
VR4-Moria, LP	0.28914800	9.1284	0.148719%	2626 Cole Ave, Suite 750, Dallas, Texas 75204
Bayer	0.05880560	1.8565	0.030246%	800 N. Lindberg Blvd., St. Louis, MO 63167
Oryx Energy Company	0.03349610	1.0575	0.017229%	P.O. Box 2880, Dallas, Texas 75221-2880
Nelson Land & Cattle, Inc.	0.05611530	1.7716	0.028863%	P.O. Box 2184, Monroe, Louisiana 72107
G.H. Vaughn, Deceased	0.01657740	0.5233	0.008526%	address unknown at this time
John W. O'Boyle	0.01652800	0.5218	0.008501%	address unknown at this time
Hannah Seeger Davis	0.01601330	0.5055	0.008236%	address unknown at this time
Stanley J. Seeger, Jr.	0.01601330	0.5055	0.008236%	address unknown at this time
A.G. Oliphant	0.01312490	0.4144	0.006751%	address unknown at this time
James D. Heldt	0.01285870	0.4059	0.006613%	address unknown at this time
Chevron	0.00864630	0.2730	0.004448%	1500 Louisiana St., Houston, Texas 77002
G.H. Vaughn, Jr.	0.00798410	0.2521	0.004107%	address unknown at this time
Jack C. Vaughn	0.00798410	0.2521	0.004107%	address unknown at this time
Jean Brown	0.00677410	0.2139	0.003485%	address unknown at this time
W.C. Brown	0.00677410	0.2139	0.003485%	address unknown at this time
Mary Seeger O'Boyle, Deceased	0.00660480	0.2085	0.003397%	address unknown at this time
Helen B. Seeger, Deceased	0.00660480	0.2085	0.003397%	address unknown at this time
North Central Oil Corporation	0.00653580	0.2063	0.003361%	address unknown at this time
Paul F. Barnhart	0.00633890	0.2001	0.003260%	address unknown at this time
Paul F. Barnhart, Trustee	0.00633890	0.2001	0.003260%	address unknown at this time
Thomas A. Brown, Deceased	0.00541920	0.1711	0.002788%	address unknown at this time
Harry B. Barnhart	0.00422600	0.1334	0.002173%	address unknown at this time
Harry N. Ferguson	0.00376340	0.1188	0.001935%	address unknown at this time
The Citizens Securities Company	0.00304840	0.0962	0.001567%	address unknown at this time
St. Vincent's Island Company	0.00237070	0.0748	0.001219%	address unknown at this time
John W. O'Boyle, Jr.	0.00235210	0.0743	0.001210%	address unknown at this time
Kathleen O'Boyle	0.00235210	0.0743	0.001210%	address unknown at this time
Mary O'Boyle II	0.00235210	0.0743	0.001210%	address unknown at this time
William Buchanan O'Boyle	0.00235210	0.0743	0.001210%	address unknown at this time
Emeline Grim Fuller	0.00225570	0.0712	0.001160%	address unknown at this time
Henry Sears	0.00222810	0.0703	0.001145%	address unknown at this time
Heirs, Devises of Mrs. W.C. Brown	0.00218280	0.0689	0.001123%	address unknown at this time
Texarkana National Bank, Trustee for Ida M. Bottoms	0.00188170	0.0594	0.000968%	address unknown at this time
Alma B. Brown	0.00185040	0.0584	0.000951%	address unknown at this time
Ernest Kosek	0.00130720	0.0413	0.000673%	address unknown at this time
Mary Brown Florence	0.00125450	0.0396	0.000645%	address unknown at this time
John R. Brown	0.00125440	0.0396	0.000645%	address unknown at this time
Robert F. Buchanan	0.00122310	0.0386	0.000629%	address unknown at this time

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

William T. Buchanan	0.00122310	0.0386	0.000629%	address unknown at this time
Mrs. M.B. McDermott	0.00122310	0.0386	0.000629%	address unknown at this time
H.W. Klein	0.00121870	0.0385	0.000627%	address unknown at this time
.D. Poindexter	0.00121870	0.0385	0.000627%	address unknown at this time
Omah B. Albaugh	0.00120420	0.0380	0.000619%	address unknown at this time
McAlester Fuel Company	0.00115540	0.0365	0.000595%	address unknown at this time
Sarah C. Crim, Deceased	0.00114780	0.0362	0.000590%	address unknown at this time
Loretta G. Thomas	0.00112900	0.0356	0.000580%	address unknown at this time
Grace Wagner Kenney	0.00112890	0.0356	0.000580%	address unknown at this time
Harold B. Carter	0.00108610	0.0343	0.000559%	address unknown at this time
Gay Montague Moore	0.00106930	0.0338	0.000551%	address unknown at this time
C.H. Murphy, Jr.	0.00099550	0.0314	0.000512%	address unknown at this time
Addys Brown	0.00094080	0.0297	0.000484%	address unknown at this time
Poncantico Oil & Gas Corporation	0.00091410	0.0289	0.000471%	address unknown at this time
Hazel Brown Ricks	0.00090330	0.0285	0.000464%	address unknown at this time
William Hood Williams, Deceased	0.00090330	0.0285	0.000464%	address unknown at this time
Alan L. Corey	0.00089120	0.0281	0.000458%	address unknown at this time
Polly R. Rowley	0.00084680	0.0267	0.000435%	address unknown at this time
Alice P. Melly	0.00082790	0.0261	0.000425%	address unknown at this time
James C. Joyner	0.00079640	0.0251	0.000409%	address unknown at this time
Lena M. Boyce	0.00075270	0.0238	0.000388%	address unknown at this time
The Texarkana National Bank of Texarkana, Texas	0.00075260	0.0238	0.000388%	address unknown at this time
O.S. Moore, Katherine M. Unsworth and Henry Moore, III	0.00074740	0.0236	0.000384%	address unknown at this time
Texas Industries, Inc.	0.00066030	0.0208	0.000339%	address unknown at this time
Ormond Corporation	0.00066020	0.0208	0.000339%	address unknown at this time
Anita O'Neal Smith	0.00061150	0.0193	0.000314%	address unknown at this time
Vance Foster	0.00060940	0.0192	0.000313%	address unknown at this time
G.C. Easley	0.00056450	0.0178	0.000290%	address unknown at this time
Laurence F. Lees	0.00055010	0.0174	0.000283%	address unknown at this time
J.D. Thrasher	0.00055010	0.0174	0.000283%	address unknown at this time
J.B. and Oleta Cutbirth	0.00049380	0.0156	0.000254%	address unknown at this time
A.L. Corey, Jr.	0.00044560	0.0141	0.000230%	address unknown at this time
Annie H. Cabe	0.00041400	0.0131	0.000213%	address unknown at this time
R.L. Searcy, Jr.	0.00041360	0.0131	0.000213%	address unknown at this time
David O. D. Kennedy	0.00039780	0.0126	0.000205%	address unknown at this time
Mrs. Barteau Nations Gillespie	0.00037630	0.0119	0.000194%	address unknown at this time
Urban H. Wagner	0.00037630	0.0119	0.000194%	address unknown at this time
Russell O. Latimer	0.00037440	0.0118	0.000192%	address unknown at this time
Graridge Corporation	0.00036740	0.0116	0.000189%	address unknown at this time
Mary Wallace Avinger	0.00035750	0.0113	0.000184%	address unknown at this time
James Henderson O'Neal, Deceased	0.00032920	0.0104	0.000169%	address unknown at this time
John Franks	0.00030470	0.0096	0.000156%	address unknown at this time
Willa Mae Wallace Ambrose	0.00028230	0.0089	0.000145%	address unknown at this time
Bess Whitmarsh Andrews	0.00028230	0.0089	0.000145%	address unknown at this time
Mrs. Clyde Wallace Gruner	0.00028230	0.0089	0.000145%	address unknown at this time
Marguerite Whitmarsh Holman	0.00028230	0.0089	0.000145%	address unknown at this time
Mrs. Zelle Whitmarsh Letts	0.00026350	0.0083	0.000135%	address unknown at this time
J.K. Crossman	0.00026210	0.0083	0.000135%	address unknown at this time
J.B. Cutbirth	0.00025850	0.0082	0.000134%	address unknown at this time
Elsie Wallace	0.00022570	0.0071	0.000116%	address unknown at this time
John Buchanan Brown	0.00020910	0.0066	0.000108%	address unknown at this time
Robert Allen Brown	0.00020910	0.0066	0.000108%	address unknown at this time

**EXHIBIT "I"**

**TETRA TECHNOLOGIES, INC.  
AMENDED EVERGREEN BRINE UNIT APPLICATION**

**Resume of Efforts - Unleased Parties**

Thomas R. Brown, Jr.	0.00020910	0.0066	0.000108%	address unknown at this time
Kathryn M. Jones	0.00018370	0.0058	0.000094%	address unknown at this time
Pearl E. Jones	0.00018370	0.0058	0.000094%	address unknown at this time
Henry Moore, Jr., Deceased	0.00016930	0.0053	0.000086%	address unknown at this time
Horace C. Cabe	0.00016570	0.0052	0.000085%	address unknown at this time
Mildred Cabe Cook	0.00016560	0.0052	0.000085%	address unknown at this time
Charles Louis Cabe	0.00016550	0.0052	0.000085%	address unknown at this time
Harold H. Cabe	0.00016550	0.0052	0.000085%	address unknown at this time
John C. Cabe	0.00016550	0.0052	0.000085%	address unknown at this time
Madeline O. Bartell	0.00016510	0.0052	0.000085%	address unknown at this time
W.C. Boney	0.00016000	0.0051	0.000083%	address unknown at this time
Elizabeth Galloway	0.00015990	0.0050	0.000081%	address unknown at this time
Katherine M. Unsworth uwo Henry Moore, Jr., Deceased	0.00015060	0.0048	0.000078%	address unknown at this time
Joseph Frederick Shaw	0.00015060	0.0048	0.000078%	address unknown at this time
R. Hazel Moran, Deceased	0.00014310	0.0045	0.000073%	address unknown at this time
Robert Thorton Shaw, Deceased	0.00013170	0.0042	0.000068%	address unknown at this time
A.A. Welsh & Company	0.00011290	0.0036	0.000059%	address unknown at this time
Elloine Mosely Sinclair	0.00010020	0.0032	0.000052%	address unknown at this time
Beatrice M. Elias	0.00008740	0.0028	0.000046%	address unknown at this time
Mike E. Florence	0.00008740	0.0028	0.000046%	address unknown at this time
Frances G. Nossek	0.00008730	0.0028	0.000046%	address unknown at this time
C.B. Stockard and Hazel Stockard	0.00008710	0.0027	0.000044%	address unknown at this time
Annie Claire Atkinson	0.00007520	0.0024	0.000039%	address unknown at this time
Searcy H. Atkinson	0.00007520	0.0024	0.000039%	address unknown at this time
Joe B. Atkinson	0.00005650	0.0018	0.000029%	address unknown at this time
W.A. Stockard	0.00004550	0.0014	0.000023%	address unknown at this time
W.A. Stockard and Evelyn Stockard	0.00004360	0.0014	0.000023%	address unknown at this time
R.N. Vickers	0.00004010	0.0013	0.000021%	address unknown at this time
Corrine Burg	0.00003950	0.0012	0.000020%	address unknown at this time
Martha Smith	0.00003950	0.0012	0.000020%	address unknown at this time
Virginia Stevens	0.00003950	0.0012	0.000020%	address unknown at this time
Maude A. Dalrymple	0.00002142	0.0007	0.000011%	address unknown at this time
Iris L. Malone Gilliam	0.00002142	0.0007	0.000011%	address unknown at this time
D.B. Maddox	0.00002142	0.0007	0.000011%	address unknown at this time
L.E. Tennyson	0.00002000	0.0006	0.000010%	address unknown at this time
R.T. Ellzey	0.00001910	0.0006	0.000010%	address unknown at this time
Thomas A. Clark	0.00001260	0.0004	0.000007%	address unknown at this time
Elizabeth Clark Sharp	0.00001260	0.0004	0.000007%	address unknown at this time
Frank D. White	0.00001260	0.0004	0.000007%	address unknown at this time
William Clark	0.00001250	0.0004	0.000007%	address unknown at this time
O.B. Clark	0.00000640	0.0002	0.000003%	address unknown at this time
Willie Gorman Maddox	0.00000630	0.0002	0.000003%	address unknown at this time
Jorene Clark Cates	0.00000420	0.0001	0.000002%	address unknown at this time
Tillman J. Clark, Jr.	0.00000420	0.0001	0.000002%	address unknown at this time
William G. Clark	0.00000420	0.0001	0.000002%	address unknown at this time
Janie Bailey	0.00000252	0.0001	0.000002%	address unknown at this time
Lillie Jo Elrod	0.00000252	0.0001	0.000002%	address unknown at this time
<b>TOTAL:</b>	<b>1.00000000</b>	<b>31.5700</b>		

**EXHIBIT "J"**  
**TETRA TECHNOLOGIES, INC. EVERGREEN BRINE UNIT**  
**Brine Lease Form**

BRINE LEASE

THIS AGREEMENT, entered into effective as of \_\_\_\_\_, between \_\_\_\_\_, herein called Lessor (whether one or more), whose address is: \_\_\_\_\_ and Tetra Technologies, Inc., 24955 Interstate 45 North, The Woodlands, TX 77380 herein called Lessee,

WITNESSETH:

**Article 1.** Lessor, in consideration of Ten Dollars (\$10.00) cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, of the rental and of the royalty herein provided and of the agreements of Lessee herein contained, hereby grants, leases, and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, drilling for and producing brine (as defined in Article 11); conducting exploration, geologic and geophysical tests and surveys; producing and removing brine by drainage, extraction, forced subterranean movement, pumping or other means; injecting gas, water, brine and other fluids and air into subsurface strata; laying pipelines, establishing and utilizing facilities for the disposition of brine; building roads, bridges, tanks, telephone lines, powerlines, power stations and other structures thereon and on, over, and across land owned or claimed by Lessor adjacent or contiguous thereto necessary or desirable to Lessee in operations to produce, save, store, take care of, measure, treat, transport and own said brine; for all appliances or structures, equipment, easements, and privileges which may be necessary, useful, or convenient to or used in connection with any such operations conducted by Lessee thereon or on land pooled or unitized therewith or on any contiguous or adjacent land, the following described land in Columbia County, State of Arkansas; to-wit:

\_\_\_\_\_  
\_\_\_\_\_

Lessor hereby acknowledges receipt of all rentals as cited in Article 3 of this lease for the first through the fourth anniversary dates, making this lease a five year paid-up lease as to rentals for the first five years.

This lease also covers and includes all land owned by Lessor adjacent, or contiguous to the land particularly described above. For the purpose of calculating rental and royalty payments hereunder, said land is estimated to contain \_\_\_ acres, whether it contains more or less.

Whether or not any reduction in rental and/or royalty payments shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, title, and interests in the land and brine interest covered by this lease, including reversionary brine interests, hereafter acquired by or inuring to the Lessor and Lessor's successors and assigns. If any reduction in rentals or royalties shall have previously been made, such additional interest shall be considered in the computation of rentals or royalties starting with the rental or royalty payment date next ensuing more than forty-five (45) days after receipt by Lessee of written notice from Lessor of the acquisition and extent of such additional interest and the manner of such acquisition.

**Article 2.** This lease, subject to the right of Lessee to cancel and surrender it insofar as it covers all or any part of the above mentioned land as hereinafter provided, shall remain in full force and effect for a term of five years from the date hereinbefore first written and as long thereafter as any of the payments specified in Article 3 hereof continue to be made.

**Article 3.** As additional consideration for this lease, Lessee shall pay as rental to Lessor, on or before each anniversary date of this lease a sum to be ascertained by multiplying the number of acres set out in Article 1 above, as follows: (1) by One Dollar (\$1.00) for each of the first through the fourth anniversary dates hereof, (2) by Ten Dollars (\$10.00) for each of the fifth through the fourteenth anniversary dates hereof, and (3) by Twenty Five Dollars (\$25.00) for each of the remaining anniversary dates hereof, provided, however, that, if more than sixty days prior to any such anniversary date hereof Lessee has engaged in the production of brine for the purpose of extracting minerals therefrom or injection of brine from or into any well located on the land covered hereby or on acreage pooled therewith (or any part thereof) or within one-half mile of the land covered by this lease, which brine is not produced incidental to the production of oil, gas or distillate or in the testing of the capacity of a well to produce brine, then, instead of payments as rental, each Lessor shall be paid thereafter a sum either in lieu of royalty or as shut-in royalty, such sum, in case of payments in lieu of royalty, being ascertained by multiplying the number of acres set out above in Article 1 hereof by Thirty-Two Dollars (\$32.00) and such sum, in case of payments of shut- in royalty, being ascertained in accordance with the provisions of Article 5 hereof, and provided, further, that if Lessor owns less than the entire undivided interest in all or any portion of the land or mineral and royalty interest relating thereto (whether such interest is herein specified or not) then each payment to

be made under this Article 3 may be reduced to the proportion which the interest, if any, herein covered by this lease bears to the entire undivided interest therein.

It is further agreed, that Lessee's right to make any annual payment as above set out shall terminate at the later in time of (i) the end of twenty-five years from the date of this lease or (ii) at the end of any annual period of this lease during which Lessee shall not have been in actual production or injection of brine either from or into land covered hereby or acreage pooled therewith (or some part thereof) or production from or injection into a well situated within one-half mile of land covered by this lease; and such right by Lessee to make such annual payments will then continue only so long thereafter as such production or injection shall be continued or so long as shut-in royalty is paid pursuant to Article 5 hereof.

If the mineral or royalty interest of any person named as Lessor under the land covered by this lease has heretofore been reduced by the conveyance of a nonparticipating mineral interest or nonparticipating royalty interest by him, or by his predecessor in title, each payment to be made under the provisions of this Article 3 to that particular person named as Lessor may be reduced proportionately.

Each owner of such nonparticipating mineral interest, or nonparticipating royalty interest, executing this agreement, or a counterpart thereof, agrees to accept such payment in lieu of royalty on brine produced or removed from the land covered by this lease and in satisfaction of damages, if any, which he may sustain by drainage or removal of brine from the land covered by this lease.

In lieu of making any payment to Lessor under the provisions of this Article 3, Lessee may pay or tender for deposit to the credit of Lessor in Direct to lessor at address shown above the sum so payable, which shall, for all purposes of this lease, be considered to be a payment to Lessor. If at the time of such deposit any person hereinbefore named as Lessor is dead or is an incompetent, such deposit in the name of the deceased or the incompetent shall, for all purposes, be binding upon the heirs, devisees, executor or administrator of the deceased or upon such incompetent or the guardian of the person or of the estate of the incompetent. Should the bank named, or any depository subsequently named by Lessor, fail or liquidate, or if it should for any reason fail or refuse to accept the check or draft of Lessee tendered in payment of any sum payable under the provisions of this Article 3, the attempted payment in the manner hereinbefore provided shall not thereby be rendered ineffective, nor shall Lessee be in default for failure to pay the sum involved until thirty days after such Lessor shall have furnished to Lessee a recordable instrument naming a new depository. The failure to pay any such sum so due shall not give Lessor the right to cancel this lease as to any land covered by this lease, but shall only entitle the Lessor to recover from Lessee the sum so due.

Lessee, or any assignee or sublessee, may at any time, and from time to time, execute and file for record in said county, a release of this lease insofar as it affects all or any part or parts of the land covered by this lease, and thereby be relieved, as to the land with respect to which this lease has been released, of any and all obligations of this lease not then accrued. Without impairment of Lessee's right to release said land or any part thereof and be thereby relieved of any liability therefor, it is agreed that Lessee shall nevertheless be required to continue to make the annual payments in lieu of royalty or as shut-in royalty above set out for any and all acreage covered hereby and situated within one-half mile of any of Lessee's wells from which brine is being produced or into which brine is being injected so long as such production or injection by Lessee shall be continued. Upon the filing of any such release, each payment shall be reduced in the same proportion as Lessor's interest in the number of acres of land as to which this lease has been released bears to Lessor's interest in the total number of acres stated in the foregoing Article 1.

**Article 4.** Lessee shall have the right to use, free of cost, fresh water produced from the leased premises, excepting water produced from a well of Lessor, for any of the operations of Lessee on the leased premises.

**Article 5.** No royalty or payment, other than the payment provided in Article 3, shall be payable by Lessee to Lessor with respect to brine produced or removed from the leased premises or with respect to any product, products, or minerals extracted from such brine by Lessee, or with respect to brine produced from the leased premises, nor shall Lessee in any event be liable to Lessor for failure to protect the leased premises from drainage or removal of brine and its contents. The sums payable to Lessor under the provisions of the foregoing Article 3 are to be made by Lessee in lieu of any royalty with respect to brine produced or removed from the leased premises and any product or products extracted from the brine and in complete compensation for any drainage or removal of brine from the land hereinbefore mentioned. The parties hereto agree that the annual in lieu of royalty specified in Article 3 hereof shall be adjusted annually effective June 1, 1996, in the same manner as is provided by Act 1287 of the 1995 General Assembly of the State of Arkansas which amended Ark. Stat. Ann. § 15-76-315. Notwithstanding any other provision hereof relating to rental, royalty, or payments in lieu of royalty, if Lessee at any time or times suspends all production or injection of brine (including its component parts) from or into the land covered hereby or acreage pooled therewith (or any part thereof) or from or into wells located within one-half mile of the land covered hereby, for any period of twelve consecutive months prior to sixty days prior to any anniversary date of this lease, then, provided Lessee pays to Lessor (in the manner specified above in Article 3) on or before such anniversary date as shut-in royalty a sum to be ascertained by multiplying the number of acres set out in Article 1 hereof by Ten Dollars, this lease shall continue and remain in full force and effect without the obligation by Lessee to make



any other payment under the aforesaid Article 3 hereof, provided, however, that in no event may Lessee make such shut-in royalty payments continuously for a period in excess of three consecutive years.

**Article 6.** Lessee shall have the right to drill, complete, recomplete, deepen, and operate a well or wells for the production of brine from any horizon under the land covered by this lease, or for the injection of brine produced by Lessee from land covered by this lease or from any other land into any horizon which lies below the depth of 4,000 feet subsurface under the land covered by this lease.

**Article 7.** Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or unitize the land or interests therein covered by this lease or any portion thereof with other land, lease, leases or interests therein in the vicinity thereof when in Lessee's judgment it is necessary or advisable to do so in order to properly explore or develop or operate said leased premises or to comply with the orders, rules and regulations of any Regulatory Body of the State of Arkansas or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal, or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially three thousand two hundred (3,200) acres for each well for brine exploration, production or injection, plus a tolerance of ten percent (10%) thereof in each instance, unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Arkansas or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the appropriate Records of the County in which the land and/or mineral interest herein leased is situated a declaration describing the pooled acreage, and, upon such filing, the unit or units shall thereby become effective; except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith.

With regard to the payments in lieu of royalty as provided in Article 3 hereof, payments shall continue to be made upon an acreage basis and specifically not based upon the proportionate part of production from any pooled unit. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for separate stratum or strata of brine even though the areas thereof overlap; and the creation of a unit as to one strata or stratum shall not exhaust the right of Lessee (even as to the same

well) to create different or additional units for other strata or stratum of the same or other minerals. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty, and/or leasehold interests in land within the unit which are not pooled or unitized, or even though there may be a failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit. Any unit created by Lessee hereunder may also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order. Also, any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate Records of the County in which the land or interests therein are situated at any time prior to the commencement of drilling or after the completion of a dry hole or the cessation of production on said unit. It is specifically understood and agreed that Lessor does hereby grant to Lessee the right and authority to consent to or otherwise comply with any order, rule or regulation of any Regulatory Body of the State of Arkansas or of the United States having jurisdiction with regard to the creation of any pool, unit or district for the production and injection of brine which shall be binding upon Lessor without Lessor's further consent, provided only that Lessee shall never decrease the amount of the annual payments herein specified to be paid in lieu of brine royalty which would otherwise have been required to have been paid in the absence of such pool, unit or district.

**Article 8.** Lessee shall have the right to construct, erect, maintain, replace and use on the land mentioned in the foregoing Article 1 all storage tanks, separators, pipelines, buildings, pumps, shafts, hoists, machinery, boilers, engines, electric lines, telephone and telegraph lines, roads, bridges, and other equipment reasonably necessary for conducting, on the land covered by this lease, operations hereunder of any nature whatsoever. Lessee shall have the right to remove all equipment, materials, and supplies placed upon the leased premises at any time while this lease is in effect as to the land on which such material, equipment and supplies are located, or within a period of two years after this lease has terminated for any reason with respect to the land on which such materials, equipment and supplies is or are located. Lessor grants to Lessee the right to lay, maintain, repair and replace, from time to time, upon the land covered by this lease, a pipeline or pipelines for the purpose of transporting brine and associated gas onto and across the land covered by this lease.

When requested by Lessor in writing, Lessee shall bury any pipe below plow depth. Lessee agrees to pay all damages to timber and growing crops on the leased premises caused by its operations. Lessee further agrees to pay to surface owner annually \$50.00 for each surface acre hereof which Lessee has used during the previous year in such manner that surface owner was thereby prevented from having the normal use thereof;

provided, however, Lessee's failure to make payment of such surface rental shall not be cause for termination of Lessee's rights hereunder but shall entitle owner to recover from Lessee any such rental so due. Further, it is specifically agreed that if Lessee shall have constructed or placed roads, pipelines or powerlines upon land covered by this lease and Lessee has ceased to make any of the payments required to be made in Article 3 or Article 5 hereof, then Lessee may, nevertheless, execute a partial release of this lease as provided under the terms of Article 3 hereof which partial release shall retain to Lessee the right to continue to hold for such surface use purposes only the land then being so used for such road, pipeline or powerline purposes by continuing to make such above specified annual surface rental payments to Lessor which payments shall be continued only as long as said surface is so used by Lessee. Notwithstanding any other provision of this Article 8, Lessee shall not drill any well or construct any structure, other than a pipeline, within 200 feet of any dwelling house now upon land affected by this lease.

**Article 9.** If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by Lessee, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to Lessor thereafter accruing under any of the covenants or conditions of this lease. No change in the ownership of the land or mineral interests covered by this lease or in the ownership of any royalty, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of separate measuring tanks by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of land, or of any mineral interest, covered by this lease, or of the right to receive any payment to be made under the foregoing Article 3, or of any interest therein, by reason of death, or conveyance, or in any other manner, shall be binding on Lessee until ninety days after Lessee has been furnished written notice thereof, together with the original or certified copies of all documents and affidavits necessary to establish the change in ownership involved.

Lessor hereby warrants and agrees to defend the title to the land covered by this lease, but if the interest of Lessor covered by this lease is expressly stated to be less than the entire fee simple mineral estate, Lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any person claiming any interest in the land covered by this lease and exercise such rights as may be obtained thereby and Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof. Lessee, shall have the right at any time to pay for Lessor, taxes or any indebtedness secured by a mortgage or other lien on said land, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Any such payments made

by Lessee for Lessor may be deducted from any amounts of money which may become due Lessor under this lease.

**Article 10.** So long as each payment which Lessee is obligated to make in accordance with Article 3 or Article 5 hereof is made. Lessee shall not be obligated, whether or not there has previously been production from or injection into land covered hereby or on acreage pooled therewith (or any part thereof) or from or into any well located within one-half mile of the land covered hereby, either expressly or impliedly, to drill or operate on land covered by this lease any well for the production of brine or for the injection of brine into said land.

**Article 11.** The term "brine" as used in this lease shall mean subterranean salt water and all other chemical substances produced with or extracted therefrom, except brine produced incidentally to the production of oil or gas, unless such brine is saved or sold for the purpose of extracting the chemical substances therein.

**Article 12.** In the event the Lessor at any time considers that Lessee is not fulfilling its express or implied obligations (including the payment of royalties due hereunder), Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of said obligations; and Lessee shall have sixty (60) days after receipt of such notice in which to take such action as is then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that, after production of brine has been obtained from the land covered hereby or land pooled therewith (or any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract, except after final judicial ascertainment of such failure and after Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

**Article 13.** The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on or under the land. It is further agreed that, should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing brine therefrom by reason of scarcity or inability after effort made in good faith to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or by any other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenants shall

be suspended; and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing brine from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee; provided, however that if such suspension occurs, Lessee shall pay or tender the appropriate annual sum in payment of rental or in lieu of royalty as provided in Articles 3 or 5 thereof.

**Article 14.** Lessee shall also have the right to produce, remove, and appropriate such oil, gas and other minerals as may be necessarily produced incidentally with the production of salt water (brine); provided, however, that three-sixteenths (3/16ths) of the value of all such oil, gas, and other minerals produced, saved, and marketed by Lessee shall be paid as royalty thereon to those persons entitled thereto based upon the spacing pattern therefor as established by the Arkansas Oil and Gas Commission or alternatively upon the basis of the regular governmental quarter section upon which such well is located if no spacing pattern has otherwise been established.

**Article 15.** This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, successors and assigns. If any one or more of the persons named as Lessor does or do not execute this lease, it shall nevertheless be binding upon each of the persons executing it.

**Article 16.** And for the consideration aforesaid, each of the undersigned persons does hereby join in this instrument for all purposes and does hereby release and relinquish unto the Lessee herein all of his and/or her rights of cutesy and/or dower and homestead in and to the above described property to the extent necessary to effectuate the purposes of this instrument.

IN WITNESS WHEREOF, this instrument is executed as of the date hereinbefore first mentioned, which date shall be the basis for ascertaining the first and each succeeding anniversary date of the execution of this lease.

**ACKNOWLEDGEMENT**

**STATE OF**

**COUNTY OF**

BE IT REMEMBERED, that on this day came and appeared in person before me, the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and acting, \_\_\_\_\_, to me well known as the Lessor (whether one or more) whose name is subscribed to the foregoing instrument of writing, and stated that said Lessor had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS MY HAND AND SEAL AS SUCH Notary Public on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public, State of

**EXHIBIT "K"**  
**TETRA TECHNOLOGIES, INC. EVERGREEN BRINE UNIT**  
**Brine Unit Operating Agreement**

**Brine Unit Form Operating Agreement**

(Arkansas)

**Operating Agreement**

Dated

---

OPERATOR: TETRA Technologies Inc.

CONTRACT AREA: TETRA TECHNOLOGIES, INC. EVERGREEN BRINE UNIT COUNTIES OF:  
LAFAYETTE AND COLUMBIA, STATE OF ARKANSAS

1 **BRINE UNIT OPERATING AGREEMENT**

2  
3 THIS AGREEMENT, entered into by and between TETRA Technologies, Inc., hereafter  
4 designated end referred to as "Operator", and the signatory Party or Parties other than Operator,  
5 sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non- Operators".

6 **WITNESSETH:**

7 WHEREAS, the Parties to this agreement are owners of Brine Leases and/or Brine Interests in the land  
8 identified in Exhibit "A", and the Parties have reached an agreement to explore and develop these  
9 Leases and/or Brine Interests for the production of Brine to the extent and as hereinafter provided;

10 NOW, THEREFORE, it is agreed as follows:

11 **ARTICLE I - DEFINITIONS**

12 As used in this agreement, the following words and terms shall have the meanings here ascribed  
13 to them:

14 A. The term "AFE" shall mean Authority for Expenditure prepared by a Party for the purpose  
15 of estimating the costs to be incurred in conducting an operation hereunder.

16  
17 B. The term "Brine" shall mean salt water whether contained in or removed from an aquifer;  
18 the term is inclusive of all other substances, produced with such salt water.

19  
20 C. The term "Brine Interests" shall mean those unleased fee and mineral interests in Brine in  
21 tracts of land lying within the Contract Area which are owned by Parties to this agreement.

22  
23 D. The term "Brine Leases", "Lease" and "Leasehold" shall mean the brine leases or interests  
24 therein covering tracts of land lying within the Contract Area which are owned by the Parties to this  
25 agreement.

26  
27 E. The term "Brine Production Unit", "Unit" or "Drilling Unit" shall mean either 1) the area  
28 so designated by order of the Arkansas Oil and Gas Commission, if said Commission has so acted for the  
29 Unit to be covered by this agreement, or 2) the area established by the Parties, in either of which  
30 cases the Unit shall be for the production of Brine and the disposal or injection of Effluent, specifically,  
31 the Unit shall be limited to the geographic area and Zone(s) specified by said Commission or the Parties  
32 as set out in Exhibit "A". Such Zones need not necessarily be stratigraphically adjacent to one another.

33  
34 F. The term "Completion" or "Complete" shall mean a single operation intended to complete a  
35 well as a Production Well, Disposal Well or Injection Well in one or more zones, including but not  
36 limited to, the setting of production casing, perforating, well stimulation and production tasting  
37 conducted in such operation.  
38  
39  
40  
41  
42  
43



1 G. The term "Contract Area" shall include "Brine Production Unit", "Unit" or "Drilling Unit"  
2 as defined above and shall also include all of the lands, Brine Leases and/or Brine Interests intended to be  
3 developed and operated for Brine purposes under this agreement. Such lands, Brine Leases and Brine  
4 Interests are described in Exhibit "A".  
5

6  
7 H. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective  
8 Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone  
9 proposed in the associated AFE, whichever is the lesser.  
10

11 I. The term "Delivery Point" shall mean the point(s) at or about the Brine supply well site(s)  
12 where the Parties' Brine production is delivered to pipelines for transport, and title, custody and control of  
13 the Brine passes, subject to a Party's election to take its share of production in-kind at an In Kind  
14 Delivery Point, to the Brine purchaser.  
15

16 J. The term "Disposal Well" shall mean any well utilized for placing of Effluent. into an  
17 aquifer included in the Unit for disposal purposes.  
18

19 K. The term "Drilling Party" and "Consenting Party" shall mean a Party who agrees to join in and  
20 pay its share of the costs of any operation conducted under the provisions of this agreement. The term  
21 Non-Consenting Party" shall mean a Party who elects not to participate in a proposed operation.  
22

23 L. The term "Drillsite" shall mean the tract of land upon which a proposed well is to be  
24 located.  
25

26 M. The term "Effluent" shall mean Brine which either a) has been processed for removal of  
27 chemical substances (whether such substances are inorganic in nature, such as bromine, or organic, such  
28 as oil or gas) contained therein or b) is unsuitable for such processing.  
29

30 N. The term "In-Kind Delivery Point" shall mean the point(s) designated and identified as  
31 such by Operator or the Parties at which each Party may take in-kind or separately dispose of its share of  
32 Brine. It is contemplated that, for the purpose of minimizing economic waste and Brine balancing  
33 problems arising pursuant to particular wells having different chemical constituents entrained in the full  
34 Brine stream produced from such wells, there should be only one or a few In-Kind Delivery points, the  
35 location of which shall be mutually agreed among the Parties in good faith.  
36

37 O. The term "Injection Well" shall mean a well utilized for injecting, for disposal purposes,  
38 Effluent or other substances into an aquifer in a Zone included in the Unit which is in a common source  
39 of Brine supply with one or more Production Wells.  
40

41 P. The term "Initial Well" shall mean the well required to be drilled by the Parties as  
42 provided in Article VI.A. (Option No.1), or those wells previously drilled and itemized on Exhibit "H",  
43 as provided in Article VI.A. (Option No. 2), as the case may be.  
44

45 Q. The term "Operator" shall mean the Party hereinafter designated as Operator.

1 R. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned  
2 in order to attempt a Completion in a shallower Zone.

3  
4 S. The term "Production Well" shall mean a Brine well which is completed to produce Brine  
5 from a Zone included in the Unit.

6  
7 T. The term "Recompletion" or "Recomplete" shall mean an operation whereby a  
8 Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the  
9 existing wellbore.

10  
11 U. The term "Re-Delivery Point" shall mean the point(s) at which the Effluent is returned  
12 from the Brine purchaser to a Disposal or Injection Well; it shall also include the point(s), if any, at  
13 which Effluent supplied by outside parties is received into Unit facilities.

14  
15 V. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is  
16 Completed to secure, restore, or improve production in a Zone which is currently open to production in  
17 the wellbore. Such operations include, but are not limited to, well stimulation operations, but exclude any  
18 routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or  
19 Plugging Back of a well.

20  
21 W. The term "Sidetrack" shall mean the directional control and intentional deviation of a well  
22 from vertical so as to change the bottom hole location unless done merely to straighten the hole or to drill  
23 around junk in the hole or to overcome other mechanical difficulties.

24  
25 X. The terms "Tract Participation Factor", "Participation Factor" and "Tract Factor" shall mean  
26 the portion of total unit production allocated to any particular tract of the Unit pursuant to the manner of  
27 determining such portion as may be approved by the Arkansas Oil and Gas Commission. Such factor  
28 shall be expressed as a decimal fraction and shall be set out in Exhibit "A" hereto.

29  
30 Y. The term "Zone" shall mean a geologically identifiable stratum. A Zone may contain, or  
31 be thought to contain, a common accumulation of Brine separately producible from any other common  
32 accumulation of Brine, whether or not within the same geological formation; alternatively, a Zone may  
33 not be considered a source of Brine but may have the potential to serve for the disposal of Effluent.

34  
35 Unless the context otherwise clearly indicates, words in the singular include the plural, the word,  
36 "person" "Party" or "Parties" include natural and artificial persons, the plural includes the singular, and  
37 any gender includes the masculine, feminine and neuter.

38  
39 **ARTICLE II - EXHIBITS**

40 The following exhibits, as indicated and attached hereto, and as amended by the Parties from time  
41 to time (each amendment superseding all previous versions of any exhibit) are incorporated in and made  
42 a part hereof:

43 X A. Exhibit "A" shall include the following information:

44 X (1) Description of lands subject to this agreement;

1	X	Restrictions, if any, as to depths, formations, or substances, which shall serve to
2		identify Zones included within the Unit;
3	X	Identification of the method of calculation of Tract Participating Factors,
4		identification of unit tracts and the specification of the Tract Participating Factors
5		for each such tract;
6	X	Parties to agreement with addresses and telephone numbers for notice purposes;
7	X	Percentage of fractional interests of Parties to this agreement;
8	X	Brine Leases and/or Brine Interests subject to this agreement; and
9	X	Burdens on production.
10	X	Exhibit "B", Form of Lease
11	X	Exhibit "C", Accounting Procedure
12	X	Exhibit "D" Insurance
13	X	Exhibit "E", Brine Balancing Agreement
14	X	F. Exhibit "F", Non-Discrimination and Certification of Non-segregated Facilities
15	N/A	G. Exhibit "G", Tax Partnership.
16	N/A	H. Exhibit "H", List of Facilities In Existence Within the Contract Unit on the
17		Effective Date of this agreement. Exhibit "H" includes a schedule of the
18		depreciated book value of any tangible personal property which is subject to this
19		agreement and is located on the Contract Area on the Effective Date of this
20		agreement. Additionally, Exhibit "H" includes the schedule of the intangible
21		drilling costs, actually incurred, in the drilling and completing of those wells
22		within the Contract Area drilled within one year prior to the effective date of this
23		agreement. Said Exhibit "H" does not include pipelines running either from
24		Production Wells or to Disposal and/or Injection Wells which are part of the Unit
25		as such pipelines are not, and are not intended to be, subject to or part of the Unit.

If any provision of any exhibit is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

**ARTICLE III – INTERESTS OF PARTIES**

**A. Brine Interests:**

If any Party owns a Brine Interest in the Contract Area, the Brine Interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of Brine Lease attached hereto as Exhibit "B," (provided, however, that in accordance with Ark. Code Ann. §15-76-314(e) the "in lieu of royalty" provided for in such Exhibit "B" shall be replaced by a one-eighth (1/8) royalty, such royalty to be further subject to the "floor" provisions of Ark. Code Ann. §15-76-315(a)) and the owner thereof shall be deemed to own both a royalty interest in such lease and the interest of the lessee thereunder. As to such interest, the owner shall receive royalty or in-lieu of Brine royalty as prescribed in such lease. Such Party shall, however, be subject to all of the provisions, of this agreement relating to lessees to the extent that it owns the leasehold interest therein.

**B. Interests of Parties in Costs and Production:**

On or before the effective date of this agreement each Party, other than Operator and except as otherwise mutually agreed by Operator and a Party hereto, shall pay to Operator such Party's proportionate share of the depreciated book value of all production equipment and

1 other tangible personal property scheduled on Exhibit "H" attached hereto. Such schedule does not  
2 include any property used for the transportation of Brine or any processing plants. Additionally, each  
3 such Party other than the Operator shall pay to Operator such Party's proportionate share of the  
4 intangible costs actually incurred in the drilling and completing of each of the wells and/or the  
5 construction of other facilities listed on Exhibit "H" attached hereto, that were drilled or constructed  
6 within one year prior to the effective date of this agreement. All such property which is scheduled on  
7 Exhibit "H" and all equipment and materials subsequently acquired for the purposes hereof shall then be  
8 owned by the Parties in the proportion, set out on Exhibit "A".

9 Unless changed by other provisions of this agreement, all costs and liabilities incurred in  
10 operations under this agreement shall be borne and paid by the Parties as their interests are set forth in  
11 Exhibit "A." In the same manner, the Parties shall also own all production of Brine from the Contract  
12 Area subject, however, to the payment or royalties, in-lieu of Brine royalties and any other burdens on  
13 production as described hereafter, or as separately agreed among any of the Parties.

14 All property placed upon the Contract Area used in the transporting of Brine shall remain the  
15 exclusive property of the Parties placing such property thereon.

16 Each Party who contributes any Brine Lease on which royalties or in-lieu of Brine royalties or  
17 other burdens may be payable and except as otherwise expressly provided in this agreement, shall pay or  
18 deliver, or cause to be paid or delivered, all royalties or in-lieu of Brine royalties on all Brine production  
19 from the Contract area attributable to such lease and hold the other Parties free from any liability therefor.

20 Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of  
21 interests covered hereby, and in the event two or more Parties contribute to this agreement jointly owned  
22 Leases, the Parties' undivided interests in said Leaseholds shall be deemed separate leasehold interests for  
23 the purposes of this agreement.

#### 24 25 **C. Subsequently Created Interests:**

26 If any Party contributed hereto a Lease or Brine Interest that is burdened with an assignment of  
27 production given as security for the payment of money, or if, after the date of this agreement, any party  
28 creates an overriding royalty, production payment, net profit, interest, assignment of production or other  
29 burden payable out of production attributable to its working interest hereunder, such burden shall be  
30 deemed a "Subsequently Created Interest." Further, if any Party has contributed hereto a Brine Lease or  
31 Brine Interest burdened with an overriding royalty, production payment, net profits interest, or other  
32 burden payable out of production created prior to the date of this agreement, and such burden is not  
33 shown on Exhibit "A," such burden also shall be deemed a Subsequently Created Interest.

34 The Party whose interest is burdened with the Subsequently Created Interest (the "Burdened  
35 Party") shall assume and alone bear, pay and discharge the Subsequently Created Interest and shall  
36 indemnify, defend and hold harmless the other Parties from and against any liability therefor. Further, if  
37 the Burdened Party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of  
38 Article VI.D. (Defaults and Remedies) shall be enforceable against the Subsequently Created Interest in  
39 the same manner as they are enforceable against the working interest of the Burdened Party. If the  
40 Burdened Party is required under this agreement to assign or relinquish to any other Party, or Parties, all  
41 or a portion of its working interest and/or the production attributable thereto, said other Party, or Parties,  
42 shall receive said assignment and/or production free and clear of said Subsequently Created Interest, and

1 the Burdened Party shall indemnify, defend and hold harmless said other Party, or Parties, from any and  
2 all claims and demands for payment asserted by owners of the Subsequently Created Interest.

#### 3 4 **ARTICLE IV – TITLES**

##### 5 6 **A. Title Examination:**

7 Title examination shall be made on the Drillsite of any proposed well prior to commencement of  
8 drilling operations and, should there be claims or demands asserted as to title on other acreage within the  
9 Unit, title examination shall, unless the Parties otherwise agree, be made on such area(s). The title  
10 opinion(s) will include the ownership of the working interest, minerals, royalty, in-lieu of Brine royalty,  
11 overriding royalty and production payments under the applicable Leases. Each Party contributing Leases  
12 and/or Brine Interests to be included in the Drillsite or Contract Area, if appropriate, shall, upon request,  
13 furnish to Operator free of charge all abstracts (including federal lease status reports), title opinions, title  
14 papers and curative material in its possession.

15 All such information not in the possession of or made available to Operator by the Parties, but  
16 necessary for the examination of the title, shall be obtained by Operator. Operator shall cause title to be  
17 examined by attorneys on its staff or by outside attorneys. Costs incurred by Operator in procuring  
18 abstracts, fees paid outside attorneys for Drillsite title examination (including preliminary, supplemental,  
19 and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the  
20 Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all  
21 Drilling Parties as such interests appear in Exhibit "A". Costs incurred related to other title examinations  
22 shall be borne by the Party claiming interest to such lands.

23 Operator shall be responsible for the preparation and recording of pooling designations or  
24 declarations and communitization agreements as well as the conduct of hearings before governmental  
25 agencies for the securing of spacing or pooling orders or any other orders necessary or appropriate to the  
26 conduct of operations hereunder. This shall not prevent any Party from appearing on its own behalf at  
27 such hearings. Costs incurred by Operator, including fees paid to outside attorneys, which are associated  
28 with hearings before governmental agencies and which costs are necessary and proper for the activities  
29 contemplated under this agreement, shall be direct charges to the joint account and shall not be covered  
30 by the administrative overhead charges as provided in Exhibit "C." Operator shall make no charge for  
31 services rendered by its staff attorneys or other personnel in the performance of the above functions.

32 No well shall be drilled on the Contract Area until after (1) the title to the Drillsite tract has been  
33 examined as above provided, and (2) the title has been approved by the examining attorney or title has  
34 been accepted by all of the Drilling Parties in such well.

##### 35 36 **B. Loss or Failure of Title:**

37 1. Failure of Title: Should any Brine Interest or Brine Lease be lost through failure of title,  
38 which results in a reduction of interest from that shown on Exhibit "A", the Party credited with  
39 contributing the affected Lease or Brine Interest (including, if applicable, a successor in interest to such  
40 party) shall have ninety (90) days from final determination of title failure to acquire a new lease or other  
41 instrument curing the entirety of the title failure, and failing to do so, this agreement, nevertheless, shall  
42 continue in force as to all remaining Brine Leases and Brine Interests; and,

43 (a) The Party credited with contributing the Brine Lease or Brine Interest affected by the title  
44 failure (including, if applicable, a successor in interest to such Party) shall bear alone the entire loss and it

1 shall not be entitled to recover from Operator or the other Parties any development or operating costs  
2 which it may have previously paid or incurred, but there shall be no additional liability on its part to the  
3 other Parties by reason of such title failure;

4 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from  
5 the operation of the Brine Lease or Brine Interest which has failed, but the interests of the Parties set out  
6 in Exhibit "A" shall be revised as of the time it is determined finally that title failure has occurred, so that  
7 the interest of the Party whose Brine Lease or Brine Interest is affected by the title will thereafter be  
8 reduced in the Contract Area by the amount of the Brine Lease or Brine Interest which failed;

9 (c) If the proportionate interest of the other Parties in any producing well previously  
10 drilled on the Contract Area is increased by reason of the title failure, the Party who bore the costs  
11 incurred in connection with such well attributable to the Brine Lease or Brine Interest which has failed  
12 shall receive the proceeds attributable to the increase in such interest (less costs and burdens attributable  
13 thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well  
14 attributable to such failed Brine Lease or Brine Interest;

15 (d) Should any person not a Party to this agreement, who is determined to be the owner of any  
16 Brine Lease or Brine Interest which has failed, pay in any manner any part of the costs of operation,  
17 development, or equipment, such amount shall be paid to the Party or Parties who bore the costs which  
18 are so refunded;

19 (e) Any liability to account to a person not a Party to this agreement for prior production of  
20 Brine which arises by reason of title failure shall be borne severally by each Party (including a  
21 predecessor to a current Party) who received production for which such accounting is required based on  
22 the amount of such production received, and each such Party shall severally indemnify, defend and hold  
23 harmless all other Parties for any such liability to account; and

24 (f) No charge shall be made to the joint account for legal expenses, fees or salaries in  
25 connection with the defense of the Brine Lease or Brine Interest claimed to have failed, but if the Party  
26 contributing such Brine Lease or Brine Interest hereto elects to defend its title it shall bear all expenses in  
27 connection therewith.

28 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or  
29 oversight, any rental, shut-in well payment, in-lieu of Brine royalty or royalty payment, or other payment  
30 necessary to maintain all or a portion of a Brine Lease or Brine Interest is not paid or is erroneously paid,  
31 and as a result a Brine Lease or Brine Interest terminates, there shall be no monetary liability against the  
32 Party who failed to make such payment. Unless the Party who failed to make the required payment  
33 secures a new Brine Lease or Brine Interest covering the same interest within ninety (90) days from the  
34 discovery of the failure to make proper payment, the interests of the Parties reflected on Exhibit "A" shall  
35 be revised effective as of the date of termination of the Brine Lease or Brine Interest involved, and the  
36 Party who failed to make proper payment will no longer be credited with an interest in the Brine Lease or  
37 Brine Interest which has terminated. If the Party who failed to make the required payment shall not have  
38 been fully reimbursed, at the time of the loss, from the proceeds of the sale of Brine attributable to the  
39 lost Brine Lease or Brine Interest, for the development and operating costs previously paid on account of  
40 such Brine Lease or Brine Interest, it shall be reimbursed for unrecovered actual costs previously paid by  
41 it (but not for its share of the costs of any dry hole previously drilled or wells previously abandoned)  
42 from so much of the following as is necessary to effect reimbursement:

43 (a) Proceeds of Brine produced prior to termination of the Brine Lease or Brine Interest, less  
44 operating expenses and lease burdens chargeable hereunder to the Party who failed to make payment,

1 previously accrued to the credit of the lost Brine Lease or Brine Interest up to the amount of unrecovered  
2 costs;

3 (b) Proceeds of Brine, less operating expenses and lease burdens chargeable hereunder to the  
4 Party who failed to make payment, up to the amount of unrecovered costs attributable to that portion of  
5 Brine thereafter produced and marketed (excluding production from any wells thereafter drilled) which,  
6 in the absence of such Brine Lease or Brine Interest termination, would be attributable to the lost Brine  
7 Lease or Brine Interest which as a result of such Lease or Interest termination is credited to other Parties,  
8 the proceeds of said portion of the Brine to be contributed by the other Parties in proportion to their  
9 respective interests reflected on Exhibit "A"; and,

10 (c) Any monies, up to the amount of unrecovered costs, that may be paid by any Party who is,  
11 or becomes, the owner of the Brine Lease or Brine Interest lost, for the privilege of participating in the  
12 Contract Area or becoming a Party to this agreement.

13 3. Other Losses: All losses of Brine Leases or Brine Interests committed to this agreement,  
14 other than those set forth in Articles IV.B.1. and IV.B.2. above, and in Article VIII.A. and VIII.B. below,  
15 shall be joint losses and shall be borne by all Parties in proportion to their interests shown on Exhibit "A".  
16 This shall include but not be limited to the loss of any Brine Lease or Brine Interest through failure to  
17 develop or because express or implied covenants have not been performed (other than performance which  
18 requires only the payment of money). There shall be no readjustment of interests in the remaining portion  
19 of the Contract Area on account of any joint loss.

20 4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under  
21 Article IV.B.2. above, any Brine Lease or Brine Interest acquired by any Party hereto (other than the  
22 Party whose interest has failed or was lost) during the ninety (90) day period provided by Article IV.B.1.  
23 and Article IV.B.2. above covering all or a portion of the interest that has failed or was lost shall be  
24 offered at cost to the Party whose interest has failed or was lost.

## 25 **ARTICLE V – OPERATOR**

### 26 **A. Designation and Responsibilities of Operator:**

27  
28 TETRA Technologies, Inc. shall be the Operator of the Contract Area and shall conduct and direct and  
29 full control of all operations on the Contract Area as permitted and required by law and within the  
30 limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be  
31 an independent contractor not subject to the control or direction of the Non-Operators except as to the type  
32 of operation to be undertaken in accordance with the election procedures contained in this agreement.  
33 Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind  
34 them to any obligation or liability assumed or incurred by Operator as to any third party.  
35 Operator shall conduct its activities under this agreement as a reasonably prudent operator, in a good and  
28 workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in  
29 compliance with applicable law and regulation, but in no event shall it have any liability as Operator to  
30 the other Parties for losses sustained or liabilities incurred except such as may result from gross  
31 negligence or willful misconduct  
32

### 33 **B. Resignation or Removal of Operator and Selection of Successor:**

34 1. Resignation or Removal of Operator: Operator may resign at any time by giving written  
35 notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest  
36  
37

1 hereunder in the Contract Area or is no longer capable of serving as Operator, Operator shall be deemed  
2 to have resigned without any action by Non-Operators except the selection of a successor. Unless  
3 Operator shall have resigned as provided above, Operator may only be removed by Order of the Arkansas  
4 Oil and Gas Commission, and then only for good cause. For purposes hereof, "good cause" shall include  
5 the following: a) a knowing or intentional violation of the law, including but not limited to theft or  
6 conversion of property belonging to one of the Parties; b) the intentional commission of fraud related to  
7 the provisions of this agreement; or, c) conducting operations under this agreement with such technical  
8 incompetence, or when such operations are inconsistent with the provisions of this agreement to a degree  
9 that materially diminishes or compromises the rights and interests of any of the Parties.

10 Any Non-Operator may petition the Arkansas Oil and Gas Commission to find that good cause  
11 exists and thus that the Order of said Commission creating this Brine Production Unit should be amended  
12 to designate a successor operator. Operator shall be given notice of such petition and shall have an  
13 opportunity to appear in opposition thereto if Operator wishes to oppose its removal. The Arkansas Oil  
14 and Gas Commission may, to the degree practicable, extend to Operator a reasonable time to cure any  
15 default giving cause for Operator's removal. Should the Arkansas Oil and Gas Commission, or any  
16 successor agency thereto, decline to hear or determine the petition of any Non-Operator seeking a finding  
17 that good cause exists for the removal of the Operator, then such petition may be brought before the  
18 Circuit or Chancery Courts of Union County, Arkansas.

19 Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of  
20 the calendar month following the expiration of ninety (90) days after giving of notice of resignation by  
21 Operator or action by the Non- Operators to remove Operator unless a successor Operator has been  
22 selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation  
23 or removal, shall be bound by the terms hereof as a Non- Operator. A change of a corporate name or  
24 structure of Operator or transfer of Operator's interest to any subsidiary, parent, affiliate or successor  
25 corporation(s) shall not be the basis for removal of Operator.

26 2. Selection of Successor Operator: Upon the resignation or removal of Operator under any  
27 provision of this agreement, or otherwise, a successor Operator shall be selected by the Parties. The  
28 successor Operator shall be selected from the Parties owning an interest in the Contract Area at the  
29 time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote  
30 of Parties owning a majority interest based upon ownership as shown on Exhibit "A"; excluding the voting  
31 interest of the Operator that was removed or resigned. The former Operator shall promptly deliver to the  
32 successor Operator all records and data relating to the operations conducted by the former Operator to the  
33 extent such records and data are not already in the possession of the successor operator. Any cost of  
34 obtaining or copying the former Operator's records and data shall be charged to the joint account.

35 3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in  
36 receivership, it shall be deemed to have resigned without any action by Non-Operators except the  
37 selection of a successor. If a petition for relief under the federal bankruptcy laws is filed by or against  
38 Operator and the removal of Operator is prevented by the federal bankruptcy court, all Non-Operators  
39 and Operator shall comprise an interim operating committee to serve until Operator has elected to reject  
40 or assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by  
41 Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as  
42 Operator without any action by Non-Operators, except the selection of a successor. During the period of



1 time the operating committee controls operations, all actions shall require the approval of two (2) or more  
2 Parties owning a majority interest based on ownership as shown on Exhibit "A". In the event there are  
3 only two (2) Parties to this agreement, during the period of time the operating committee controls  
4 operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be  
5 selected as a member of the operating committee, and all actions shall require the approval of two (2)  
6 members of the operating committee without regard for their interest in the Contract Area based on  
7 Exhibit "A."  
8

9 **C. *Employees and Contractors:***

10 The number of employees and contractors used by Operator in conducting operations hereunder,  
11 their selection, and the hours of labor and the compensation for services performed shall be determined  
12 by Operator, and all such employees or contractors shall be the employees or contractors of Operator.

13 **D. *Rights and Duties of Operator:***

14 1. Competitive Rates and Use of Affiliates: All wells drilled on the Contract Area shall be  
15 drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator  
16 may employ its own tools and equipment in the drilling of wells but its charges therefor shall not exceed  
17 the prevailing rates in the area and the rate of such charges shall be agreed upon by the Parties in writing  
18 before drilling operations are commenced, and such work shall be performed by Operator under the same  
19 terms and conditions as are customary and usual in the area in contracts of independent contractors who  
20 are doing work of a similar nature. All work performed or materials supplied by affiliates or related  
21 parties of Operator shall be performed or supplied at competitive rates, pursuant to written agreement,  
22 and in accordance with customs and standards prevailing in the industry.

23 2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided,  
24 Operator shall promptly pay and discharge expenses incurred in the development and operation of the  
25 Contract Area pursuant to this agreement and shall charge each of the Parties with their respective  
26 proportionate shares upon the expense basis provided in Exhibit "C". Operator shall keep an accurate  
27 record of the joint account hereunder, showing expenses incurred and charges and credits made and  
28 received.  
29  
30

31 3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become  
32 due and payable, all accounts of contractors and suppliers and wages and salaries for services rendered or  
33 performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the  
34 joint account thereof, and shall keep the Contract Area free from liens and encumbrances resulting  
35 therefrom except for those resulting from a bona fide dispute as to service rendered or materials supplied.

36 4. Custody of Funds: Operator shall hold for the account of the Non- Operators any funds of  
37 the Non-Operators advanced or paid to the Operator, either for the conduct of operations hereunder or as  
38 a result of the sale of production from the Contract Area, and such funds shall remain the funds of the  
39 Non-Operators on whose account they are advanced or paid until used for their intended purpose or  
40 otherwise delivered to the Non-Operators or applied toward the payment of debts as provided for  
41 elsewhere herein. Nothing in this paragraph shall be construed to establish a fiduciary relationship  
42 between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as  
43 herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of  
44 separate accounts for the funds of Non-Operators unless the Parties otherwise specifically agree.

45 5. Access to Contract Area: Non-Operators recognize that the Contract Area may also  
46 contain facilities, operations, equipment and techniques which are confidential and proprietary and are

1 not part of the Unit. As a consequence, Non-Operators each agree that they are not individually entitled  
2 to physical access to the Contract Area. However, Non-Operators may select from among themselves  
3 representatives, not to exceed five (5) in number, to serve as a Non- Operators' Committee, which  
4 Committee (or its designated representatives, likewise not to exceed five (5) in number except as  
5 approved by Operator) shall have access to the Contract Area at all reasonable times, at the sole cost and  
6 risk of Non-Operators, to inspect or observe operations, and shall have access at reasonable times to  
7 information pertaining to the development or operation of the Unit (but not any plant or processing  
8 facility located within the confines of the Unit), including Operator's books and records relating thereto.  
9 Provided, Parties which may be direct competitors of Operator in the processing of brine shall not be  
10 eligible to serve on the Non-Operators' Committee.

11 6. Filing and Furnishing Governmental Reports: Operator will file all operational notices,  
12 reports or applications required to be filed by local, State, Federal or Indian agencies or authorities having  
13 jurisdiction over operations hereunder. Upon written request Operator shall promptly furnish copies of  
14 any such notices, reports or applications to each requesting Non- Operator not in default of its payment  
15 obligations. Each Non-Operator shall provide to Operator on a timely basis all information necessary to  
16 Operator to make such filings.

17 7. Drilling and Testing Operations: The following provisions shall apply to each well drilled  
18 hereunder including but not limited to the Initial Well:

19 (a) Operator will promptly advise Non-Operators of the date on which the well is spudded or  
20 the date on which drilling operations are commenced.

21 (b) Operator will send to Non-Operators daily drilling reports, completion reports and well  
22 logs.

23 (c) Operator shall adequately test all Zones encountered which may reasonably be expected to  
24 be capable of producing Brine in paying quantities as a result of examination of the electric log or any  
25 other logs or cores or tests conducted hereunder.

26 8. Cost Estimates: Upon request of any Party, Operator shall furnish estimates of current and  
27 cumulative costs incurred for the joint account, at reasonable intervals, during the conduct of any  
28 operation pursuant to this agreement. Operator shall not be held liable for errors in such estimates so long  
29 as the estimates are made in good faith.

30 9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with  
31 the workers compensation law of the state where the operations are being conducted; provided, however,  
32 that Operator may be a self- insurer for liability under said compensation laws, in which event the only  
33 charge that shall be made to the joint account shall be as provided in Exhibit "C". Operator shall also  
34 carry or provide insurance for the benefit of the joint account of the Parties as outlined in Exhibit "D"  
35 attached hereto and made a part hereof. Operator shall require all contractors engaged in work on or for  
36 the Contract Area to comply with the workers compensation law of the state where the operations are  
37 being conducted and to maintain such other insurance as Operator may require.

38 In the event automobile liability insurance is specified in said Exhibit "D" or subsequently  
39 receives the approval of the Parties, no direct charge shall be made by Operator for premiums paid for  
40 such insurance for Operator's automotive equipment.

41



1 Parties shall keep the leasehold estates involved in such operations free and clear of all liens and  
2 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such  
3 an operation is for the drilling of a well intended for use either as a Production Well or as a Disposal or  
4 Injection Well and results in a dry hole, i.e., the well is not reasonably usable for either of such purposes,  
5 the Consenting Parties shall plug and abandon the well and restore the surface location at their sole cost,  
6 risk and expense. If such an operation is for the Recompletion or Reworking of an existing well in a Zone  
7 for use either for production or disposal/injection and the result of the operation is such that the Zone is  
8 not reasonably usable for either purpose, then the Consenting Parties shall leave the well in such  
9 condition as a reasonable and prudent Operator would in case there is any possible further use for the  
10 well. If any well drilled, Reworked, Deepened or Plugged Back under the provisions hereof results in either  
11 a producer of Brine in paying quantities or an economically practical injection or disposal completion of  
12 benefit to the Unit, the Consenting Parties shall at their sole cost and risk complete and equip the well  
13 appropriately for use as a Production or Injection/Disposal Well and the well shall then be turned over to  
14 Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon  
15 commencement of operations therefor by Consenting Parties in accordance with the provisions hereof,  
16 each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the  
17 Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of  
18 such Non-Consenting Parties' interests therein (but not in the rest of the Unit) until the Consenting  
19 Parties shall have recovered or accrued out of the Non-Consenting Parties' interests the amounts provided  
20 below:

21 (a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired  
22 surface equipment beyond the wellhead connections, including, but not limited to, stock tanks, pumping  
23 equipment, and piping plus 100% of each such Non-Consenting Party's share of the cost of operating the  
24 non-consented project commencing with first production from or use of such new Completion and  
25 continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other  
26 provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and  
27 equipment will be that interest which would have been chargeable to such Non-Consenting Party had it  
28 participated in the non-consented operation from the beginning of the operation; and

29 (b) 200 % of that portion of the costs of conducting the non-consented operation and 200 %  
30 of that portion of the cost of newly acquired equipment in the well (to and including the wellhead  
31 connections) which would have been chargeable to such Non-Consenting Party if it had  
32 participated therein.

33 (c) For the purposes of determining the sums to be recovered or accrued under (a) and (b)  
34 above, Operator shall apply the price of Brine on a per barrel basis, as such price is determined from time  
35 to time by the Arkansas Oil & Gas Commission or any other statutory or regulatory authority having  
36 jurisdiction, to the volumes of Brine attributable to the net revenue working interest (for production) or  
37 working interest (for disposal/injection) share of the Non-Consenting Party's interest either produced  
38 from or disposed/injected into the Unit using the completion which resulted from the operation non-  
39 consented.

40 An election not to participate in the drilling or the Deepening of a well shall be deemed an election  
41 not to participate in any Reworking or Plugging Back operation proposed in such a well, or a portion  
42 thereof, to which the initial Non-Consent election applied that is conducted at any time prior to full  
43 recovery by the Consenting Parties of the Non-Consenting Party's recoupment account. Any such  
44 Reworking or Plugging Back operation conducted during the recoupment period shall be deemed part of  
45 the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting  
46 Parties one hundred percent (100%) of that portion of the costs of the reworking or plugging back  
47 operation which would have been chargeable to such Non-Consenting Party had it participated therein. If

1 such a Reworking or Plugging Back operation is proposed during such recoupment period, the provisions  
2 of this article shall be applicable as between said Consenting Parties in said well. During the period of time  
3 Consenting Parties are entitled to receive Non- Consenting Party's share of production, or the proceeds  
4 therefrom, Consenting Parties shall be responsible for the payment of all production, severance, excise,  
5 gathering and other taxes, if applicable, and shall pay, or cause to be paid, all royalty, overriding royalty  
6 and other burdens applicable to Non-Consenting Party's share of production.  
7 In the case of any Reworking, Plugging Back or Deeper drilling operation, the Consenting Parties  
8 shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the  
9 ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such  
10 Reworking, Plugging Back or Deeper drilling, the Consenting Parties shall account for all such equipment  
11 to the owners thereof, with each Party receiving its proportionate part in kind or in value, less cost of  
12 salvage.  
13 Within sixty (60) days after the completion of any operation under this article, the Party  
14 conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an  
15 inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling,  
16 Deepening, Plugging Back, testing, Completing, and equipping the well for production; or, at its option,  
17 the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed  
18 statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being  
19 reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall  
20 furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the  
21 operation of the Unit, together with a statement of the quantity of Brine produced from it and the amount  
22 of proceeds realized from the sale of the Unit's working interest production during the preceding month.  
23 In determining the quantity of Brine produced during any month, Consenting Parties shall use industry  
24 accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from  
25 the sale or other disposition of equipment newly acquired in connection with any such operation which  
26 would have been owned by a Non-Consenting Party had it participated therein shall be credited against  
27 the total unreturned costs of the work done and of the equipment purchased in determining when the  
28 interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance,  
29 it shall be paid to such Non-Consenting Party.  
30 If and when the Consenting Parties recover from or accrue to a Non- Consenting Party's  
31 relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting  
32 Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall  
33 own the same interest in such Unit, including the well operations for which initiated the Non-Consent and  
34 equipment in or pertaining thereto, as such Non-Consenting Party would have been entitled to had it  
35 participated in the drilling, Reworking, Deepening or Plugging Back of said well. Thereafter, such Non-  
36 Consenting party shall be charged with and shall pay its proportionate part of the further costs of the  
37 operation of said well in accordance with the terms of this agreement and the Accounting Procedure  
38 attached hereto.  
39

1           **C.     Advances:**

2           Operator, at its election, shall have the right from time to time to demand and receive from one or  
3 more of the other Parties payment in advance of their respective shares of the estimated amount of the  
4 actual cash outlays to be incurred in operations hereunder during the next succeeding month, which right  
4 may be exercised only by submission to each such Party of an itemized statement of such estimated cash  
5 outlays together with an invoice for its share thereof. Each such statement and invoice for the payment in  
6 advance of estimated cash outlays shall be submitted on or before the 20th day of the next preceding  
7 month. Each Party shall pay to Operator its proportionate share of such estimate within fifteen (15) days  
8 after such estimate and invoice is received. If any Party fails to pay its share of said estimate within said  
9 time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be  
10 made monthly between advances and actual expense to the end that each Party shall bear and pay its  
11 proportionate share of actual expenses incurred, and no more.

12  
13           **D.     Defaults and Remedies—Defaulting Parties Deemed Non-Consent:**

14           (a)     Default (General):

15           (i) If Operator owns a twenty-five percent (25%) or greater interest in the Contract  
16 Area, and if any Non-Operator with less than a 25% interest in the Contract Area fails to pay its share of  
17 costs, including, without limitation, costs arising under Article III.C. (Subsequently Created Interest),  
18 within sixty (60) days after rendition of a statement therefor by Operator, Operator may, if it so elects,  
19 carry such expense and, if it so elects, shall, at its option, have the sole benefit of acquiring such  
20 defaulting interest under the other provisions hereof.  
21 Otherwise, if any such Party fails to pay its share of such costs within sixty (60) days after rendition of a  
22 statement therefor by Operator, the non-defaulting Parties, including Operator, shall, upon request by  
23 Operator, pay the unpaid amount in the proportion that the interest of each such Party bears to the interest  
24 of all such Parties and, if it or they so elect, shall have the benefit, proportionately, of acquiring such  
25 defaulting interest under the other provisions hereof.

26           (ii) If at the end of such sixty (60) day period the defaulting Party has not settled its  
27 accounts with Operator, the Non-Defaulting Parties may avail themselves of the benefits provided them  
28 under (b) and/or (c) below, as provided, generally, in Ark. Code Ann. §15-76-314(c).

29           (b)     Temporary Relinquishment: Any non-defaulting Party, specifically including the  
30 Operator, if it is not in default, may deliver a written "Notice of Default and Temporary Relinquishment"  
31 to the Defaulting Party, in which event the Defaulting Party shall be deemed to have surrendered,  
32 effective from the date at which the Default occurred, all of the Defaulting Party's working interest in the  
33 Contract Area, including any wells and other facilities subject hereto which are located thereon; provided  
34 that no transfer of mineral interest, royalty interest or in-lieu of royalty interest shall be deemed to have  
35 been effected thereby. At any time after such a Temporary Relinquishment is effective, the defaulting  
36 Party may recover its relinquished interests by paying its unpaid share of costs from the date at which the  
37 default occurred plus interest at the rate set forth in Exhibit "C" plus a penalty equal to 100% of both such  
38 sums.

39           (c)     Permanent Relinquishment Any non-defaulting Party, specifically including the Operator, if  
40 it is not in default, may deliver a written "Notice of Default and Permanent Relinquishment" to the  
41 defaulting Party, in which event the defaulting Party shall be deemed to have surrendered, effective  
42 from the date at which the default occurred, all of the defaulting Party's working interest in the Contract  
43 Area, including any wells and other facilities subject hereto which are located thereon; provided that no  
44 transfer of mineral interest, royalty interest or in-lieu of royalty interest shall be deemed to have been  
45 effected thereby; and, further, provided that the Notice of Default and Permanent Relinquishment is

1 accompanied by consideration being equal to the defaulting Party's working interest share of the then-  
2 current book value of all the facilities in the Unit less ten percent (10%) thereof as penalty.

3 (d) Subject to the provisions of (a) above, any interest relinquished pursuant to this Article VI.D.  
4 shall be offered to all non-defaulting Parties in proportion to their interests, and the non-defaulting  
5 Parties electing to participate in the ownership of such interest shall be required to contribute their shares  
6 of the appropriate sums upon their election to participate therein.

7  
8 ***E. Liability of Parties:***

9 The liability of the Parties shall be several, not joint or collective. Each Party shall be responsible only  
10 for its obligations and shall be liable only for its proportionate share of the costs of developing and  
11 operating the Contract Area. Accordingly, any liens or rights granted among the Parties in this  
12 agreement are given to secure only the debts of each severally, and no Party shall have any liability to  
13 third parties hereunder to satisfy the default of any other Party in the payment of any expense or  
14 obligation hereunder. It is not the intention of the Parties to create, nor shall this agreement be construed  
15 as creating, a mining or other partnership, joint venture, agency relationship or association, or to render  
16 the Parties liable as partners, co-venturers, or principals. In their relations with each other under this  
17 agreement, the Parties shall not be considered fiduciaries or to have established a confidential  
18 relationship but rather shall be free to act on an arms-length basis in accordance with their own respective  
19 self-interest, subject, however, to the obligation of the Parties to act in good faith in their dealings with  
20 each other with respect to activities hereunder.

21  
22 ***F. Taxes:***

23 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad  
24 valorem taxation all property subject to this agreement which by law should be rendered for such taxes,  
25 and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date,  
26 each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to,  
27 royalties, overriding royalties and production payments) on Brine Leases and Brine Interests contributed  
28 by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to  
29 outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem  
30 taxes resulting therefrom shall inure to the benefit of the owner or owners of such Brine Lease, and  
31 Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If  
32 the ad valorem taxes are based in whole or in part upon separate valuations of each party's working  
33 interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made  
34 and paid by the Parties in accordance with the tax value generated by each working interest.  
35 Operator shall bill the other Parties for their proportionate shares of all tax payments in the manner  
36 provided in Exhibit "C".

37 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within  
38 the time and manner prescribed by law, and prosecute the protest to a final determination, unless all  
39 Parties agree to abandon the protest prior to final determination. During the pendency of administrative or  
40 judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty.  
41 When any such protested assessment shall have been finally determined, Operator shall pay the tax for  
42 the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed  
43 against the Parties, and be paid by them, as provided in Exhibit "C".

1 Each Party shall pay or cause to be paid all production, severance, excise, gathering and other  
2 taxes imposed upon or with respect to the production or handling of such Party's share of Brine produced  
3 under the terms of this agreement.

4  
5 **ARTICLE VII - TAKING OF PRODUCTION**  
6

7 Each Party shall have the option from time to time to elect to take in-kind or separately dispose of  
8 its proportionate share of all Brine produced from the Contract Area. Such election shall be made not  
9 more frequently than once per year. Production shall be taken at one or more In-Kind Delivery Points, the  
10 location of which shall be mutually agreed upon among the Parties in good faith, with the preference of  
11 the Party taking in-kind accommodated if practical.

12 In the event one or more Parties' separate disposition of its share of the Brine from a particular In-  
13 Kind Delivery Point causes split-stream deliveries which on a day-to-day basis for any reason are not  
14 exactly equal to a Party's respective proportionate share of the total Brine allocated to it at such In-Kind  
15 Delivery Point, Operator shall maintain balancing statements for each such In- Kind Delivery Point and  
16 shall promptly cause adjustments to be made in the volumes of Brine delivered at such In-Kind Delivery  
17 Point so as to minimize imbalances at each such point. In addition to volume, such balancing statements  
18 shall also reflect adjustments necessary to balance on the basis of bromide ion content and, if appropriate;  
19 other extractable substances.

20 If Operator, or an affiliate company of Operator, separately owns pipelines or processing plants  
21 through which Brine or Effluent attributable to the Unit is being carried or processed, and if a Party  
22 wishing to take in kind determines that the most reasonably efficient and economical In-Kind Delivery  
23 Point or Re- Delivery Point is on such a pipeline, or at such plant, then Operator or its affiliate shall not  
24 charge the Party taking in-kind a gathering or transportation fee from the Delivery Point to the In-Kind  
25 Delivery Point or unreasonably object to the designation of such point(s).

26 Any extra expenditure incurred in the taking in kind or separate disposition by any Party of its  
27 proportionate share of Brine, including the return of Effluent to agreed upon location on pipeline(s)  
28 leading to Re-Delivery Point(s), shall be borne by such Party. Moreover, each Party returning Effluent to  
29 any Re-Delivery Point warrants that such Effluent shall meet reasonable quality standards, determined in  
30 good faith by Operator as to such qualities as freedom from suspended solids; pH; free oxidizers; dilution  
31 and extraneous materials not originally contained in the Brine that was produced.

32 Each Party shall execute such division orders and contracts as may be necessary for the sale of its  
33 interest in production from the Contract Area and shall be entitled to receive payment directly from the  
34 purchaser thereof for its share of all production.

35 In the event any Party electing to take in-kind shall fail to make arrangements necessary to take in  
36 kind or separately dispose of its proportionate share of the Brine produced from the Contract Area,  
37 Operator shall have the right, subject to the revocation at will by the Party owning it, but not the  
38 obligation, to purchase such Brine or sell it to others at any time and from time to time for the account of  
39 the non-taking Party at the best price obtainable in the area for such production. Any such purchase or  
40 sale by Operator shall be subject always to the right of the owner of the production to exercise at any  
41 time its right under and subject to this Article VII to take in kind or separately dispose its share of all Brine  
42 not previously delivered to  
43 purchaser. Any purchase or sale by Operator of any other Party's share of Brine shall be only for such  
44 reasonable periods of time as are consistent with the minimum needs of the industry under the particular  
45 circumstances, but in no event for a period in excess of one (1) year. Any such purchase or sale by  
Operator shall, at a minimum, be at the market price for Brine, as determined from time to time by the



1 Arkansas Oil and Gas Commission, except that any Party who participates with its own Brine Interests  
2 shall, as to the royalty or in-lieu of royalty share of such production only, be entitled to receive payment  
3 therefor at the value established under Ark. Code Ann. §15-76-315(a) or any successor provision.

4 In the event any Party does not elect to take its share of unit production in-kind for a particular  
5 period, Operator shall purchase such Brine or sell it to others for the account of the non-taking Party at an  
6 agreed price, or if there is no such agreement, at the best price obtainable in the area for such production.  
7 Any such purchase or sale by Operator shall, at a minimum, be at the market price for Brine, as  
8 determined from time to time by the Arkansas Oil and Gas Commission, except that any Party who  
9 participates with its own Brine Interests shall, as to the royalty or in-lieu of royalty share of such  
10 production only, be entitled to receive payment therefor at the value established under Ark. Code Ann.  
11 §15-76-315(a) or any successor provision.  
12  
13

#### 14 ARTICLE VIII – ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

##### 15 A. *Surrender of Leases:*

16 The Brine Leases covered by this agreement, insofar as they embrace acreage in the Contract  
17 Area, shall not be surrendered in whole or in part unless all Parties consent thereto.

18 However, should any Party desire to surrender its interest in any Leases or in any portion thereof,  
19 such Party shall give written notice of the proposed surrender to all Parties, and the Parties to whom such  
20 notice is delivered shall have thirty (30) days after delivery of the notice within which to notify the Party  
21 proposing the surrender whether they elect to consent thereto. Failure of a Party to whom such notice is  
22 delivered to reply within said 30-day period shall constitute a consent to the surrender of the Brine-  
23 Leases described in the notice. If all Parties do not agree or consent thereto, the Party desiring to  
24 surrender shall assign, without express or implied warranty of title, all of its interest in such Brine Lease,  
25 or portion thereof, and any well, material and equipment which may be located thereon and any rights in  
26 production thereafter secured, to the Parties not consenting to such surrender. If the interest of the  
27 assigning Party is or includes a Brine Interest, the assigning Party shall execute and deliver to the Party or  
28 Parties not consenting to such surrender a Brine Lease covering such Brine Interest in the form attached  
29 hereto as Exhibit "B" but, in accord with Ark. Code Ann. §15-76-314(e), the "in lieu of royalty" provided  
30 for in such Exhibit "B" shall be replaced by a one-eighth (1/8) royalty, such royalty to be further subject  
31 to the "floor" provisions of Ark. Code Ann. §15-76-315(a). Upon such assignment or lease, the  
32 assigning Party shall be relieved from all obligations thereafter accruing, but not theretofore accrued,  
33 with respect to the interest assigned or leased and the operation of any well attributable thereto, and the  
34 assigning Party shall have no further interest in the assigned or leased premises and its equipment and  
35 production other than the royalties retained in any lease made under the terms of this Article. The Party  
36 assignee or lessee shall pay to the Party assignor or lessor the reasonable salvage value of the latter's  
37 interest in the Unit's salvable materials and equipment attributable to the assigned or leased acreage. The  
38 value of all salvable materials and equipment shall be determined in accordance with the provisions of  
39 Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning and  
40 restoring the surface. If such value is less than such costs, then the Party assignor or lessor shall pay to  
41 the Party assignee or lessee the amount of such deficit. If the assignment or lease is in favor of more than  
42 one Party, the interest shall be shared by such Parties in the proportions that the interest of each bears to  
43 the total interest of all such Parties.  
44

1 Any assignment, lease or surrender made under this provision shall not reduce or change the  
2 assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or  
3 surrender in the balance of the Contract Area; however, after such assignment, lease or surrender,  
4 Operator shall revise Exhibit "A" accordingly.  
5

6 **B. *Renewal or Extension of Leases:***

7 Should the term of any Brine Lease or Brine Interest subject to this agreement expire or terminate,  
8 the Party contributing such interest shall secure the renewal or extension thereof; in which case the  
9 ownership interest shown on Exhibit "A" shall remain as therein set forth. If any Party fails to secure a  
10 renewal or replacement of a Brine Lease or Brine Interest subject to this agreement, then the ownership  
11 interests shown on Exhibit "A" shall be readjusted  
accordingly.

13 **C. *Assignment; Maintenance of Uniform Interest:***

14 For the purpose of maintaining uniformity of ownership in the Contract Area in the Brine Leases,  
15 Brine Interests, wells, production equipment and production covered by this agreement, no Party shall sell,  
16 encumber, transfer or make other disposition of its interest in the Brine Leases and Brine Interests  
17 embraced within the Contract Area or in wells, production equipment and production unless such  
18 disposition covers either:

19 1. the entire interest of the Party in all Brine Leases, Brine Interests, wells, production equipment and  
production; or

20 2. an equal undivided interest in all Brine Leases, Brine Interests, wells, production equipment  
21 and production in the Contract Area.

22 Every sale, encumbrance, transfer or other disposition made by any Party shall be made expressly  
23 subject to this agreement and shall be made without prejudice to the right of the other Parties, and any  
24 transferee of an ownership interest in any Brine Lease or Brine Interest shall be deemed a Party to this  
25 agreement as to the interest conveyed from and after the effective date of the transfer of ownership;  
26 provided, however, that the other Parties shall not be required to recognize any such sale, encumbrance,  
27 transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a  
28 copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or  
29 transferee. No assignment or other disposition of interest by a Party shall relieve such party of obligations  
30 previously incurred by such Party hereunder with respect to the interest transferred, including without  
31 limitation the obligation of a Party to pay all costs attributable to an operation conducted hereunder in  
32 which such Party was obligated to participate prior to making such assignment, and any lien and security  
33 interest granted by this agreement shall continue to burden the interest transferred to secure payment of  
34 any such obligations.  
35

36  
37 **D. *Waiver of Rights to Partition:***

38 If permitted by the laws of the state or states in which the property covered hereby is located, each  
39 Party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to  
partition and have set aside to it in severalty its undivided interest therein.  
40  
41

**ARTICLE IX - INTERNAL REVENUE CODE ELECTION**

1           If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a  
2 partnership, and if the Parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G"  
3 or other agreement between them, each Party hereby affected elects to be excluded from the application  
4 of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1986,  
5 as amended ("Code"), as permitted and authorized by Section 761 of the Code and the regulations  
6 promulgated thereunder. Operator is authorized and directed to execute on behalf of each Party hereby  
7 affected such evidence of this as may be required by the Secretary of the Treasury of the United States or  
8 the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the  
9 returns, statements, and the data required Treasury Regulations 1.761. Should there be any requirement  
10 that each Party hereby affected give further evidence of this election, each such Party shall execute such  
11 documents and furnish such other evidence as may be required by the Federal Internal Revenue Service  
12 or as may be necessary to evidence this election. No such Party shall give any notices or take any other  
13 action inconsistent with the election made hereby. If any present or future income tax laws of the state or  
14 states in which the Contract Area is located or any future income tax laws of the United States contain  
15 provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Code, under which an  
16 election similar to that provided by Section 761 of the Code is permitted, each Party hereby affected shall  
17 make such election as may be permitted or required by such laws. In making the foregoing election, each  
18 such Party states that the income derived by such Party from operations hereunder can be adequately  
19 determined without the computation of partnership taxable income.  
20

**ARTICLE X - CLAIMS AND LAWSUITS**

21  
22  
23           Operator may settle any single uninsured third party damage claim or suit arising from operations  
24 hereunder if the expenditure does not exceed Two hundred thousand Dollars (\$200,000.00) and if the  
25 payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the  
26 above amount, the Parties shall assume and take over the further handling of the claim or suit  
27 unless such authority is delegated to Operator. All costs and expenses of handling, settling, or otherwise  
28 discharging such claim or suit shall be at the joint expense of the Parties participating in the operation  
29 from which the claim or suit arises. If a claim is made against any Party or if any Party is sued on account  
30 of any matter arising from operations hereunder over which such individual has no control because of the  
31 rights given Operator by this agreement, such Party shall immediately notify all other Parties and the  
32 claims or suit shall be treated as any other claim or suit involving operations hereunder.  
33

**ARTICLE XI – FORCE MAJEURE**

34  
35  
36           If any Party is rendered unable, wholly or in part, by force majeure to carry out its obligations  
37 under this agreement, other than the obligation to indemnify or make money payments or furnish  
38 security, that Party shall give to all other Parties prompt written notice of the force majeure with  
39 reasonably full particulars concerning it. Upon giving the required notice, the obligations of the Party  
40 giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no  
41 longer than, the continuance of the force majeure. The term "force majeure", as here employed, shall  
42 mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war,  
43 blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, governmental action,

1 governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of  
2 the kind specifically enumerated above or otherwise, which is not reasonably within the control of the  
3 Party claiming suspension.

4 The affected Party shall use all reasonable diligence to remove the force majeure situation as  
5 quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable  
6 dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party  
7 involved contrary to its wishes; how all such difficulties shall be handled shall be entirely within the  
8 discretion of the Party concerned.

9  
10 **ARTICLE XII – NOTICES**  
11

12 All notices authorized or required between the Parties by any of the provisions of this agreement, unless otherwise  
13 specifically provided, shall be in writing, and delivered in person or by United States mail, courier service, telegram,  
14 telex, telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such Parties at the  
15 addresses listed on Exhibit "A". All telephone or oral notices permitted by this agreement shall be  
16 confirmed immediately thereafter by written notice. The originating notice given under any provision  
17 hereof shall be deemed delivered only when received by the Party to whom such notice is directed, and the  
18 time for such Party to deliver any notice in response thereto shall run from the date the originating notice is  
19 received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall  
20 be actual delivery of the notice to the address of the Party to be notified specified in accordance with this  
21 agreement or to the telecopy, facsimile or telex machine of such Party. The second or any responsive notice  
22 shall be deemed delivered when deposited in the United States mail or at the office of the courier or  
23 telegraph service or upon transmittal by telex, telecopy or facsimile or when personally delivered to the  
24 Party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be  
25 given orally or by telephone, telex, telecopy or other facsimile within such period. Each Party shall have  
26 the right to change its address at any time, and from time to time, by giving written notice thereof to all  
27 other Parties or to Operator with its request that a revised Exhibit "A" be prepared and distributed. If a  
28 Party is not available to receive notice orally or by telephone when a Party attempts to deliver a notice  
29 required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method  
30 specified herein and shall be deemed delivered in the same manner provided above for any responsive notice.

31  
32 **ARTICLE XIII - TERM OF AGREEMENT**  
33

34 This agreement shall remain in full force and effect as to the Brine Leases and/or Brine Interests  
35 subject hereto for the period of time selected below; provided, however, no Party hereto shall ever be  
36 construed as having any right, title or interest in or to any Brine Lease or Brine Interest contributed by  
37 any other Party beyond the term of this agreement. In the event the well (s) described in Article VI.A., or  
38 any subsequent well drilled under any provision of this agreement, results in the Completion of a well as  
39 a well capable of production of Brine in paying quantities, this agreement shall continue in force so long  
40 as any such well is capable of production, and for an additional period of 180 days thereafter; provided,  
41 however, if, prior to the expiration of such additional period, Operator is engaged in drilling, Reworking,  
42 Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Recomplete a well or

1 wells hereunder, this agreement shall continue in force until such operations have been completed and, if  
2 production results therefrom, this agreement shall continue in force as provided herein. In the event the  
3 well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no  
4 other well is capable of producing Brine from the Contract Area, this agreement shall terminate unless  
5 drilling, Deepening, Sidetracking, Completing, Recompleting, Plugging Back or Reworking operations  
6 are commenced within 180 days from the date of abandonment of said Well. "Abandonment" for  
7 such purposes shall mean either (i) a decision by Operator not to conduct any further operations on the  
8 well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.  
9 The termination of this agreement shall not relieve any Party hereto from any expense, liability or  
10 other obligation or any remedy therefor which has accrued or attached prior to the date of such  
11 termination.

12 Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event  
13 a memorandum of this Operating Agreement has been filed of record, Operator is authorized to file of  
14 record in all necessary recording offices a notice of termination, and each Party hereto agrees to execute  
15 such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied  
16 all its financial obligations.

17

18 **ARTICLE XIV – COMPLIANCE WITH LAWS AND REGULATION**

19

20 **A. *Laws, Regulations and Orders:***

21 This agreement shall be subject to the conservation laws of the state in which the Contract Area is  
22 located; to the valid rules, regulations, and orders of any duly constituted regulatory body of said state;  
23 and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.  
24

25 **B. *Governing Law:***

26 This agreement and all matters pertaining hereto, including but not limited to matters of  
27 performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or  
28 construction, shall be governed and determined by the law of the state in which the Contract Area is  
29 located. If the Contract Area is in two or more states, the law of the state of Arkansas governs.  
30

31 **C. *Regulatory Agencies:*** Nothing herein contained shall grant, or be construed to grant, Operator  
32 the right or authority to waive or release any rights, privileges, or obligations which Non-Operators  
33 may have under federal or state laws or under rules, regulations or orders promulgated under such  
34 laws in reference to Brine operations, including the location, operation, production of wells on tracts  
35 offsetting or adjacent to the Contract Area.  
36

37 With respect to the operations hereunder, Non-Operators agree to release Operator from any and  
38 all losses, damage injuries, claims and causes of action arising out of, incident to or resulting directly or  
39 indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of any  
40 regulatory agencies to the extent such interpretation or application was made in good faith by individuals  
41 competent and qualified in the subject matter involved, and does not constitute gross negligence. Each  
42 Non-Operator further agrees to reimburse Operator for such Non-Operator's share of production or any  
43 refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such  
44 an incorrect interpretation or application, together with interest and penalties thereon owing by Operator  
45 as a result of such incorrect interpretation or application.

1  
2  
3 **ARTICLE XV – MISCELLANEOUS**

4 **A. Execution:**

5 This agreement shall be binding upon each Non-Operator when this agreement or a counterpart  
6 thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not  
7 then or thereafter executed by all the parties to which it is tendered or which are listed on Exhibit "A" as  
8 owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. Operator  
9 may, however, by written notice to all Non-Operators who have become bound by this agreement as  
10 aforesaid, given at any time prior to the actual spud date of the Initial Well but in no event later than five  
11 days prior to the date specified in Article VI.A. for commencement of the Initial Well terminate the  
12 agreement if Operator in its sole discretion determines that there is insufficient participation to justify  
13 commencement of unit operations. In the event of such a termination by Operator, all further obligations of  
14 the Parties hereunder shall cease as of such termination.

15 In the event any Non-Operator has advanced or prepaid any share of drilling or other costs hereunder, all  
16 sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds  
17 with drilling operations for the Initial Well without the execution hereof by all Parties listed on Exhibit "A"  
18 as having current working interest in such well, Operator shall indemnify Non-Operators with respect to all  
19 costs incurred for the Initial Well which would have been charged to such party under this agreement if  
20 such party had executed the same and Operator shall receive all revenues which would have been received  
21 by such party under this agreement if such party had executed the same.

22 **B. Successors and Assigns:**

23 This agreement shall be binding upon and shall inure to the benefit of the Parties and their  
24 respective heirs, devisees, legal representatives, successors and assigns, and the terms hereof shall be  
25 deemed to run with the Brine Leases and Brine Interests included within the Contract Area.

26 **C. Counterparts:**

27 This instrument may be executed in any number of counterparts, each of which shall be  
28 considered an original for all purposes. If it is desired that this instrument be recorded, the signature and  
29 acknowledgment pages of such counterparts may be incorporated into a single document for the purpose  
30 thereof.

31 **D. Severability:**

32 For the purposes of assuming or rejecting this agreement as an executory contract pursuant to  
33 federal bankruptcy law, this agreement shall not be severable, but rather must be assumed or rejected in  
34 its entirety, and the failure of any Party to this agreement to comply with all of its financial obligations  
35 provided herein shall be a material default.

36  
37 **ARTICLE XVI – OTHER PROVISIONS**

38 **A. Disposition of Effluent:**

39 Operator shall have the authority to regulate the disposal of Effluent generated from sources both within and  
40 outside the Contract Area into Disposal Wells and/or Injection Wells within the Contract Area and into Zones  
41 subject hereto. If such Effluent is supplied by parties not Parties to this agreement or if such Effluent was produced  
42 from non-Unit lands or Zones, then Operator shall be obligated to obtain from the party disposing of any such  
43 outside Effluent fair and reasonable compensation therefor and shall account to each Party for its share of such  
44 compensation.

45 Any Party receiving any proceeds of sales of brine or disposal fees from Operator hereby warrants that it has good  
46 title to the interest upon which such payment is based and agrees to defend and hold Operator harmless from any loss  
47 resultant from wrongful payment to such Party.

1 **B. Takeover of Unit Wells at Abandonment:**

2 If the Parties should decide to permanently abandon any well within the Contract Area prior to the  
3 termination of this agreement, the Operator shall give to the Party or Parties who own the drilling rights  
4 in the tract on which such well is located written notice of such fact and said Party or Parties shall have  
5 the right and option for a period of thirty (30) days after receipt of such notice to notify Operator of its or  
6 their intention to take over and own said well. In such event, said Party or Parties shall pay the Operator  
7 for credit to the joint account of all Parties to this agreement the amount estimated by the Operator to be  
8 the salvage value of said well less the estimated cost of salvaging the casing therein and other equipment  
9 thereon, and at the same time shall agree by letter addressed to Operator (a) to plug off such well from all  
10 Zones subject hereto from which such well is not located or otherwise assure that no production will be  
11 obtained from such Zones, (b) not to produce said well from any such Zones while this agreement is in  
12 force and (c) on ultimate abandonment of said well to plug and abandon it in a workmanlike manner in  
13 accordance with the laws and regulations of the State of Arkansas and any regulatory bodies having  
14 jurisdiction.

15 If no such Party or Parties elect to take over such well and if Operator has knowledge of any  
16 other party, such as a lessee of oil or gas rights, which might be interested in so acquiring said Well  
17 Operator shall so likewise notify such party in similar manner and such party shall have the opportunity  
18 to take over said well under the conditions set forth above.

19  
20 **C. Hydrocarbons or Other Substances Separated from Brine:**

21 If hydrocarbons or other substances are entrained in Brine produced hereunder and are separated  
22 from the full brinestream on or at a Production Well location, then Operator shall allocate such quantities  
23 to either the entire Brine Unit or, if the applicable regulatory body determines the origins of such  
24 substances to have been a smaller area, to the tracts comprising such smaller area. In either case, any  
25 royalties due thereon shall be paid by Operator if Operator markets such substances or by the Party or  
26 Parties which may be taking their shares thereof in kind. No provision is made herein as regards  
27 hydrocarbons or other substances that might be separated or removed from Brine at points downstream of  
28 Delivery Points, or In-Kind Delivery Points, since their value, if any, would be reflected in the price  
29 applicable to the Brine when sold.

30  
31

1 OPERATOR

2  
3

4 TETRA Technologies, Inc.

5  
6 By: \_\_\_\_\_

7  
8  
9

10 ACKNOWLEDGMENT

11  
12

13 STATE OF \_\_\_\_\_ §

14  
15

16 COUNTY OF \_\_\_\_\_ §

17  
18

19 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, duly  
20 commissioned, qualified and acting, within and for said County and State, appeared in person the within  
21 named \_\_\_\_\_, to me personally well known, who stated that (s)he was  
22 the \_\_\_\_\_, of TETRA Technologies, Inc., a corporation and was  
23 duly authorized in his/her capacity to execute the foregoing instrument for an on behalf of said  
24 corporation, and further stated and acknowledged that (s)he had so signed, executed and delivered said  
25 foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

26

27 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of  
28 \_\_\_\_\_, 20\_\_\_\_.

29  
30

31 \_\_\_\_\_  
32 Notary Public

33

34 My Commission Expires:  
\_\_\_\_\_

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NON-OPERATORS:

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

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named \_\_\_\_\_, to me personally well known, who stated that (s)he was the \_\_\_\_\_, of TETRA Technologies, Inc., a corporation and was duly authorized in his/her capacity to execute the foregoing instrument for an on behalf of said corporation, and further stated and acknowledged that (s)he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

1  
2  
3 **Exhibit "A"**  
4 **to**  
5 **Brine Unit Operating Agreement**

6 This Exhibit "A" shall be maintained by Operator. It is recognized that Exhibit "A" may be  
7 lengthy; therefore, Operator may prepare separate portions hereof as separate document so that  
8 each may be revised from time to time as may be necessary. Each such revision shall be duly  
9 noted as such. Due to the size of the exhibit and its particular parts and the number of Parties to  
10 this Brine Unit Operating Agreement, Operator shall not be obligated to automatically supply  
11 such revisions to all Parties; however, Operator is required to supply revisions to any Party  
12 requesting such.

13  
14 **(1) Definition of Lands Subject to this agreement**

15 In Lafayette County:

16 The North half (N/2), and the North half of the South half (N/2 S/2) of Section 28 Township 17S  
17 Range 23W; All of Section 20 Township 17S Range 23W; All of Section 21 Township 17S Range  
18 23W, Lafayette County, Arkansas.

19 In Columbia County:

20 All of Section 22 Township 17S Range 23W; All of Section 23 Township 17S Range 23W; The  
21 South half (S/2) and the South half of the Northwest Quarter (S/2 NW/4) and the West half of the  
22 Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the South half of the Northeast  
23 Quarter of the Southwest Quarter of the Northeast Quarter (S/2 NE/4 SW/4 NE/4) and the  
24 Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the  
25 South half of the North half of the Southeast Quarter of the Northeast Quarter (S/2 N/2 SE/4 NE/4)  
26 and the South half of the Southeast Quarter of the Northeast Quarter (S/2 SE/4 NE/4) of Section 24  
27 Township 17S Range 23W; The South half (S/2) of Section 19 Township 17S Range 22W; The  
28 North half (N/2), and the North half of the South half (N/2 S/2) of Section 30 Township 17S Range  
29 22W; All of Section 25 Township 17S Range 23W; All of Section 26 Township 17S Range 23W;  
30 The North half (N/2), and the North half of the South half (N/2 S/2), and the South half of the  
31 Southeast Quarter (S/2 SE/4) of Section 27 Township 17S Range 23W, Columbia County,  
32 Arkansas,

33  
34 containing, in the aggregate 6,138 acres, more or less.

35 **(2) Restrictions, if any, as to Depths, Formations or Substances**

36  
37 This agreement shall only apply to the Smackover Limestone Formation as defined by  
38 the Arkansas Oil and Gas Commission.

39  
40 **(3) Method of Calculating Tract Factors, Identification of Unit Tracts and Tract Participation Factors**

41  
42 Each Tract Factors will be determined by dividing each tract's surface acreage by the total acreage within the  
43 unit  
(currently 6,138).

1 (4) **Parties to Agreement** (with addresses and telephone numbers for notice purposes)

2

3 Here the Operator will insert a list of the Parties with their contact information.

4

5 (5) **Interests of the Parties**

6

7 Here the Operator will insert a listing or table of the Parties percentages of unit ownership,

8

9 (6) **Brine Leases and/or Brine Interests subject to this Agreement**

10

11 Here Operator would list the various leases and/or interests subject to the agreement.

12

13 Leases/Interests contributed by:

ssor/Owner	te/Fee	ok/Page	rdens
			, "In Lieu of Royalty", "1/8 yalty", etc.

**Exhibit "B"**  
**to Brine Unit Operating Agreement**

Form E-13-A Arkansas  
1989 (Rev 11-98)

Prepared by:  
Harbour Energy, LLC  
P.O. Box 1802  
Longview, Texas 75606

**BRINE LEASE**

THIS AGREEMENT, entered into effective as of \_\_\_\_\_, between \_\_\_\_\_, herein called Lessor (whether one or more), whose address is: \_\_\_\_\_ and **Tetra Technologies, Inc., 24955 Interstate 45 North, The Woodlands, TX 77380** herein called Lessee,

WITNESSETH:

Article 1. Lessor, in consideration of Ten Dollars (\$10.00) cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, of the rental and of the royalty herein provided and of the agreements of Lessee herein contained, hereby grants, leases, and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, drilling for and producing brine (as defined in Article 11); conducting exploration, geologic and geophysical tests and surveys; producing and removing brine by drainage, extraction, forced subterranean movement, pumping or other means; injecting gas, water, brine and other fluids and air into subsurface strata; laying pipelines, establishing and utilizing facilities for the disposition of brine; building roads, bridges, tanks, telephone lines, powerlines, power stations and other structures thereon and on, over, and across land owned or claimed by Lessor adjacent or contiguous thereto necessary or desirable to Lessee in operations to produce, save, store, take care of, measure, treat, transport and own said brine; for all appliances or structures, equipment, easements, and privileges which may be necessary, useful, or convenient to or used in connection with any such operations conducted by Lessee thereon or on land pooled or unitized therewith or on any contiguous or adjacent land, the following described land in Columbia County, State of Arkansas; to-wit:

***Lessor hereby acknowledges receipt of all rentals as cited in Article 3 of this lease for the first through the fourth anniversary dates, making this lease a five year paid-up lease as to rentals for the first five years.***

This lease also covers and includes all land owned by Lessor adjacent, or contiguous to the land particularly described above. For the purpose of calculating rental and royalty payments hereunder, said land is estimated to contain \_\_\_\_\_ acres, whether it contains more or less.

Whether or not any reduction in rental and/or royalty payments shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, title, and interests in the land and brine interest covered by this lease, including reversionary brine interests, hereafter acquired by or inuring to the Lessor and Lessor's successors and assigns. If any reduction in rentals or royalties shall have previously been made, such additional interest shall be considered in the computation of rentals or royalties starting with the rental or royalty payment date next ensuing more than forty-five (45) days after receipt by Lessee of written notice from Lessor of the acquisition and extent of such additional interest and the manner of such acquisition.

Article 2. This lease, subject to the right of Lessee to cancel and surrender it insofar as it covers all or any part of the above mentioned land as hereinafter provided, shall remain in full force and effect for a term of five years from the date hereinbefore first written and as long thereafter as any of the payments specified in Article 3 hereof continue to be made.

Article 3. As additional consideration for this lease, Lessee shall pay as rental to Lessor, on or before each anniversary date of this lease a sum to be ascertained by multiplying the number of acres set out in Article 1 above, as follows: (1) by One Dollar (\$1.00) for each of the first through the fourth anniversary dates hereof, (2) by Ten Dollars (\$10.00) for each of the fifth through the fourteenth anniversary dates hereof, and (3) by Twenty Five Dollars (\$25.00) for each of the remaining anniversary dates hereof, provided, however, that, if more than sixty days prior to any such anniversary date hereof Lessee has engaged in the production of brine for the purpose of extracting minerals therefrom or injection of brine from or into any well located on the land covered hereby or on acreage pooled therewith (or any part thereof) or within one-half mile of the land covered by this lease, which brine is not produced incidental to the production of oil, gas or distillate or in the testing of the capacity of a well to produce brine, then, instead of payments as rental, each Lessor shall be paid thereafter a sum either in lieu of royalty or as shut-in royalty, such sum, in case of payments in lieu of royalty, being ascertained by multiplying the number of acres set out above in Article 1 hereof by Thirty-Two Dollars (\$32.00) and such sum, in case of payments of shut-in royalty, being ascertained in accordance with the provisions of Article 5 hereof, and provided, further, that if Lessor owns less than the entire undivided interest in all or any portion of the land or mineral and royalty interest relating thereto (whether such interest is herein specified or not) then each payment to be made under this Article 3 may be reduced to the proportion which the interest, if any, herein covered by this lease bears to the entire undivided interest therein.

It is further agreed, that Lessee's right to make any annual payment as above set out shall terminate at the later in time of (i) the end of twenty-five years from the date of this lease or (ii) at the end of any annual period of this lease during which Lessee shall not have been in actual production or injection of brine either from or into land covered hereby or acreage pooled therewith (or some part thereof) or production from or injection into a well situated

within one-half mile of land covered by this lease; and such right by Lessee to make such annual payments will then continue only so long thereafter as such production or injection shall be continued or so long as shut-in royalty is paid pursuant to Article 5 hereof.

If the mineral or royalty interest of any person named as Lessor under the land covered by this lease has heretofore been reduced by the conveyance of a nonparticipating mineral interest or nonparticipating royalty interest by him, or by his predecessor in title, each payment to be made under the provisions of this Article 3 to that particular person named as Lessor may be reduced proportionately.

Each owner of such nonparticipating mineral interest, or nonparticipating royalty interest, executing this agreement, or a counterpart thereof, agrees to accept such payment in lieu of royalty on brine produced or removed from the land covered by this lease and in satisfaction of damages, if any, which he may sustain by drainage or removal of brine from the land covered by this lease.

In lieu of making any payment to Lessor under the provisions of this Article 3, Lessee may pay or tender for deposit to the credit of Lessor in Direct to lessor at address shown above the sum so payable, which shall, for all purposes of this lease, be considered to be a payment to Lessor. If at the time of such deposit any person hereinbefore named as Lessor is dead or is an incompetent, such deposit in the name of the deceased or the incompetent shall, for all purposes, be binding upon the heirs, devisees, executor or administrator of the deceased or upon such incompetent or the guardian of the person or of the estate of the incompetent. Should the bank named, or any depository subsequently named by Lessor, fail or liquidate, or if it should for any reason fail or refuse to accept the check or draft of Lessee tendered in payment of any sum payable under the provisions of this Article 3, the attempted payment in the manner hereinbefore provided shall not thereby be rendered ineffective, nor shall Lessee be in default for failure to pay the sum involved until thirty days after such Lessor shall have furnished to Lessee a recordable instrument naming a new depository. The failure to pay any such sum so due shall not give Lessor the right to cancel this lease as to any land covered by this lease, but shall only entitle the Lessor to recover from Lessee the sum so due.

Lessee, or any assignee or sublessee, may at any time, and from time to time, execute and file for record in said county, a release of this lease insofar as it affects all or any part or parts of the land covered by this lease, and thereby be relieved, as to the land with respect to which this lease has been released, of any and all obligations of this lease not then accrued. Without impairment of Lessee's right to release said land or any part thereof and be thereby relieved of any liability therefor, it is agreed that Lessee shall nevertheless be required to continue to make the annual payments in lieu of royalty or as shut-in royalty above set out for any and all acreage covered hereby and situated within one-half mile of any of Lessee's wells from which brine is being produced or into which brine is being injected so long as such production or injection by Lessee shall be continued. Upon the filing of any such release, each payment shall be reduced in the same proportion as Lessor's interest in the number of acres of land as to which this lease has been released bears to Lessor's interest in the total number of acres stated in the foregoing Article 1.

Article 4. Lessee shall have the right to use, free of cost, fresh water produced from the leased premises, excepting water produced from a well of Lessor, for any of the operations of Lessee on the leased premises.

Article 5. No royalty or payment, other than the payment provided in Article 3, shall be payable by Lessee to Lessor with respect to brine produced or removed from the leased premises or with respect to any product, products, or minerals extracted from such brine by Lessee, or with respect to brine produced from the leased premises, nor shall Lessee in any event be liable to Lessor for failure to protect the leased premises from drainage or removal of brine and its contents. The sums payable to Lessor under the provisions of the foregoing Article 3 are to be made by Lessee in lieu of any royalty with respect to brine produced or removed from the leased premises and any product or products extracted from the brine and in complete compensation for any drainage or removal of brine from the land hereinbefore mentioned. The parties hereto agree that the annual in lieu of royalty specified in Article 3 hereof shall be adjusted annually effective June 1, 1996, in the same manner as is provided by Act 1287 of the 1995 General Assembly of the State of Arkansas which amended Ark. Stat. Ann. § 15-76-315. Notwithstanding any other provision hereof relating to rental, royalty, or payments in lieu of royalty, if Lessee at any time or times suspends all production or injection of brine (including its component parts) from or into the land covered hereby or acreage pooled therewith (or any part thereof) or from or into wells located within one-half mile of the land covered hereby, for any period of twelve consecutive months prior to sixty days prior to any anniversary date of this lease, then, provided Lessee pays to Lessor (in the manner specified above in Article 3) on or before such anniversary date as shut-in royalty a sum to be ascertained by multiplying the number of acres set out in Article 1 hereof by Ten Dollars, this lease shall continue and remain in full force and effect without the obligation by Lessee to make any other payment under the aforesaid Article 3 hereof, provided, however, that in no event may Lessee make such shut-in royalty payments continuously for a period in excess of three consecutive years.

Article 6. Lessee shall have the right to drill, complete, recomplete, deepen, and operate a well or wells for the production of brine from any horizon under the land covered by this lease, or for the injection of brine produced by Lessee from land covered by this lease or from any other land into any horizon which lies below the depth of 4,000 feet subsurface under the land covered by this lease.

Article 7. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or unitize the land or interests therein covered by this lease or any portion thereof with other land, lease, leases or interests therein in the vicinity thereof when in Lessee's judgment it is necessary or advisable to do so in order to properly explore or develop or operate said leased premises or to comply with the orders, rules and regulations of any Regulatory Body of the State of Arkansas or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal, or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or

units so created shall not exceed substantially three thousand two hundred (3,200) acres for each well for brine exploration, production or injection, plus a tolerance of ten percent (10%) thereof in each instance, unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Arkansas or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the appropriate Records of the County in which the land and/or mineral interest herein leased is situated a declaration describing the pooled acreage, and, upon such filing, the unit or units shall thereby become effective; except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith.

With regard to the payments in lieu of royalty as provided in Article 3 hereof, payments shall continue to be made upon an acreage basis and specifically not based upon the proportionate part of production from any pooled unit. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for separate stratum or strata of brine even though the areas thereof overlap; and the creation of a unit as to one strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other strata or stratum of the same or other minerals. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty, and/or leasehold interests in land within the unit which are not pooled or unitized, or even though there may be a failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit. Any unit created by Lessee hereunder may also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order. Also, any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate Records of the County in which the land or interests therein are situated at any time prior to the commencement of drilling or after the completion of a dry hole or the cessation of production on said unit. It is specifically understood and agreed that Lessor does hereby grant to Lessee the right and authority to consent to or otherwise comply with any order, rule or regulation of any Regulatory Body of the State of Arkansas or of the United States having jurisdiction with regard to the creation of any pool, unit or district for the production and injection of brine which shall be binding upon Lessor without Lessor's further consent, provided only that Lessee shall never decrease the amount of the annual payments herein specified to be paid in lieu of brine royalty which would otherwise have been required to have been paid in the absence of such pool, unit or district.

Article 8. Lessee shall have the right to construct, erect, maintain, replace and use on the land mentioned in the foregoing Article 1 all storage tanks, separators, pipelines, buildings, pumps, shafts, hoists, machinery, boilers, engines, electric lines, telephone and telegraph lines, roads, bridges, and other equipment reasonably necessary for conducting, on the land covered by this lease, operations hereunder of any nature whatsoever. Lessee shall have the right to remove all equipment, materials, and supplies placed upon the leased premises at any time while this lease is in effect as to the land on which such material, equipment and supplies are located, or within a period of two years after this lease has terminated for any reason with respect to the land on which such materials, equipment and supplies is or are located. Lessor grants to Lessee the right to lay, maintain, repair and replace, from time to time, upon the land covered by this lease, a pipeline or pipelines for the purpose of transporting brine and associated gas onto and across the land covered by this lease.

When requested by Lessor in writing, Lessee shall bury any pipe below plow depth. Lessee agrees to pay all damages to timber and growing crops on the leased premises caused by its operations. Lessee further agrees to pay to surface owner annually \$50.00 for each surface acre hereof which Lessee has used during the previous year in such manner that surface owner was thereby prevented from having the normal use thereof; provided, however, Lessee's failure to make payment of such surface rental shall not be cause for termination of Lessee's rights hereunder but shall entitle owner to recover from Lessee any such rental so due. Further, it is specifically agreed that if Lessee shall have constructed or placed roads, pipelines or powerlines upon land covered by this lease and Lessee has ceased to make any of the payments required to be made in Article 3 or Article 5 hereof, then Lessee may, nevertheless, execute a partial release of this lease as provided under the terms of Article 3 hereof which partial release shall retain to Lessee the right to continue to hold for such surface use purposes only the land then being so used for such road, pipeline or powerline purposes by continuing to make such above specified annual surface rental payments to Lessor which payments shall be continued only as long as said surface is so used by Lessee. Notwithstanding any other provision of this Article 8, Lessee shall not drill any well or construct any structure, other than a pipeline, within 200 feet of any dwelling house now upon land affected by this lease.

Article 9. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by Lessee, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to Lessor thereafter accruing under any of the covenants or conditions of this lease. No change in the ownership of the land or mineral interests covered by this lease or in the ownership of any royalty, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of separate measuring tanks by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of land, or of any mineral interest, covered by this lease, or of the right to receive any payment to be made under the foregoing Article 3, or of any interest therein, by reason of death, or conveyance, or in any other manner, shall be binding on Lessee until ninety days after Lessee has been furnished written notice thereof, together with the original or certified copies of all documents and affidavits necessary to establish the change in ownership involved.

Lessor hereby warrants and agrees to defend the title to the land covered by this lease, but if the interest of Lessor covered by this lease is expressly stated to be less than the entire fee simple mineral estate, Lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any person claiming any interest in the land covered by this lease and exercise such rights as may be obtained thereby and Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof Lessee, shall have the right at any time to

pay for Lessor, taxes or any indebtedness secured by a mortgage or other lien on said land, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Any such payments made by Lessee for Lessor may be deducted from any amounts of money which may become due Lessor under this lease.

Article 10. So long as each payment which Lessee is obligated to make in accordance with Article 3 or Article 5 hereof is made. Lessee shall not be obligated, whether or not there has previously been production from or injection into land covered hereby or on acreage pooled therewith (or any part thereof) or from or into any well located within one-half mile of the land covered hereby, either expressly or impliedly, to drill or operate on land covered by this lease any well for the production of brine or for the injection of brine into said land.

Article 11. The term "brine" as used in this lease shall mean subterranean salt water and all other chemical substances produced with or extracted therefrom, except brine produced incidentally to the production of oil or gas, unless such brine is saved or sold for the purpose of extracting the chemical substances therein.

Article 12. In the event the Lessor at any time considers that Lessee is not fulfilling its express or implied obligations (including the payment of royalties due hereunder), Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of said obligations; and Lessee shall have sixty (60) days after receipt of such notice in which to take such action as is then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that, after production of brine has been obtained from the land covered hereby or land pooled therewith (or any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract, except after final judicial ascertainment of such failure and after Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

Article 13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on or under the land. It is further agreed that, should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing brine therefrom by reason of scarcity or inability after effort made in good faith to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or by any other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenants shall be suspended; and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing brine from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee; provided, however that if such suspension occurs, Lessee shall pay or tender the appropriate annual sum in payment of rental or in lieu of royalty as provided in Articles 3 or 5 thereof.

Article 14. Lessee shall also have the right to produce, remove, and appropriate such oil, gas and other minerals as may be necessarily produced incidentally with the production of salt water (brine); provided, however, that three-sixteenths (3/16ths) of the value of all such oil, gas, and other minerals produced, saved, and marketed by Lessee shall be paid as royalty thereon to those persons entitled thereto based upon the spacing pattern therefor as established by the Arkansas Oil and Gas Commission or alternatively upon the basis of the regular governmental quarter section upon which such well is located if no spacing pattern has otherwise been established.

Article 15. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, successors and assigns. If any one or more of the persons named as Lessor does or do not execute this lease, it shall nevertheless be binding upon each of the persons executing it.

Article 16. And for the consideration aforesaid, each of the undersigned persons does hereby join in this instrument for all purposes and does hereby release and relinquish unto the Lessee herein all of his and/or her rights of cutesy and/or dower and homestead in and to the above described property to the extent necessary to effectuate the purposes of this instrument.

IN WITNESS WHEREOF, this instrument is executed as of the date hereinbefore first mentioned, which date shall be the basis for ascertaining the first and each succeeding anniversary date of the execution of this lease.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this day came and appeared in person before me, the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and acting, \_\_\_\_\_, to me well known as the Lessor (whether one or more) whose name is subscribed to the foregoing instrument of writing, and stated that said Lessor had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS MY HAND AND SEAL AS SUCH Notary Public on this the . day of \_\_\_\_\_, 2022.

Notary Public, State of \_\_\_\_\_

**EXHIBIT “C”  
to Brine Unit Operating Agreement  
Accounting Procedures**



EXHIBIT " C "

1 Attached to and made a part of a certain Brine Unit Operating Agreement covering  
2 the TETRA Technologies, Inc. Evergreen Brine Unit  
3 \_\_\_\_\_  
4 \_\_\_\_\_

5  
6  
7  
8 **ACCOUNTING PROCEDURE**  
9 **JOINT OPERATIONS**

10  
11  
12 **I. GENERAL PROVISIONS**

13  
14 **1. Definitions**

15  
16 "Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure  
17 is attached.

18 "Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and  
19 maintenance of the Joint Property.

20 "Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint  
21 Operations and which are to be shared by the Parties.

22 "Operator" shall mean the party designated to conduct the Joint Operations.

23 "Non-Operators" shall mean the Parties to this agreement other than the Operator.

24 "Parties" shall mean Operators and Non-Operators.

25 "First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct  
26 supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating  
27 capacity.

28 "Technical Employees" shall mean those employees having special and specific engineering, geological or other  
29 professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and  
30 problems for the benefit of the Joint Property.

31 "Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

32 "Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

33 "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as  
34 most recently recommended by the Council of Petroleum Accountants Societies.

35  
36 **2. Statement and Billings**

37  
38 Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint  
39 Account for the preceding month. Such bills will be accompanied by statements which identify the authority for  
40 expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and  
41 expense except that items of Controllable Material and unusual charges and credits shall be separately identified and  
42 fully described in detail.

43  
44 **3. Advances and Payments by Non-Operators**

45  
46 A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their  
47 share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the  
48 billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust  
49 each monthly billing to reflect advances received from the Non-Operators.

50  
51 B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made  
52 within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at Chase Manhattan  
53 Bank, New York, NY on the first day of the month in which delinquency occurs plus 1% or the  
54 maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located,  
55 whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid  
56 amounts.

57  
58 **4. Adjustments**

59  
60 Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof;  
61 provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall  
62 conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar  
63 year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes  
64 claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same  
65 prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of  
66 Controllable Material as provided for in Section V.

1 5. Audits

2  
3 A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit  
4 Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four  
5 (24) month period following the end of such calendar year; provided, however, the making of an audit shall not  
6 extend the time for the taking of written exception to and the adjustments of accounts as provided for in  
7 Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make  
8 every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience  
9 to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this  
10 paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year  
11 without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made  
12 at the expense of those Non-Operators approving such audit.

13  
14 B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

15  
16 6. Approval By Non-Operators

17  
18 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of  
19 this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no  
20 contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the  
21 agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

22  
23  
24 II. DIRECT CHARGES

25  
26 Operator shall charge the Joint Account with the following items:

27  
28 1. Ecological and Environmental

29  
30 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy  
31 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or  
32 archaeological nature and pollution control procedures as required by applicable laws and regulations.

33  
34 2. Rentals and Royalties

35  
36 Lease rentals and royalties paid by Operator for the Joint Operations.

37  
38 3. Labor

39  
40 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of  
41 Joint Operations.

42  
43 (2) Salaries of First Level Supervisors in the field.

44  
45 (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are  
46 excluded from the overhead rates.

47  
48 (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly  
49 employed in the operation of the Joint Property if such charges are excluded from the overhead rates.

50  
51 B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to  
52 employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.  
53 Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment"  
54 on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If  
55 percentage assessment is used, the rate shall be based on the Operator's cost experience.

56  
57 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are  
58 applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.

59  
60 D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under  
61 Paragraph 3A of this Section II.

62  
63 4. Employee Benefits

64  
65 Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement,  
66 stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the  
67 Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent  
68 most recently recommended by the Council of Petroleum Accountants Societies.

69  
70

1 5. Material

2  
3 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such  
4 Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is  
5 reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be  
6 avoided.

7  
8 6. Transportation

9  
10 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

11  
12 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be  
13 made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like  
14 material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.

15  
16 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint  
17 Account for a distance greater than the distance to the nearest reliable supply store where like material is normally  
18 available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be  
19 made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the  
20 Parties.

21  
22 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is  
23 available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the  
24 amount most recently recommended by the Council of Petroleum Accountants Societies.

25  
26 7. Services

27  
28 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph  
29 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract  
30 services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead  
31 rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the  
32 Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

33  
34 8. Equipment and Facilities Furnished By Operator

35  
36 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate  
37 with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating  
38 expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to  
39 exceed Ten percent ( 10 %) per annum. Such rates shall not exceed average commercial  
40 rates currently prevailing in the immediate area of the Joint Property.

41  
42 B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the  
43 immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates  
44 published by the Petroleum Motor Transport Association.

45  
46 9. Damages and Losses to Joint Property

47  
48 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or  
49 losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross  
50 negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as  
51 soon as practicable after a report thereof has been received by Operator.

52  
53 10. Legal Expense

54  
55 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgements and  
56 amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to  
57 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of  
58 outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be  
59 covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section  
60 I, Paragraph 3.

61  
62 11. Taxes

63  
64 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof,  
65 or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad  
66 valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then  
67 notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties  
68 hereto in accordance with the tax value generated by each party's working interest.

69  
70

1 12. Insurance

2  
3 Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the  
4 event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation  
5 and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-  
6 insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

7  
8 13. Abandonment and Reclamation

9  
10 Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory  
11 authority.

12  
13 14. Communications

14  
15 Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and  
16 microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint  
17 Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

18  
19 15. Other Expenditures

20  
21 Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which  
22 is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint  
23 Operations.

24  
25  
26  
27  
28 III. OVERHEAD

29  
30 1. Overhead - Drilling and Producing Operations

31 i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge  
32 drilling and producing operations on either:

- 33 ( ) Fixed Rate Basis, Paragraph 1A, or  
34 ( ) Percentage Basis, Paragraph 1B

35  
36 Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and  
37 salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under  
38 Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of  
39 taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in  
40 the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are  
41 agreed to by the Parties as a direct charge to the Joint Account.

42  
43 ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant  
44 services and contract services of technical personnel directly employed on the Joint Property:

- 45 ( ) shall be covered by the overhead rates, or  
46 ( x ) shall not be covered by the overhead rates.

47  
48  
49 iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services  
50 and contract services of technical personnel either temporarily or permanently assigned to and directly employed in  
51 the operation of the Joint Property:

- 52 ( ) shall be covered by the overhead rates, or  
53 ( x ) shall not be covered by the overhead rates.

54  
55  
56 A. Overhead - Fixed Rate Basis

57  
58 (1) Operator shall charge the Joint Account at the following rates per well per month:

59  
60 Drilling Well Rate \$ 6,000.00  
61 (Prorated for less than a full month)

62  
63 Producing Well Rate \$ 1,000.00

64  
65 (2) Application of Overhead - Fixed Rate Basis shall be as follows:

66  
67 (a) Drilling Well Rate

68  
69 (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date  
70 the drilling rig, completion rig, or other units used in completion of the well is released, whichever

1 is later, except that no charge shall be made during suspension of drilling or completion operations  
2 for fifteen (15) or more consecutive calendar days.

- 3  
4 (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5)  
5 consecutive work days or more shall be made at the drilling well rate. Such charges shall be  
6 applied for the period from date workover operations, with rig or other units used in workover,  
7 commence through date of rig or other unit release, except that no charge shall be made during  
8 suspension of operations for fifteen (15) or more consecutive calendar days.

9  
10 (b) Producing Well Rates

- 11  
12 (1) An active well either produced or injected into for any portion of the month shall be considered as  
13 a one-well charge for the entire month.

- 14  
15 (2) Each active completion in a multi-completed well in which production is not commingled down  
16 hole shall be considered as a one-well charge providing each completion is considered a separate  
17 well by the governing regulatory authority.

- 18  
19 ~~(3) An inactive gas well shut in because of overproduction or failure of purchaser to take the~~  
20 ~~production shall be considered as a one-well charge providing the gas well is directly connected to~~  
21 ~~a permanent sales outlet.~~

- 22  
23 (4) A one-well charge shall be made for the month in which plugging and abandonment operations  
24 are completed on any well. This one-well charge shall be made whether or not the well has  
25 produced except when drilling well rate applies.

- 26  
27 (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease  
28 allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

- 29  
30 (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the  
31 agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying  
32 the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude  
33 Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as  
34 shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published  
35 by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as  
36 published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or  
37 minus the computed adjustment.

38  
39 ~~B. Overhead - Percentage Basis~~

- 40  
41 (1) Operator shall charge the Joint Account at the following rates:

42  
43 (a) Development

44 \_\_\_\_\_ Percent ( \_\_\_\_ %) of the cost of development of the Joint Property exclusive of costs  
45 provided under Paragraph 10 of Section II and all salvage credits.

46  
47  
48 (b) Operating

49 \_\_\_\_\_ Percent ( \_\_\_\_ %) of the cost of operating the Joint Property exclusive of costs provided  
50 under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased  
51 for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the  
52 mineral interest in and to the Joint Property.

- 53  
54  
55 (2) Application of Overhead - Percentage Basis shall be as follows:

56  
57 For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III,  
58 development shall include all costs in connection with drilling, re-drilling, deepening, or any remedial  
59 operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing  
60 interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and  
61 expenditures incurred in abandoning when the well is not completed as a producer, and original cost of  
62 construction or installation of fixed assets, the expansion of fixed assets and any other project clearly  
63 discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other  
64 costs shall be considered as operating.

65  
66 2. Overhead - Major Construction

67  
68 To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of  
69 fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the  
70 Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint

1 Account for overhead based on the following rates for any Major Construction project in excess of \$ \_\_\_\_\_  
2  
3 A. \_\_\_\_\_ % of first \$100,000 or total cost if less, plus  
4  
5 B. \_\_\_\_\_ % of costs in excess of \$100,000 but less than \$1,000,000, plus  
6  
7 C. \_\_\_\_\_ % of costs in excess of \$1,000,000.  
8  
9 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single  
10 project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be  
11 excluded.

12  
13 3. Catastrophe Overhead

14  
15 To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due  
16 to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are  
17 necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the  
18 expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account  
19 for overhead based on the following rates:

- 20  
21 A. \_\_\_\_\_ 5 \_\_\_\_\_ % of total costs through \$100,000; plus  
22  
23 B. \_\_\_\_\_ 3 \_\_\_\_\_ % of total costs in excess of \$100,000 but less than \$1,000,000; plus  
24  
25 C. \_\_\_\_\_ 1 \_\_\_\_\_ % of total costs in excess of \$1,000,000.  
26

27 Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead  
28 provisions of this Section III shall apply.

29  
30 4. Amendment of Rates

31  
32 The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement  
33 between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.  
34

35  
36 IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS  
37

38 Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material  
39 movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at  
40 Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or  
41 surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to  
42 outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition  
43 A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.  
44

45 1. Purchases

46  
47 Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of  
48 Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account  
49 when adjustment has been received by the Operator.  
50

51 2. Transfers and Dispositions

52  
53 Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator,  
54 unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts: inclusive  
55 of both published and unpublished discounts, when applicable, so that\*

56 A. New Material (Condition A)

57  
58 (1) Tubular Goods Other than Line Pipe

59  
60 (a) Tubular goods, sized 2½ inches (OD) and larger, except line pipe, shall be priced at Eastern mill  
61 published carload base prices effective as of date of movement plus transportation cost using the 80,000  
62 pound carload weight basis to the railway receiving point nearest the Joint Property for which  
63 published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound  
64 or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio  
65 and casing from Youngstown, Ohio.  
66

67 (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus  
68 transportation cost from that mill to the railway receiving point nearest the Joint Property as provided  
69 above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000

70 \* "current new price" and Eastern mill published carload base prices" be real market prices prevailing at the time of movement to/from the joint property as quoted by reputable distributors net of all discounts.

1 pound Oil Field Haulers Association interstate truck rate shall be used.

- 2  
3 (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston,  
4 Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate,  
5 to the railway receiving point nearest the Joint Property.  
6  
7 (d) Macaroni tubing (size less than 2 $\frac{3}{8}$  inch OD) shall be priced at the lowest published out-of-stock prices  
8 f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate  
9 per weight of tubing transferred, to the railway receiving point nearest the Joint Property.  
10

11 (2) Line Pipe

- 12  
13 (a) Line pipe movements (except size 24 inch OD and larger with walls  $\frac{3}{4}$  inch and over) 30,000 pounds or  
14 more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above.  
15 Freight charges shall be calculated from Lorain, Ohio.  
16  
17 (b) Line pipe movements (except size 24 inch OD and larger with walls  $\frac{3}{4}$  inch and over) less than 30,000  
18 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment,  
19 plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular  
20 goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain,  
21 Ohio.  
22  
23 (c) Line pipe 24 inch OD and over and  $\frac{3}{4}$  inch wall and larger shall be priced f.o.b. the point of  
24 manufacture at current new published prices plus transportation cost to the railway receiving point  
25 nearest the Joint Property.  
26  
27 (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall  
28 be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at  
29 prices agreed to by the Parties.  
30

- 31 (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable  
32 supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the  
33 railway receiving point nearest the Joint Property.  
34

- 35 (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current  
36 new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or  
37 point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint  
38 Property. Unused new tubulars will be priced as provided above in Paragraph 2.A.(1) and (2).  
39

40 B. Good Used Material (Condition B)

41 Material in sound and serviceable condition and suitable for reuse without reconditioning:

- 42  
43 (1) Material moved to the Joint Property

44  
45 At seventy-five percent (75%) of current new price, as determined by Paragraph A.

- 46  
47 (2) Material used on and moved from the Joint Property

48  
49 (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was  
50 originally charged to the Joint Account as new Material or

51  
52 (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was  
53 originally charged to the Joint Account as used Material.  
54

- 55  
56 (3) Material not used on and moved from the Joint Property

57  
58 At seventy-five percent (75%) of current new price as determined by Paragraph A.  
59

60 The cost of reconditioning, if any, shall be absorbed by the transferring property.  
61

62 C. Other Used Material

- 63  
64 (1) Condition C

65  
66 Material which is not in sound and serviceable condition and not suitable for its original function until  
67 after reconditioning shall be priced at fifty percent (50%) of current new price as determined by  
68 Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition  
69 C value plus cost of reconditioning does not exceed Condition B value.  
70

1 (2) Condition D  
2

3 Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose  
4 shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material  
5 under procedures normally used by Operator without prior approval of Non-Operators.  
6

7 (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe  
8 of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be  
9 priced at used line pipe prices.  
10

11 (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g.  
12 power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe.  
13 Upset tubular goods shall be priced on a non upset basis.  
14

15 (3) Condition E  
16

17 Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under  
18 procedures normally utilized by Operator without prior approval of Non-Operators.  
19

20 D. Obsolete Material  
21

22 Material which is serviceable and usable for its original function but condition and/or value of such Material  
23 is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by  
24 the Parties. Such price should result in the Joint Account being charged with the value of the service  
25 rendered by such Material.  
26

27 E. Pricing Conditions  
28

29 (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢)  
30 per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs  
31 sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year  
32 following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in  
33 Section III, Paragraph 1.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and  
34 shall be the rate in effect until the first day of April next year. Such rate shall be published each year  
35 by the Council of Petroleum Accountants Societies.  
36

37 (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down  
38 price of new Material.  
39

40 3. Premium Prices  
41

42 Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other  
43 unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required  
44 Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it  
45 to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing  
46 Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within  
47 ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use  
48 and acceptable to Operator.  
49

50 4. Warranty of Material Furnished By Operator  
51

52 Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint  
53 Account until adjustment has been received by Operator from the manufacturers or their agents.  
54

55 V. INVENTORIES  
56

57 The Operator shall maintain detailed records of Controllable Material.  
58

59 1. Periodic Inventories, Notice and Representation  
60

61 At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice  
62 of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that  
63 Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an  
64 inventory shall bind Non-Operators to accept the inventory taken by Operator.  
65

66 2. Reconciliation and Adjustment of Inventories  
67

68 Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six  
69 months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for  
70



1 overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

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3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

- A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.
- B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

**Exhibit "D"**  
**to Brine Unit Operating Agreement**  
**INSURANCE**

- A. Unit Operator shall carry the following insurance coverage operations under this agreement at the expense and for the benefit of the parties hereto and shall require contractors and subcontractors to carry the same to-wit:
- (1) Worker's Compensation and Employer's Liability Insurance as required by the laws of the state where the property is located.
  - (2) Insurance coverage on equipment as the operator deems necessary for the protection of the joint account.
  - (3) Operator is self-insured, or will carry and maintain in force for its benefit such insurance coverage as Operator in its sole opinion deems necessary to protect it from loss, as to Operator's interest only for all forms of liability insurance including blowout insurance, environmental injury insurance, comprehensive general liability insurance and automobile liability insurance. Each non-operator agrees to obtain any such liability insurance required by such non-operator and each parties' cost for such insurance will be borne by that party alone and will not be charged to the joint account.
- B. Unit Operator may carry and maintain in force for its benefit insurance of the type and in the amount which Operator in its sole opinion deems necessary to protect it from loss resulting from any claims, damages, causes of action of legal liability in favor of a surface or mineral owner of lands covered hereby, arising out of, in connection with, or as an incident to any act or omission of Operator, its officers, agents or employees in carrying out its responsibilities under this Agreement.

EXHIBIT "E"

to Brine Unit Operating Agreement

BRINE BALANCING AGREEMENT

This Brine Balancing Agreement ("BBA") is entered into, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between TETRA Technologies, Inc. ("Operator"), a Delaware corporation, and \_\_\_\_\_.

1. Definitions. When used in this BBA, the following terms shall have the meanings as follows:

a. "Brine" shall mean salt water whether contained in or removed from an aquifer; the term is inclusive of all other substances produced with such salt water.

b. "Gas Delivery Point" shall mean the location in the Unit at which Operator is to deliver and Non-Operator is to take Natural Gas.

c. "Improvements" shall mean all equipment, facilities, and/or pipeline system modifications constructed, installed and/or made pursuant to Paragraphs 4 or 5 of this BBA.

d. "JOA" shall mean the Brine Unit Operating Agreement for Operator's Evergreen Unit dated April \_\_\_\_, 2023 entered into by Operator, Non-Operator, and certain third parties relating to the participation of such parties in the production of Brine from Operator's Evergreen Unit.

e. "Natural Gas" shall mean the natural gas contained in the Brine produced from the Unit, measured based upon the average concentration of sulfur contained within such gas.

f. "Re-Delivery Point" shall mean the point at which Non-Operator shall redeliver and Operator shall take Tail Brine in accordance with this BBA.

g. "Salt Water" shall mean the liquid contained in the Brine produced from the Unit measured by the weighted average concentration of elemental bromine contained within such Salt Water.

h. "Salt Water Delivery Point" shall mean the location at which Operator shall deliver and Non-Operator shall take Salt Water in accordance with this BBA.

i. "Tail Brine" shall mean "Effluent" as defined in Article I(M) of the JOA.

j. "Unit" shall mean Operator's Evergreen Unit located in Lafayette and Columbia Counties, Arkansas defined by the Arkansas Oil and Gas Commission Order establishing such Unit and any amendments thereof approved by the Oil and Gas Commission after the date of this BBA.

2. Intent. Each party is entitled to its share of Brine produced from the Unit as permitted in accordance with the provisions of the JOA. Non-Operator has elected to take Brine, in-kind, pursuant to Article VII of the JOA. The parties are entering into this BBA in order to implement procedures to facilitate Non-Operator's in-kind taking of such Brine and to provide a method of balancing Brine production from the Unit when one party takes (or is allocated) more or less Salt Water than such party's proportionate share and/or more or less Natural Gas than such party's proportionate share.

3. Delivery and Re-Delivery Points: Rights-of-way. Operator agrees to deliver and Non-Operator agrees to take Salt Water at the Salt Water Delivery Point and Natural Gas at the Gas Delivery Point. The Salt Water Delivery Point and the Gas Delivery Point are shown on a survey plat, which is attached hereto as Exhibit A and made a part hereof. Non-Operator agrees to redeliver Tail Brine to Operator and Operator agrees to take Tail Brine from Non-Operator at the

Re-Delivery Point, which point is shown on Exhibit A attached hereto. Exhibit A also sets forth the legal description of the Salt Water Delivery Point, Gas Delivery Point, and Redelivery Point. Contemporaneous with the execution and delivery of this BBA, Operator and Non-Operator will execute and deliver a Terminable Grant Of Pipeline Right-of-Way in the form attached hereto as Exhibit B, providing for certain pipeline rights-of-way granted by Operator to Non-Operator across lands owned by Operator for the transport of Salt Water to processing facilities owned by Non-Operator. A depiction and legal description of such rights-of-way are set forth on Exhibit A attached hereto. Non-Operator shall obtain all rights of way to access lands owned by third parties required for the performance of this BBA and shall hold Operator harmless from any liabilities, claims, or causes of such third parties arising out of Non-Operator's acts or omissions.

4. Improvements to be Constructed by Operator at Non-Operator's Expense.

Operator, at Non-Operator's expense, shall install valves in Operator's pipeline systems at the Salt Water Delivery Point, the Gas Delivery Point, and the Re-Delivery Point. Operator, at Non-Operator's expense, shall construct such Improvements to Operator's pipeline system which the parties have mutually agreed are necessary to implement the provisions of this BBA and which are described on Exhibit C attached hereto and made part hereof. Operator shall construct such pipelines within the rights-of-way granted pursuant to Exhibit B. The parties may from time to time mutually agree that Operator shall construct additional Improvements to its pipeline system at Non-Operator's expense in order to maintain the balance of Salt Water and/or Natural Gas between Operator and Non-Operator. Operator shall be responsible for the design, man hours (including internal time), construction, installation, replacement, repair and maintenance of such Improvements, but agrees to consult with Non-Operator when reasonably appropriate with respect thereto. Non-Operator shall promptly reimburse Operator for 100% of the actual costs of such Improvements and the maintenance and repair of such Improvements, upon receipt of one or more invoices therefore, accompanied by supporting documents, and Non-Operator shall be the owner of such Improvements.

5. Improvements to Be Constructed by Non-Operator at Non-Operator's Expense.

Non-Operator shall construct, at its sole expense, all pipelines required to transport Salt Water and Natural Gas between its processing plant and the Salt Water Delivery Point and the Gas Delivery Point, and the pipeline required to transport Tail Brine from Non-Operator's

processing plant to the point at Non-Operator's property line boundary as shown on Exhibit A. Non-Operator shall construct all such pipelines in such a way as to not disturb Operator's pipelines, and they shall be of such materials and workmanship and such quality as shall be consented to by Operator, which consent will not be unreasonably withheld. Non-Operator shall be responsible, at its sole expense, for all other equipment and facilities, including, without limitation, all valves, meters, and composite sampling equipment required to perform its obligations under this BBA.

6. Unit Costs. Notwithstanding this BBA, Non-Operator shall continue to own its undivided interest in all Unit wells. Non-Operator shall continue to be responsible for its proportionate share of all Unit costs pursuant to the JOA, except that Non-Operator shall not be charged for any Unit costs relating to the processing of Natural Gas, to the extent that Non-Operator takes in-kind its share of Natural Gas from the Unit in accordance with this BBA.

7. Supply Wells Designated for Non-Operator. In order to maintain separation between Operator's and Non-Operator's respective Brine operations, the parties agree that initially Non-Operator will receive its share of Salt Water primarily from Unit wells \_\_\_\_\_ ("Designated Wells"). Notwithstanding the designation of such wells herein for Non-Operator, Operator may from time to time direct to Non-Operator part or all of the Salt Water output of one or more additional Unit supply wells and/or take for Operator's use Salt Water produced from the Designated Wells, as needed to balance Salt Water pursuant to this BBA. If Operator is consistently unable to achieve Salt Water balance in-kind (including quality and quantity) as required by this BBA due to any cause other than the refusal or inability of Non-Operator to take Salt Water, the parties will in good faith and by mutual written agreement designate one or more other Unit wells

to be additional or, as appropriate, primary supply sources for Operator to supply to Non-Operator its share of Salt Water from the Unit at the Salt Water Delivery Point. The parties shall mutually agree in writing as to such other terms and conditions as may be necessary to implement the provisions of this BBA with respect to such wells, including, without limitation, the design, construction, and installation at Non-Operator's expense, of such additional Improvements as may be required.

8. Measurement and Analysis of Salt Water. Operator shall continuously meter the quantity of Salt Water produced from each Unit supply well in the manner required by the Arkansas Oil and Gas Commission. In addition, on a monthly basis, Operator shall analyze a representative sample of the Salt Water produced from each such well during such month to determine the parts-per-million by weight ("ppm") of bromine contained within the Salt Water. In a like manner, Operator and Non-Operator shall continuously meter the quantity of Salt Water flowing through the Salt Water Delivery Point, and on a monthly basis Operator will analyze a composite sample of the Salt Water which flows through the Salt Water Delivery Point. Non-Operator shall also have the right to receive split samples of Salt Water analyzed by Operator, upon reasonable notice, in order to verify Operator's analytical results.

9. Salt Water Balancing Statement. Operator will provide Non-Operator with a monthly Salt Water balancing statement containing the following information:

A. The total production of Salt Water, in barrels, from each Unit supply well during the preceding month;

B. The total production of Salt Water, in barrels, from the Unit during the preceding month;

C. The total production of Salt Water, in barrels, which flowed through the Salt Water Delivery Point within the preceding month, or, if the ppm of bromine within the Salt Water which flowed through the Salt Water Delivery Point materially changed within the preceding month, the total production of Salt Water which flowed through the Salt Water Delivery Point within each interval of different ppm;

D. The ppm of bromine contained within and the specific gravity of the Salt Water produced from each Unit well;

E. The weighted average ppm of bromine contained within the Salt Water produced from the Unit;

F. The ppm of bromine contained within each representative sample of Salt Water which flowed through the Salt Water Delivery Point;

G. A calculation of the number of pounds of bromine contained within the Salt Water produced ("Contained Bromine") from each Unit supply well during the preceding month;

H. A calculation of the total number of pounds of Contained Bromine produced from the Unit during the preceding month;

I. A calculation of the total number of pounds of Contained Bromine which flowed through the Salt Water Delivery Point during the preceding month;

J. A calculation of Non-Operator's total entitlement of Contained Bromine produced from Unit supply wells during the preceding month ("Monthly Salt Water Entitlement");

K. A Calculation of Non-Operator's total cumulative entitlement of Contained Bromine produced from Unit supply wells during the entire period that Non-Operator has taken Brine in-kind (Non-Operator's "Cumulative Salt Water Entitlement");

L. A calculation of the number of pounds of Contained Bromine which Non- Operator received during the preceding month over or under its entitlement to Contained Bromine during such month (i.e., the difference between items I and J of this Paragraph 9) ("Monthly Salt Water Imbalance"); and,

M. A calculation of the cumulative number of pounds of Contained Bromine which Non-Operator has received over or under its Cumulative Salt Water Entitlement ("Cumulative Salt Water Imbalance").

10. Salt Water Balancing. Operator will make adjustments in the quantity of Salt Water and/or the quality of Salt Water, based upon Contained Bromine, which it delivers to Non-Operator at the Salt Water Delivery Point to eliminate any Monthly Salt Water Imbalance as reflected by the most recent monthly Salt Water balancing statement. Operator shall use reasonable best efforts to eliminate any Monthly Salt Water Imbalance within the succeeding month. If Operator cannot eliminate such Monthly Salt Water Imbalance within the succeeding month, it shall use reasonable best efforts to eliminate such Monthly Salt Water Imbalance within the second succeeding month. If Operator cannot eliminate such Monthly Salt Water Imbalance within the second succeeding month such Monthly Salt Water Imbalance shall be resolved in the following manner:

A. Subject to subparagraph B of this Paragraph 10, if Non-Operator has received less than its Monthly Salt Water Entitlement for a particular month, Non-Operator may elect, on a monthly basis, whether to require Operator to continue to eliminate that Monthly Salt Water Imbalance by delivering additional quantities of Salt Water, or, alternatively, to "cash balance" by receiving from Operator, in cash, a sum determined by converting 95 percent of that Monthly Salt Water Imbalance (in pounds of Contained Bromine) to average quality barrels of Salt Water (utilizing the then weighted average ppm of Contained Bromine for the entire Unit minus 150 ppm) and multiplying the number of average quality barrels of Salt Water resulting from such conversion by the price for Unit Brine established by the Arkansas Oil and Gas Commission in its Order establishing the Evergreen Unit or the most recent of any subsequent orders of the Arkansas Oil and Gas Commission amending the price for Unit Brine.

B. Notwithstanding the provisions of Paragraph 10A of this BBA to the contrary, to the extent that any such Monthly Salt Water Imbalance has been caused by Non-Operator's refusal or inability, to take Salt Water tendered by Operator to Non-Operator within the parameters set out in Paragraph 11 of this BBA, Operator, rather than Non-Operator, may make the monthly election whether to continue to eliminate the Monthly Salt Water Imbalance by delivering additional quantities of Salt Water, or to "cash balance" that part of such Monthly Salt Water Imbalance so caused, in the manner set out in Paragraph 10A of this BBA.

C. Subject to subparagraph D of this Paragraph 10, if Non-Operator has received more than its Monthly Salt Water Entitlement in a particular month, Operator may elect, on a monthly basis, whether to eliminate that Monthly Salt Water Imbalance by retaining additional quantities of Salt Water, or, alternatively, to "cash balance" by payment from Non-Operator to Operator calculated in the same to manner set out in Paragraph 10A of this BBA.

D. Notwithstanding the provisions of Paragraph 10C of this BBA to the contrary, to the extent that any such Monthly Salt Water Imbalance has been caused by Operator's refusal or inability to take Salt Water to which Operator is entitled, Non-Operator, rather than Operator, may make the election whether to require Operator to eliminate such Monthly Salt Water Imbalance by delivering less quantities of Salt Water to Non-Operator, or to cash balance that part of such Monthly Salt Water Imbalance so caused by payment from Non-Operator to Operator calculated in the same manner set out in Paragraph 10A of this BBA.

11. Quality and Quantity of Salt Water. Operator shall use reasonable best efforts to ensure that the quantity of Salt Water delivered to Non-Operator at the Salt Water Delivery Point, on a daily basis, is not less than 95 percent, nor more than 105 percent of Non-Operator's proportionate share of the total volume of Salt Water produced from the Unit. Non-Operator shall

not be required to accept in excess of 105 percent of such proportionate share. Operator shall use reasonable best efforts to ensure that the Contained Bromine within Salt Water which flows through the Salt Water Delivery Point is not less than 95 percent nor more than 105 percent of the weighted average ppm of Contained Bromine produced from the Unit Brine at any time.

12. Measurement and Analysis of Natural Gas. Operator shall continuously meter the net quantity of Natural Gas collected by Operator from the entire Unit (which includes all such gas produced either as free gas or as solution gas, except such Natural Gas as is delivered to Non-Operator at the Gas Delivery Point or delivered to Non-Operator at the Salt Water Delivery Point as solution gas contained in the Salt Water). Operator and Non-Operator shall also continuously meter the net quantity of Natural Gas delivered to Non-Operator at the Gas Delivery Point. Each month Operator shall cause a third party laboratory to analyze: (i) a representative sample of the Natural Gas collected by Operator from the Unit, and (ii) a representative sample of the Natural Gas which it delivered to Non-Operator at the Gas Delivery Point, to determine the percentage of Hydrogen Sulfide contained within each such sample.

13. Gas Balancing Statement. Operator will provide Non-Operator with a monthly Gas Balancing Statement containing the following information:

A. The total volume of Natural Gas collected by Operator from the Unit, in thousands of cubic feet ("MCF"), during the preceding month;

B. The total volume of Natural Gas, in MCF, which flowed through the Gas Delivery Point during the preceding month;

C. The percentage of Hydrogen Sulfide contained within the Natural Gas collected by Operator from the Unit based on the analytical results for such month;

D. The percentage of Hydrogen Sulfide contained within the Natural Gas delivered to Non-Operator at the Gas Delivery Point during such month based on the analytical results for such month;

E. A calculation of the total number of pounds of sulfur contained within the Natural Gas ("Contained Sulfur") collected by Operator from the entire Unit during the preceding month;

F. A calculation of the total number of pounds of Contained Sulfur which it delivered to Non-Operator at the Gas Delivery Point during the preceding month;

G. A calculation of the total number of pounds of Contained Sulfur which it delivered to Non-Operator at the Salt Water Delivery Point as solution gas within the Salt Water delivered during the preceding month calculated using the assumption that such Salt Water contains 275 ppm of Hydrogen Sulfide;

H. A calculation of Non-Operator's total share of Contained Sulfur produced from the Unit supply wells during the preceding month ("Monthly Gas Entitlement");

I. A calculation of Non-Operator's total cumulative share of Contained Sulfur produced from the Unit during the entire period that Non-Operator has taken Brine in-kind (Non-Operator's "Cumulative Gas Entitlement");

J. A calculation of the number of pounds of Contained Sulfur which Non-Operator received during the preceding month over or under its entitlement to Contained (which entitlement is the sum of the amounts calculated pursuant to Paragraphs 13F Sulfur and 13G of this BBA) ("Monthly Gas Imbalance"); and,

K. A calculation of the cumulative number of pounds of Contained Sulfur Non-Operator has received over or under its Cumulative Gas Entitlement ("Cumulative Gas Imbalance").

14. Gas Balancing. Operator will make adjustments in the quantity of the Natural Gas delivered to Non-Operator at the Gas Delivery Point to eliminate any Monthly Gas Imbalance as reflected by the most recent monthly Gas balancing statement. Operator shall use reasonable best efforts to eliminate any such Monthly Gas Imbalance within the succeeding month and Non-Operator shall use reasonable best efforts to take any additional quantities of Natural Gas tendered to Non-Operator for makeup purposes, within the parameters described in Paragraph 15 of this BBA. If Operator cannot eliminate such Monthly Gas Imbalance within the succeeding month, it shall use reasonable best efforts to eliminate such Monthly Gas Imbalance within the second succeeding month, and Non-Operator shall use reasonable best efforts to take any additional quantities of Natural Gas tendered to Non-Operator for makeup purposes within the parameters set out in Paragraph 15 of this BBA. If Operator cannot eliminate such Monthly Gas Imbalance within the second succeeding month, Operator shall use reasonable best efforts to eliminate such Monthly Gas Imbalance within the third succeeding month, and Non-Operator shall use reasonable best efforts to take any additional quantities of Natural Gas tendered to Non-Operator for make-up purposes within the parameters set out in Paragraph 15 of this BBA. If Operator cannot eliminate such Monthly Gas Imbalance within the third succeeding month, such Monthly Gas Imbalance shall be resolved in the following manner:

A. Subject to subparagraph B of this Paragraph 14, if Non-Operator has received less than its Monthly Gas Entitlement for a particular month, Operator shall continue to use reasonable best efforts to eliminate that Monthly Gas Imbalance and Non-Operator shall continue to use reasonable best efforts to take any quantities of Natural Gas tendered to Non-Operator for balancing purposes within the parameters set out in Paragraph 15 of this BBA.

B. Notwithstanding the provisions of Paragraph 14A of this BBA to the contrary, to the extent that any such Monthly Gas Imbalance has been caused by Non-Operator's failure or inability to take Natural Gas tendered by Operator to Non-Operator within the parameters set out in Paragraph 15 of this BBA, Operator, rather than Non-Operator, may make the election whether to continue to eliminate the Monthly Gas Imbalance by delivering additional quantities of Natural Gas, or to decrease Non-Operator's Cumulative Salt Water Entitlement (even if the result is a negative number) by the percentage that the part of the Cumulative Gas Imbalance caused by Non-Operator's failure or inability to take Natural Gas bears to Non-Operator's Cumulative Gas Entitlement.

C. If Non-Operator has received more than its Monthly Gas Entitlement, Operator shall continue to use reasonable best efforts to eliminate that Monthly Gas Imbalance by curtailing the supply of Natural Gas tendered to Non-Operator (after consulting with Non-Operator) in a manner designed to minimize the likelihood of damage to Non-Operator's gas processing equipment.

D. Notwithstanding the provisions of Paragraph 14C of this BBA to the contrary, to the extent that any Monthly Gas Imbalance has been caused by Operator's refusal or inability to take Operator's share of its Natural Gas during the month in question, Non-Operator, rather than Operator, may make the monthly election whether to eliminate the Monthly Gas Imbalance by requiring Operator to deliver lesser quantities of Natural Gas to Non-Operator in subsequent month(s) or, alternatively, to decrease Non-Operator's Cumulative Gas Imbalance by the percentage that the part of the Gas Imbalance caused by Operator's refusal or inability to take Natural Gas bears to Non-Operator's Cumulative Gas Imbalance.

15. Natural Gas Quality and Quantity. Operator shall use reasonable best efforts to insure that the combined quantity of Natural Gas delivered to Non-Operator at the Gas Delivery Point and solution gas within the Salt Water delivered to Non-Operator at the Salt Water Delivery Point, on a daily basis, is not less than 95 percent, nor more than 105 percent of Non-Operator's proportionate share of the total volume of Natural Gas produced from the Unit, provided that Non-Operator shall not be required to accept in excess of 105 percent of such proportionate share. Operator shall use reasonable best efforts to ensure that the percentage of Contained Sulfur within Natural Gas so delivered to Non-Operator is not less than 95 percent nor more than 105 percent of



the weighted average percentage of Contained Sulfur within the Natural Gas, including solution gas, produced from the Unit, at any time.

16. Re-Delivery of Non-Operator's Tail Brine. Non-Operator shall redeliver its Tail Brine to the Re-Delivery Point.

17. Tail Brine Specifications. All Tail Brine delivered to the Re-Delivery Point shall meet the specifications set forth in Exhibit D ("Specifications") attached hereto and made a part hereof. Operator may modify the Specifications from time to time, effective a minimum of ninety (90) days following receipt of written notice thereof to Non-Operator (notwithstanding such ninety (90) day minimum notice, Operator will in good faith notify Non-Operator promptly if Operator has actual knowledge that such specifications will be modified for Operator's own operations), unless, because of government regulations or orders, less notice cannot be reasonably avoided. The initial Specifications and any modified Specifications shall not be more stringent than those which are achieved on a consistent basis by Operator's own operations in the Unit. Non-Operator shall comply with all governmental regulations or orders with respect to any modification of the Specifications within the time required pursuant to the applicable governmental regulation or order. With respect to modifications to the Specifications, which are not required by governmental regulations or orders, Non-Operator shall use reasonable best efforts to comply within the ninety (90) day notice period, but in the event Non-Operator is unable to do so, Operator shall consent to an extension of time in order to allow Non-Operator the same amount of time as Operator had available to achieve compliance for its own operations.

18. Tail Brine Quality Assurance. Non-Operator shall on a daily basis analyze a representative sample of its Tail Brine in accordance with the analytical methods and procedures described in Paragraph 19 hereof. Operator shall have the right to receive split samples of Tail Brine analyzed by Non-Operator, upon reasonable notice, in order to verify Non-Operator's analytical results. Non-Operator shall promptly notify Operator in the event Non-Operator's Tail Brine fails to conform to the Specifications, and Non-Operator shall promptly use reasonable best efforts to remedy the nonconformance. If Non-Operator is unable to promptly remedy such nonconformance, Operator may at its option stop delivery of Salt Water to Non-Operator and treat any resulting Salt Water Imbalance as having been caused by Non-Operator's refusal or inability to take Salt Water pursuant to Paragraph 10B of this BBA until such time as Non-Operator remedies the failure of Tail Brine to meet the Specifications.

19. Analytical Testing Procedures. Attached to this BBA as Exhibit E, and made a part hereof, are the analytical methods and procedures which the parties agree to utilize for analyzing Salt Water, Natural Gas, and Tail Brine.

20. Notices Concerning Taking In-Kind. Non-Operator shall furnish Operator with at least 90-day prior written notice of the date on which Non-Operator desires to commence taking deliveries in-kind of Salt Water and Natural Gas. If Non-Operator, pursuant to Article VII of the JOA, elects from time to time to cease taking its share of Brine in-kind and sell its Brine to Operator, Non-Operator shall give Operator 60-day prior written notice of such election in each such instance, and thereafter, 60-day prior written notice of each subsequent election to resume taking Brine in-kind.

21. Conduct of Operations. Each party agrees to exercise its rights and conduct its operations pursuant to the JOA and this BBA in such a manner so as not to damage any of the other's pipelines or facilities. Operator will maintain the pipelines which supply Salt Water and Natural Gas to Non-Operator in the same manner as it maintains its own pipelines.

22. Ad Valorem Taxes. To the extent that any Improvements pursuant to Paragraphs 4 or 5 of this BBA are subject to ad valorem truces, Non-Operator will separately assess and pay all such ad valorem and other truces applicable to the Improvements and will hold Operator harmless from liability for any such taxes.

23. Indemnification. Subject to Paragraph 24 hereof, each party shall indemnify and hold harmless the other party, its parent company, subsidiaries, affiliates and their respective officers, directors, employees, representatives and agents, ("Indemnified Parties") from and against any and all claims, demands, actions, causes, damages, losses, fines, penalties, expenses (including costs and attorney's fees) to the extent arising out of:

(a) any breach of this BBA by the party required to provide indemnification ("Indemnifying Party");

(b) loss or damage to property, or injury, illness, and/or death of any person, other than employees, agents, servants or representatives of the Indemnified Party, which is caused or alleged to have been caused by any act or omission of the Indemnifying Party in connection with the performance of this BBA;

(c) any contamination of, adverse effects on, or damage to the environment, or other violation of any environmental or other laws or regulations, sustained or brought by any person, firm, corporation, association, or governmental authority resulting from the performance of this BBA by the Indemnifying Party;

(d) any claims by any employee, agent, servant, or representative of the Indemnifying Party for loss or damage to property or injury, illness, and/or death.

24. Limitation of Warranty and Limitation of Liability. OPERATOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE SALT WATER AND/OR NATURAL GAS. Neither party shall be liable to the other for consequential damages, including damages for lost profits or loss of business value or opportunities due to any claim or cause whatsoever whether in contract, negligence, strict liability, other tort or otherwise.

25. Defense of Claims. At the request of any Indemnified Party, the Indemnifying Party shall, at its expense, cause any such claim, suit or proceeding to be defended by counsel approved by the Indemnified Party, and the Indemnified Party shall have the right, at its own expense, to participate in the investigation, defense, settlement and/or compromise of the same.

26. Compliance With Law. Each party agrees to comply with all federal, state and municipal laws, rules or regulations relating to the performance of its obligations under this BBA.

27. Assignment. This BBA shall be binding upon and shall inure to the benefit of the Operator and its respective heirs, devisees, legal representatives, successors, and assigns. This BBA and the rights granted herein are not assignable or otherwise transferable by operation of law or otherwise by Non-Operator, without the prior written consent of Operator which consent shall not be unreasonably withheld, and any such assignment or transfer without such consent shall be null and void and of no force and effect. Notwithstanding the foregoing provisions of this Paragraph, Non-Operator may assign this Agreement to any affiliate or subsidiary of Non-Operator or any successor in interest to that portion of the business of Non-Operator to which this Agreement relates, provided, however, that Non-Operator shall also assign to such assignee 100% of its interest in the Unit under the JOA.

28. Term. The term of this BBA shall commence on the effective date hereof and continue for as long as the JOA, as amended from time to time, remains in effect.

29. Choice of Law. The parties agree that this BBA will be construed under the laws of the State of Arkansas, including its laws with respect to conflicts of law.

30. Paragraph Titles. The paragraph titles of this BBA are for convenience only and are not a substantive part of this BBA.

31. Amendment of JOA. The JOA is hereby amended, with respect to the rights and duties of Operator and Non-Operator to one another only, to reflect, in Article II of the JOA that this BBA shall be Exhibit "E" to the JOA, and with respect to Operator and Non-Operator, all references in the JOA to a "gas balancing agreement" shall be deemed to mean this BBA. In the event of any irreconcilable conflict or inconsistency between the terms of this BBA and the terms of the JOA, the terms of this BBA shall prevail with respect to such conflict or inconsistency insofar as the matter affects the parties to this BBA only. Except as specifically provided herein, this BBA does not amend the terms of the JOA, including, without limitation, the right of Non-Operator pursuant to Article VII of the JOA to elect from time to time to sell Non-Operator's Brine to Operator in accordance with the JOA. In the event of termination or expiration of this BBA, the JOA will survive to the extent provided by its terms.

32. Force Majure. Neither party shall be liable to the other for failure to perform hereunder due to force majeure, including, but not limited to, war, riots, fire, explosion, accident, strikes, blackout, labor disputes, sabotage, act of governmental authority, flood, fire, act of God, breakage of machinery or apparatus or inability to procure or to use raw materials, fuel, power containers or transportation facilities; provided, however, that if any imbalance is a result of force majeure, this Paragraph 32 shall not limit, waive, or delay the rights of either party to take any action permitted by this BBA with respect to balancing.

33. Non-Waiver. Any failure to enforce any of the terms of this BBA by either party at any time shall not in any way limit or waive such party's rights thereafter to enforce or require compliance with the terms of this BBA.

34. Severability. If any provision of this BBA is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction in which the BBA is sought to be enforced, such provision shall be amended to conform to applicable laws or such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intent of the parties, it shall be stricken; the validity, legality, and enforceability of such provision will not in any way be effected or impaired thereby in any other jurisdiction; and the remainder of this BBA shall remain in full force and effect.

35. Notices. Any notice provided for under this BBA shall be in writing and shall be given by mail, telefax, or hand delivery and shall be addressed to the party to be notified at the address provided below, or such other address as either party hereto may from time to time designate:

If to Operator:

\_\_\_\_\_  
TETRA Technologies, Inc.  
24955 Interstate 45 North  
The Woodlands, TX 77380  
Phone: 281-357-1983  
Fax: 281-354-4398

If to Non-Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

36. Dispute Resolution.

A. In the event of any dispute or disagreement between Operator and Non-Operator as to the interpretation of any provision of this BBA (or the performance of obligations hereunder), the dispute, upon written request of Operator or Non-Operator, shall be referred to representatives of the parties for decision, each party being represented by a senior executive officer. Such senior

executive officers shall meet promptly in a good faith effort to resolve the dispute. If such officers do not agree upon a decision within sixty (60) days, or such other period as shall be mutually agreed, after reference of the matter to them, the matter promptly shall be submitted to an individual or organization recognized in the field of alternate dispute resolution as may be agreed upon by the parties (collectively referred to as the "Advisor"). The Advisor shall, within thirty (30) calendar days of its receipt of the parties' request for assistance, recommend to the parties in writing a procedure for resolving such dispute. Such procedure may be non-binding, binding or may be a multi-step procedure involving both non-binding and binding procedures. The Advisor's recommendation shall also set forth rules for the recommended process including without limitation: (i) a schedule for the exchange of documents and short narrative statements summarizing each party's position on the dispute; (ii) if appropriate in the Advisor's view, an expedited discovery schedule; (iii) the format and location of the procedure; and (iv) the time period in which such process is to be completed. For the purposes of this Paragraph 36, the Advisor and any other individual who supervises any portion of the procedure may be individually referred to as the "Hearing Official".

B. If the parties do not mutually approve the Advisor's recommendations within fifteen (15) days, the parties agree to present their respective cases at a non-binding hearing (the "Mediation"), the rules of which shall be established by the Advisor after consultation with the parties. At the conclusion of the Mediation, the senior executive officers shall meet and attempt to resolve the matter. If the matter cannot be resolved within such period as the Advisor deems reasonable, the Advisor shall (upon request of either party) certify to the parties that the dispute is incapable of resolution through the dispute resolution process.

C. The parties shall bear respective costs incurred in connection with the procedures described in this Paragraph 36, except that the parties shall share equally the fees and expenses of the Advisor and any Hearing Official and the costs of the facility for the hearing.

D. No litigation may commence concerning the matter in dispute during the procedures described in this Paragraph 36 unless the Advisor certifies to the parties in writing that the dispute is incapable of resolution: provided that any party may commence litigation if it reasonably determines that the commencement of litigation is necessary to preserve the claim because of an applicable statute of limitations.

E. Notwithstanding anything to the contrary contained in this Paragraph 36, the parties shall execute an agreement with any Hearing Official which shall (1) prohibit any ex parte contacts with any Hearing Official without the explicit consent of the other party, unless such contacts are initiated by that Hearing Official, and (2) require any Hearing Official to treat any information conveyed to him as confidential and prohibit his disclosure of any confidential or trade secret information. Because all procedures provided for in this Paragraph 36 are conducted for the purpose of settlement of disputes, the agreement shall also provide that the Hearing Official will be disqualified as a trial witness, consultant, or expert for any party, and all materials generated by or related to the procedures conducted pursuant to this Paragraph 36 are inadmissible for any purpose by virtue of Rule 408 of the Federal Rules of Evidence and the principles expressed therein.

37. Failure of Essential Purpose. In the event unforeseen circumstances cause this BBA to fail of its essential purpose of providing a mechanism for the in-kind taking of Brine by Non-Operator, either party may so notify the other party in writing specifying such unforeseen circumstances and the manner in which this BBA has failed of its essential purpose. The parties agree to negotiate in good faith, without obligation to agree, appropriate amendments to this BBA.

IN WITNESS WHEREOF, the parties have caused this BBA to be executed as of the day and year first written above.

**Exhibit "F"**  
**to Brine Unit Operating Agreement**  
**Federal Contract Supplement**

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EXHIBIT "F"

FEDERAL CONTRACT SUPPLEMENT

By the attachment of this certificate to the operating agreement, Operator hereby certifies to comply with all applicable portions hereof. In addition, Operator will insure that all Contractors agree that as to all current contracts and purchase orders as defined below, heretofore issued or entered into by Operator, as Purchaser, for the furnishing of supplies or services by Contractor and as to each such contract and purchase order, as defined below, which may hereafter be issued or entered into by Operator in favor of Contractor, the Contractor agrees to the provisions of Sections II through XII as shown below to the extent required by the applicable law, executive order, rules, regulations or orders; and Contractor agrees that the said provisions are and shall be automatically a part of and supplement to each such past and future contract and purchase order, as defined below, to be binding upon the Contractor, his successors and assigns to the same extent, effect and purpose as if physically incorporated into such past and future contract and purchase order and copied therein completely.

I Definitions

For purposes of this contract supplement, the words contract and purchase order shall mean any agreement or arrangement between Operator and Contractor for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, are necessary to the performance of the aforementioned operating agreement.

II Equal Opportunity Clause  
(Transactions exceeding \$10,000):

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of Paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III Certification of Nonsegregated Facilities  
(Transactions exceeding \$10,000):

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of

1 race, color, religion or national origin, because of habit, local custom or  
 2 otherwise. He further agrees that (except where he has obtained identical  
 3 certifications from proposed subcontractors for specified time periods) he will  
 4 obtain identical certifications from proposed subcontractors prior to the award of  
 5 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal  
 6 Opportunity clause; that he will retain such certifications in his files; and that  
 7 he will forward the following notice to such proposed subcontractors (except where  
 8 the proposed subcontractors have submitted identical certifications for specific time  
 9 periods):

10  
 11 NOTICE TO PROSPECTIVE SUBCONTRACTORS  
 12 OF REQUIREMENT FOR CERTIFICATIONS  
 13 OF NONSEGREGATED FACILITIES  
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15 A Certificate of Nonsegregated Facilities must be submitted prior to the award  
 16 of a subcontract exceeding \$10,000 which is not exempt from the provisions of the  
 17 Equal Opportunity clause. The certification may be submitted either for each  
 18 subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually,  
 19 or annually).

20  
 21 IV Vietnam Era and Disable Veterans Employment  
 22 (Transactions of \$10,000 or more):

23 The contractor certifies that he complies with the Vietnam Era Veterans  
 24 Readjustment Act of 1974 as implemented by 41 CFR 60-250.

25  
 26 V Employment of Qualified Handicapped Individuals  
 27 (Transaction of \$2,500 or more):

28 The Contractor certifies that he complies with the Rehabilitation Act of 1973,  
 29 as amended, as implemented by 41 CFR 60-741.

30  
 31 VI Certification of Employer Information Report EEO-1 and  
 32 Written Affirmative Action Program  
 33 (Transaction of \$50,000 or more for contractors with 50 or more employees):

34 The Contractor agrees and certifies that he will file a complete and accurate  
 35 report on Standard Form 100 (EEO-1) with the Joint Reporting Committee at the  
 36 appropriate address per the current instructions within the time required by law and  
 37 otherwise comply with and file such other compliance reports as may be required under  
 38 Executive Order 11246, as amended, and rules and regulations adopted thereunder.

39 The Contractor further agrees and certifies that he will develop a written  
 40 affirmative action compliance program for each of his establishments as required by  
 41 Title 41, Code of Federal Regulations, Section 60-1.40 and Section 60.2.

42  
 43 VII Age Discrimination

44 Contractor agrees to comply with Executive Order 11141 of February 13, 1964,  
 45 and the Age Discrimination in Employment Act of 1967, 29 U. S. C. 621 et. seq.

46  
 47 VIII Utilization of Minority Business Enterprises  
 48 (Transactions of \$10,000 or more):

49 The Contractor agrees to use his best efforts to give maximum practicable  
 50 opportunities to minority business enterprises to participate in his subcontracts and  
 51 supply contracts to the fullest extent consistent with the efficient performance of  
 52 this contract. As used in this contract, the term "minority business enterprise"  
 53 means a business, at least 50 percent of which is owned by minority group members or,  
 54 in case of publicly-owned business, at least 51 percent of the stock of which is  
 55 owned by minority group members. For the purposes of this definition, minority  
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