

**Exhibit E**

**Purchase and Sale Agreement**

*The original Purchase and Sale Agreement was filed at Docket No. 265-1. Attached hereto is an amendment to the Purchase and Sale Agreement.*

**FIRST AMENDMENT  
TO PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (this “**Amendment**”), dated as of December 21, 2020, is made and entered into by and among Ursa Piceance LLC, a Delaware limited liability company (“**Ursa Piceance**”), Ursa Piceance Pipeline LLC, a Delaware limited liability company (“**Ursa Pipeline**”), Ursa Operating Company LLC, a Delaware limited liability company (“**Ursa Operating**”), and Ursa Piceance Holdings LLC, a Delaware limited liability company (“**Ursa Holdings**”), and together with Ursa Piceance, Ursa Pipeline and Ursa Operating, “**Sellers**” and each individually a “**Seller**”, and Terra Energy Partners LLC, a Delaware limited liability company (“**Purchaser**”). Sellers and Purchaser may be referred to collectively as the “**Parties**” or individually as a “**Party**.” Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

**WHEREAS**, Sellers and Purchaser have entered into, and desire to amend, that certain Purchase and Sale Agreement dated as of November 10, 2020 (as further amended, restated or supplemented from time to time, the “**Purchase Agreement**”); and

**WHEREAS**, the Sale Order provides that the Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Bankruptcy Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors’ (as defined in the Sale Order) estates.

**NOW, THEREFORE**, in consideration of the Closing of the transaction contemplated under the Purchase Agreement, the mutual premises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendments to the Purchase Agreement**. Notwithstanding anything to the contrary in the Purchase Agreement, the Parties agree that the following amendments to the Purchase Agreement are made effective as of the Execution Date:

- (a) Exhibit A-8 to the Purchase Agreement is hereby deleted in its entirety and replaced with **Exhibit A-8** as attached to this Amendment.
- (b) Schedule 8.7 to the Purchase Agreement is hereby deleted in its entirety and replaced with **Schedule 8.7** as attached to this Amendment.
- (c) Section 8.7 of the Purchase Agreement of the PSA shall be deleted in its entirety and replaced with the following:

“**Replacement or Transfer of Bonds, Letters of Credit and Guaranties**. Prior to the Closing, Purchaser will either (a) obtain, or cause to be obtained in the name of Purchaser or an Affiliate of Purchaser, replacements for the bonds, letters of credit and guaranties identified on and only as to the amounts set forth on **Schedule 8.7** to

the extent such replacements are necessary to permit the cancellation of the bonds, letters of credit and guaranties posted by Sellers or (b) cooperate with Sellers, and Sellers shall transfer, or cause to be transferred, to and in the name of Purchaser or an Affiliate of Purchaser the bonds, letters of credit and guaranties identified on and only as to the amounts set forth on Schedule 8.7. If Purchaser and its Affiliates fail to obtain any replacement for, or transfer of, any bond, letter of credit, guaranty or other credit support obligation as required by this Section 8.7 and by the time required under this Section 8.7 (other than as a result of the actions or omissions of Sellers), or if the transfer to Purchaser or its Affiliate of any bond set forth on Schedule 8.7 causes any Seller to pay or suffer any amounts under such bond after the Closing Date which such Seller would not reasonably be expected to have paid or suffered if such bond had instead been replaced in accordance with this Section 8.7, then in each case, (i) Purchaser agrees to reimburse Seller Group upon request for any amounts paid or suffered under any Credit Support after the Closing Date and (ii) until such time as Purchaser or its Affiliate obtains a replacement or transfer, Purchaser will secure such obligation by providing to Sellers back-to-back credit support reasonably acceptable to Sellers and Purchaser for the benefit of Sellers with respect to each credit support obligation of Sellers covering the Assets that remains in place at such time. In addition, notwithstanding anything else herein to the contrary, Purchaser assumes, indemnifies and agrees to hold harmless Sellers from any claim for reimbursement or otherwise made by any issuer of any bond transferred to Purchaser to the extent such claim is made in connection with the Assumed Purchaser Obligations. If Purchaser or any Affiliate of Purchaser is obligated to post any bonds, letters of credit, guaranties or any other form of credit support in connection with a request for adequate assurance of performance by any counterparty to an Available Contract which is designated by Purchaser as an Assumed Contract pursuant to Section 2.6, Purchaser shall have the right, but not the obligation, to elect for Sellers to reject such Available Contract pursuant and subject to Section 2.6 and such Available Contract shall constitute an Excluded Contract in lieu of Purchaser's election to cause Sellers to assume the applicable Contract and Purchaser's or its Affiliates obligation to post the bond or other credit support."

- (d) Section 10.3(f) of the Purchase Agreement of the PSA shall be deleted in its entirety and replaced with the following:

"evidence of the replacement or transfer of the bonds, guaranties and letters of credit required pursuant to Section 8.7, including any name change riders issued by the surety of any such bonds in connection with the transfer thereof;"

2. **Confirmation**. Except as otherwise provided herein, the provisions of the Purchase Agreement shall remain in full force and effect in accordance with their respective terms following the execution of this Amendment.

3. **Conflicts**. This Amendment amends and supplements the terms and conditions of the Purchase Agreement. If any provision of this Amendment is construed to conflict with any provision of the Purchase Agreement (except as otherwise expressly provided in this

Amendment), the provisions of Amendment shall be deemed controlling to the extent of that conflict.

4. **Entire Agreement.** This Amendment, the Purchase Agreement (including, for purposes of certainty, the Appendices, Exhibits and Schedules attached thereto), the documents to be executed under the Purchase Agreement, including the Conveyances and the Deeds, the Escrow Agreement and the Confidentiality Agreement constitute the entire agreement among the Parties pertaining to the subject matter hereof and thereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof and thereof.

5. **Incorporation.** Sections 14.1, 14.2, 14.3, 14.6, 14.10, 14.14, 14.16, 14.20 and 14.21 of the Purchase Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*.

6. **Amendment.** The Parties acknowledge and agree that this Amendment complies with Section 14.8 of the Purchase Agreement and the Sale Order.

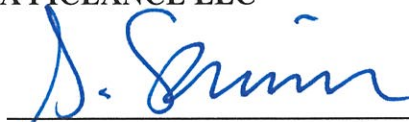
7. **Filing.** The Sellers shall promptly file this Amendment with the Bankruptcy Court in accordance with the Sale Order.

[SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, Sellers and Purchaser have executed and delivered this Amendment on the date first written above.

Sellers:

**URSA PICEANCE LLC**

By:   
Name: Steve Skinner  
Title: President & Chief Executive Officer

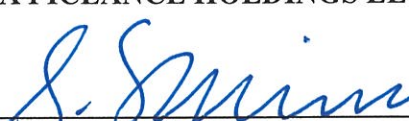
**URSA PICEANCE PIPELINE LLC**

By:   
Name: Steve Skinner  
Title: President & Chief Executive Officer

**URSA OPERATING COMPANY LLC**


By:   
Name: Steve Skinner  
Title: President & Chief Executive Officer

**URSA PICEANCE HOLDINGS LLC**

By:   
Name: Steve Skinner  
Title: President & Chief Executive Officer

Purchaser:

**TERRA ENERGY PARTNERS LLC**

By:   
Name: Michael Land  
Title: President and Chief Executive Officer

**Exhibit A-8****Vehicles**

<b>Description of Vehicle*</b>	<b>License Plate#</b>	<b>VIN #</b>	<b>Yr/Make/Model</b>
Dave's truck	953 ZUR	1FTFW1ET1DKD54170	2013 Ford F-150
Dwayne's truck	906 ZPK	1FTFW1EF1DKE34112	2013 Ford F-150
Pool truck	MHO 040	1FTEW1EP6HKE17526	2017 Ford F-150
Darcy's truck	MHO 038	1FTEW1EP4HKE17525	2017 Ford F-150
Tara's truck	QPE 660	1FTEW1EG0FKD03308	2015 Ford F-150
Tyson's Truck	901 ZPK	1FTPW145X4KC61526	2004 Ford F-150
Andrew's truck	MHO 041	1FTEW1EP2HKD88736	2017 Ford F-150
Chris' truck	MHO 039	1FTEW1EP3HKD71587	2017 Ford F-150
Matt's truck	USQ-965	1FTEW1EG3GKE45136	2016 Ford F-150
Carl's Truck	MNO 951	1FTEW1EP8JKD33777	2018 Ford F-150
Four Runner	--	JTEBT17R950054233	2005 Toyota 4RU
ERP Trailer/Spill trailer #3	AOO 418	4YMCL1621GN003857	2016 COTC Silver bumper pull
Spill Trailer #2	330 QJJ	16HCB1010DU086194	2013 Haul UTL
Pump trailer	551 YTR	4GBF1624791019388	2009 DCT
ERP Trailer/Spill trailer #1	AOO 418	5FTDE182791032830	2009 COTC White bumper pull
Flare Trailer	MTO 170	1B9F316263G077135	2003 BLIN

\* All vehicles are owned by Sellers.

**Schedule 8.7**

**Replacement Bonds**

[See attached]



**Replacement Bonds**

Bond Number	Obligee	Principal Name	Bond Amount	Town/County/State	Location Name / #	Description of Bond
RLB0014880	BLM	Ursa Operating Company LLC	\$62,500.00	--	Statewide BLM Lease Bond - Antero Bond 2012	Oil and Gas Statewide Bond - Colorado
ROG0001166	State of Colorado	Ursa Operating Company LLC	\$56,145.00	--	Piceance Basin	Open Conductors in Piceance
ROG0001285	State of Colorado	Ursa Operating Company LLC	\$50,000.00	--	Statewide Form 3 COGCC for Produced Water Transfer Systems.	Statewide Form 3 COGCC for Produced Water Transfer Systems.
ROG0001337	State of Colorado	Ursa Operating Company LLC	\$20,000.00	Garfield County	Valley Farms I Pad	Reclamation Variance Bond
ROG0001338	State of Colorado	Ursa Operating Company LLC	\$28,000.00	Garfield County	Frei A Pad	Reclamation Variance Bond
ROG0001339	State of Colorado	Ursa Operating Company LLC	\$10,000.00	Garfield County	Hangs A Pad	Reclamation Variance Bond
ROG0001340	State of Colorado	Ursa Operating Company LLC	\$10,000.00	Garfield County	Valley Farms O Pad	Reclamation Variance Bond
ROG0001341	State of Colorado	Ursa Operating Company LLC	\$10,000.00	Garfield County	Valley Farms L Pad	Reclamation Variance Bond
ROG0001342	State of Colorado	Ursa Operating Company LLC	\$27,000.00	Garfield County	Watson Ranch B Pad	Reclamation Variance Bond
ROG0001343	State of Colorado	Ursa Operating Company LLC	\$17,600.00	Rio Blanco County	B-30H	Reclamation Variance Bond
ROG0001344	State of Colorado	Ursa Operating Company LLC	\$14,900.00	Rio Blanco County	Boise C-320	Reclamation Variance Bond
ROG0001345	State of Colorado	Ursa Operating Company LLC	\$19,575.00	Rio Blanco County	C-28P	Reclamation Variance Bond
ROG0001346	State of Colorado	Ursa Operating Company LLC	\$19,675.00	Rio Blanco County	Boise C-27K	Reclamation Variance Bond
ROG0001347	State of Colorado	Ursa Operating Company LLC	\$18,000.00	Rio Blanco County	B-19N	Reclamation Variance Bond
ROG0001348	State of Colorado	Ursa Operating Company LLC	\$14,900.00	Rio Blanco County	A-29D	Reclamation Variance Bond
ROG0001349	State of Colorado	Ursa Operating Company LLC	\$17,600.00	Rio Blanco County	C-23O	Reclamation Variance Bond
ROG0001350	State of Colorado	Ursa Operating Company LLC	\$12,000.00	Garfield County	Mclin A	Reclamation Variance Bond
ROG0001351	State of Colorado	Ursa Operating Company LLC	\$17,000.00	Rio Blanco County	B-19P	Reclamation Variance Bond
ROG0001352	State of Colorado	Ursa Operating Company LLC	\$18,000.00	Rio Blanco County	C-27A	Reclamation Variance Bond
ROG0001353	State of Colorado	Ursa Operating Company LLC	\$15,850.00	Rio Blanco County	C-5F	Reclamation Variance Bond
RLB0014889	State of Colorado	Ursa Operating Company LLC	\$160,000.00	--	Statewide form 3 COGCC Plugging Bond	Plugging Bond - \$100k bond is for blanket and additional \$60k is \$10 for each additional well.
RLB0014890	State of Colorado	Ursa Operating Company LLC	\$25,000.00	--	Form 3 COGCC Statewide Surface Bond	Surface Bond - Blanket
RLB0014904	State of Colorado	Ursa Operating Company LLC	\$1,634,581.00	Garfield County	Wasatch	E&P Waste Facility - Individual
RLB0014919	State of Colorado	Ursa Operating Company LLC	\$50,000.00	--	Form 3 COGCC -Downstream Gas Facilities - Blanket	Downstream Gas Facilities - Blanket
ROG0001160	Garfield County, CO	Ursa Operating Company LLC	\$15,750.00	Garfield County	BMC L Pipeline	Revegetation
ROG0001173	Garfield County, CO	Ursa Operating Company LLC	\$5,500.00	Garfield County	BMC A Pad Pipeline	Revegetation
RLB0014905	Garfield County, CO	Ursa Operating Company LLC	\$23,360.00	Garfield County	Wasatch Water Storage Facility	Indemnity Bond
RLB0015359	Garfield County, CO	Ursa Operating Company LLC	\$8,775.00	GRAD 11-13-3056	Monument Ridge B Pipeline Grading Permit	License & Permit Bond
RLB0015934	Garfield County, CO	Ursa Operating Company LLC	\$5,625.00	GRAD-1-15-3514	Grading permit Yater and Watson B pad	Grading permit Yater and Watson B pad
RLB0016848	Garfield County, CO	Ursa Operating Company LLC	\$5,000.00	GRAD4717	Grading Permit Re-Vegetation	Watson Ranch Visual Mitigation Berm
RLB0016384	Garfield County, CO	Ursa Operating Company LLC	\$5,750.00	GRAD-02-16-4036	Valley O pipeline Grading Permit	Grading Permot Revegetation Bond
ROG0001053	Town of Parachute, CO	Ursa Operating Company LLC	\$25,000.00	--	BMC L Pipeline	Watershed permit # 2017-3 pipeline bond
RLB0016197	Town of Parachute, CO	Ursa Operating Company LLC	\$100,000.00	--	Permit # 2015-1 Topkins lateral and Mon. Ridge B well pad	Watershed Permit COA - Permit # 2015-1
RLB0016063	City of Rifle, CO	Ursa Operating Company LLC	\$550,000.00	--	--	Rifle Watershed District Permit Bond