

☒ Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person * <u>Taibi Edward P.</u> (Last) (First) (Middle) <u>4444 WESTHEIMER ROAD, SUITE G450</u> (Street) <u>HOUSTON TX 77027</u> (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>Archaea Energy Inc. [LFG]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>GC, EVP Strat Init & Gov Aff</u>
	3. Date of Earliest Transaction (Month/Day/Year) <u>12/28/2022</u>	
	4. If Amendment, Date of Original Filed (Month/Day/Year)	
	6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person	

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Class A Common Stock	12/28/2022		D		79,326 ⁽¹⁾	D	(2)(3)(4)(5)	0	D	

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date					

Explanation of Responses:

1. Reflects all restricted stock units ("RSUs") and all performance-based restricted stock units ("PSUs") (assuming achievement at target performance) of the Issuer held by the Reporting Person immediately prior to the Effective Time (as defined below).
2. Pursuant to the Agreement and Plan of Merger, dated October 16, 2022 (the "Merger Agreement"), by and among the Issuer, LFG Acquisition Holdings LLC ("Opco"), BP Products North America Inc. ("Parent"), Condor RTM Inc. ("Merger Sub") and Condor RTM LLC ("Opco Merger Sub"), Merger Sub merged with and into the Issuer, with the Issuer surviving as a wholly owned subsidiary of Parent (the "Issuer Merger"), and Opco Merger Sub merged with and into Opco, with Opco continuing as the surviving company and a wholly owned subsidiary of Parent (the "Opco Merger").
3. Pursuant to the Merger Agreement, 50% of the RSUs and PSUs reported hereby (each, a "Deemed Vested RSU" or a "Deemed Vested PSU," respectively) were, at the effective time of the Issuer Merger (the "Effective Time"), automatically canceled and converted into the right to receive an amount in cash (without interest and subject to applicable withholding taxes) equal to the product of (i) the total number of shares of the Issuer's Class A common stock, par value \$0.0001 per share ("Class A Common Stock"), subject to such Deemed Vested RSU or such Deemed Vested PSU (with such Deemed Vested PSU being deemed achieved at maximum performance), respectively, as of immediately prior to the Effective Time, and (ii) \$26.00.
4. Pursuant to the Merger Agreement, each RSU reported hereby that was outstanding immediately prior to the Effective Time and not a Deemed Vested RSU (an "Unvested RSU") and each PSU reported hereby that was outstanding immediately prior to the Effective Time and not a Deemed Vested PSU (an "Unvested PSU") was, at the Effective Time, automatically canceled and converted into an award representing the right to receive an amount in cash (without interest and subject to applicable withholding taxes) equal to the product of (i) the total number of shares of Class A Common Stock subject to such Unvested RSU or such Unvested PSU (with such Unvested PSU being deemed achieved at maximum performance), respectively, as of immediately prior to the Effective Time (a "Deferred Cash RSU Award" or "Deferred Cash PSU Award," respectively), and (ii) \$26.00.
5. Each Deferred Cash RSU Award or Deferred Cash PSU Award will, subject to the holder's continued service with Parent or its affiliates through the applicable vesting dates, vest and be payable on the earlier of (i) the same time as the Unvested RSU or Unvested PSU for which the Deferred Cash RSU Award or Deferred Cash PSU Award, respectively, was exchanged would have vested and been payable pursuant to its service-based vesting schedule and (ii) December 28, 2023, in each case, subject to full accelerated vesting upon a termination of employment with Parent or its affiliates without "cause" or a resignation for "good reason."

Remarks:

Exhibit List: Exhibit 24 - Power of Attorney

/s/ Mitchell Athey, as Attorney-in-Fact 12/28/2022

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints each of Chad Bellah and Mitchell Athey, the undersigned's true and lawful attorney-in-fact with full power and authority as hereinafter described to:

1. prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") or any rule or regulation of the SEC;
2. execute for and on behalf of the undersigned (a) any Form 3, Form 4 and Form 5 (including amendments thereto) in accordance with Section 16(a) of the Exchange Act and the rules thereunder, (b) Form 144, (c) Schedule 13D or Schedule 13G (including amendments thereto) in accordance with Sections 13(d) and 13(g) of the Exchange Act, (d) Form 13F or Form 13H (including amendments thereto) in accordance with Sections 13(f) and 13(h) of the Exchange Act, and (e) any other forms or reports the undersigned may be required to file in connection with the undersigned's ownership, acquisition or disposition of securities, in each case, only to the extent each form or schedule relates to the undersigned's beneficial ownership, acquisition or disposition of securities of Archaea Energy Inc. ("LFG");
3. do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to prepare, complete and execute any such Form 3, Form 4, Form 5, Form 144, Schedule 13D, Schedule 13G, Form 13F or Form 13H (including any amendments thereto) and timely deliver to and file the forms or schedules with the SEC, any stock exchange or quotation system, self-regulatory association or any other authority and provide a copy as required by law or advisable to such persons as the attorney-in-fact deems appropriate;
4. seek or obtain as the undersigned's representative, and on the undersigned's behalf, information regarding transactions in any LFG securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to such attorney-in-fact and approves and ratifies any such release of information; and
5. take any other action of any type whatsoever in connection with the foregoing that, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming nor relieving any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act. The undersigned acknowledges that the foregoing attorney-in-fact does not assume (i) any liability for the undersigned's responsibility to comply with the requirement of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 16(b) of the Exchange Act.

This Power of Attorney shall remain in full force and effect indefinitely, until revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact. This Power of Attorney revokes all previous powers of attorney with respect to the subject matter of this Power of Attorney.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of 6-14-22.

/s/ Edward Taibi

Name: Edward Taibi

SIGNATURE PAGE TO
POWER OF ATTORNEY (SECTION 16 FORMS)