

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

OMB APPROVAL	
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**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP**

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

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

<b>1. Name and Address of Reporting Person *</b> <u>Torgerson James P</u>  (Last) (First) (Middle) <u>4444 WESTHEIMER ROAD, SUITE G450</u>  (Street) <u>HOUSTON TX 77027</u>  (City) (State) (Zip)	<b>2. Issuer Name and Ticker or Trading Symbol</b> <u>Archaea Energy Inc. [ LFG ]</u>	<b>5. Relationship of Reporting Person(s) to Issuer</b> (Check all applicable) <input checked="" type="checkbox"/> Director 10% Owner Officer (give title below) Other (specify below)
	<b>3. Date of Earliest Transaction (Month/Day/Year)</b> <u>12/28/2022</u>	
	<b>4. If Amendment, Date of Original Filed (Month/Day/Year)</b>	

**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		8,715 <sup>(1)</sup>	D	\$26 <sup>(2)(3)(4)</sup>	0	D	
Class B Common Stock	12/28/2022		D		136,674	D	\$0 <sup>(2)(5)</sup>	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	Title	Amount or Number of Shares				
Class A Units of LFG Acquisition Holdings LLC	(6)	12/28/2022		D			136,674	(6)	(6)	Class A Common Stock	136,674	\$26 <sup>(2)(6)</sup>	0	D	
Warrants	\$11.5	12/28/2022		D			83,968	10/26/2021	09/15/2026	Class A Common Stock	83,968	\$17.91 <sup>(2)(7)</sup>	0	D	

**Explanation of Responses:**

- Includes 6,838 restricted stock units ("RSUs") of the Issuer held by the Reporting Person immediately prior to the Effective Time (as defined below).
- 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").
- At the effective time of the Issuer Merger (the "Effective Time"), each share of the Issuer's Class A common stock, par value \$0.0001 per share ("Class A Common Stock"), that was issued and outstanding as of immediately prior to the Effective Time (other than Owned Company Shares or Dissenting Company Shares, each as defined in the Merger Agreement) was automatically canceled, extinguished and converted into the right to receive \$26.00 in cash, without interest (the "Per Share Price").
- Pursuant to the Merger Agreement, each RSU reported hereby was, at 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 Class A Common Stock subject to such RSU, as of immediately prior to the Effective Time, and (ii) the Per Share Price.
- Pursuant to the Merger Agreement, at the Effective Time, each share of the Issuer's Class B common stock, par value \$0.0001 per share ("Class B Common Stock"), was automatically canceled and extinguished without any conversion thereof or consideration paid therefor.
- Prior to the Effective Time, the Class A Units of Opco (each, an "Opco Unit") (together with the corresponding shares of Class B Common Stock) were exchangeable into shares of Class A Common Stock on a one-for-one basis and had no expiration date. At the effective time of the Opco Merger (the "Opco Merger Effective Time"), pursuant to the Merger Agreement, each Opco Unit held by a holder other than the Issuer or any of its subsidiaries issued and outstanding as of immediately prior to the Opco Merger Effective Time was automatically canceled, extinguished and converted into the right to receive cash in an amount equal to the Per Share Price.
- Pursuant to that certain Amendment No. 1 to Warrant Agreement, dated as of October 16, 2022, by and among the Issuer, Opco and Continental Stock Transfer & Trust Company (the "Warrant Agent"), which amended the Warrant Agreement, dated as of October 21, 2020 (the "Warrant Agreement"), by and among the Issuer (formerly known as Rice Acquisition Corp.), Opco (formerly known as Rice Acquisition Holdings LLC) and the Warrant Agent, immediately following the Opco Merger Effective Time, each warrant of the Issuer that was issued and outstanding immediately prior to the Effective Time was automatically redeemed for the right to receive an amount in cash equal to \$17.91, which is equal to (i) the Per Share Price minus (ii) the Warrant Price (as defined in the Warrant Agreement) as reduced pursuant to the calculation provided in Section 4.4 of the Warrant Agreement, without interest.

**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 Edward Taibi, 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]*

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IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of 6/14/2022.

/s/ James Torgerson

Name: James Torgerson

SIGNATURE PAGE TO  
POWER OF ATTORNEY (SECTION 16 FORMS)

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