

**FIRST AMENDMENT TO
LANDFILL GAS RIGHTS AGREEMENT AND LICENSE AGREEMENT**

This First Amendment to Landfill Gas Rights Agreement and License Agreement (this "Amendment") is effective as of January 3, 2022 (the "Effective Date"), by and among NEWSME LANDFILL OPERATIONS, LLC, a Maine limited liability company ("NEWSME"), ARCHAEA HOLDINGS, LLC, a Delaware limited liability company ("Archaea"), CASELLA WASTE SYSTEMS, INC., a Delaware corporation ("Casella"), and STATE OF MAINE, DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES, BUREAU OF GENERAL SERVICES (the "State"). NEWSME, Archaea, Casella, and the State are collectively referred to herein as "Parties" and each of them as a "Party".

RECITALS

WHEREAS, the State owns the Juniper Ridge Landfill ("Landfill") located at 2828 Bennoch Road, Old Town, Maine, and the State granted Casella the right, license, and privilege to occupy, operate, maintain, repair, design, redesign, construct and utilize the Landfill pursuant to an Operating Services Agreement dated February 5, 2004 (as amended from time to time, the "OSA");

WHEREAS, Casella has assigned its right to take and use any landfill gas generated at the Landfill to NEWSME pursuant to the Assignment Agreement dated June 28, 2019 (the "Assignment Agreement");

WHEREAS, NEWSME granted Archaea, inter alia, the exclusive right to all landfill gas collected by NEWSME from the Landfill and the right to construct, own, modify, relocate, remove, and operate at the Landfill a landfill gas utilization facility (the "LFGTE Facility") pursuant to a Landfill Gas Rights Agreement dated June 28, 2019 (the "Agreement") and contemporaneously therewith, the State granted to Archaea a license to use a portion of the Landfill (the "Licensed Premises") for purposes of the LFGTE Facility pursuant to the License Agreement, dated as of June 28, 2019 (the "License Agreement" and together with the OSA, the Assignment Agreement, and the Agreement, the "Project Agreements"); and

WHEREAS, the Parties wish to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement or the License Agreement, as applicable.
2. Amendment to the Agreement.
 - a. The definition of "Commercial Operation Date" set forth in Section 1.9 of the Agreement is amended and restated in its entirety as follows:

"Commercial Operation Date ("COD") means the date when the LFGTE Facility begins deliveries of a Beneficial End Use Product to a Buyer in compliance with all applicable laws, regulations, ordinances and permits, the OSA and this Agreement ("Commercial Operation"). The COD shall occur no later than two (2) years following the date of approval and granting to Archaea of the last permit required for construction and operation of the LFGTE Facility, and, in any event, no later than December 28, 2023, unless agreed otherwise in writing by the parties."

3. Change of Control Consent. On September 15, 2021, Archaea Energy LLC ("Archaea Energy"), the indirect parent of Archaea, completed a business combination by and among Archaea Energy, Archaea Energy II LLC, a Delaware limited liability company ("Archaea Energy II"), Archaea Energy Inc. (f/k/a Rice Acquisition Corp.) ("Buyer"), and various other parties, pursuant to which among other things (a) Archaea Energy contributed all of its equity interests in Archaea Holdings to Archaea Energy II, and (b) Archaea Energy II merged into a subsidiary of the Buyer, resulting in Archaea becoming a wholly owned subsidiary of the Buyer (the "Transaction"). Notwithstanding any assignment provision in any Project Agreement, the Parties hereby consent to the indirect change in the ownership of a majority of the voting interests in Archaea.
4. Collateral Assignment of License Agreement and Agreement Consent. NEWSME acknowledges that Archaea has and may in the future, at its sole option, secure financing for some or all of the machinery or equipment owned by Archaea and that Archaea requires to perform under the Agreement and hereby consents to any encumbrance or lien on such machinery, equipment or fixtures that make up the LFGTE Facility, or such other machinery, equipment, or fixtures provided by Archaea (the "Archaea Equipment") and hereby consents to a collateral assignment by Archaea of the Archaea Equipment and its rights under the License Agreement and/or the Agreement as required from time to time by any such financing; provided that such collateral assignment obligates the lender and any subsequent assignee of Archaea's rights under the License Agreement or the Agreement to be bound by the terms thereof, by an agreement or instrument satisfactory to the State or NEWSME, as applicable. NEWSME agrees that in the event of a breach by Archaea of any of the terms and conditions of the License Agreement or the Agreement, it will use commercially reasonable efforts to provide written notice to such lender of such breach simultaneously with the delivery of such notice to Archaea, and that it will give such lender thirty (30) days from receipt of such notice to cure or remedy such breach prior to taking any action to terminate the License Agreement and/or the Agreement; provided however, nothing herein shall be construed or deemed to require or obligate such lender to cure any such default.
5. Collateral Access Consent. So long as indebtedness of Archaea is outstanding to Comerica Bank, in its capacity as agent for itself and certain other financial institutions, and any successor in interest thereto ("Lender"), the Parties hereby agree as follows:
 - a. The Parties agrees that none of the Archaea Equipment shall be deemed a fixture or a part of the Landfill and/or the Licensed Premises, but shall at all times be considered personal property and/or the responsibility of Archaea, and NEWSME, Casella, and the State disclaim any interest in the Archaea Equipment as fixtures.
 - b. The Parties agrees that Lender may enter upon the Licensed Premises, upon forty-eight hours notice, during normal business hours, to inspect or remove any of the Archaea Equipment therefrom, without charge. Lender shall repair any physical damage caused to the Licensed Premises by such removal. The Parties will not hinder Lender's actions in enforcing its liens and remedies with respect to the Archaea Equipment.
 - c. The Parties will permit the Archaea Equipment to remain on the Licensed Premises for a period of up to ninety (90) days following written notice to Archaea from any Party that such Party has terminated any Project Agreement and directing removal of the Archaea Equipment. Lender shall not be deemed to have assumed nor shall it be liable for any unperformed or unpaid obligations of Archaea under the License Agreement or the

IN WITNESS WHEREOF, the authorized representatives of Buyer and Seller have duly authorized and executed this Amendment as of the day and year first above written.

ARCHAEA HOLDINGS, LLC,
a Delaware limited liability company

DocuSigned by:
By: Nicholas Stork
Name: Nicholas Stork
Title: CEO

CASELLA WASTE SYSTEMS, INC.,
a Delaware corporation

By: [Signature]
Name: Brian G. Oliver
Title: Regional Vice President

NEWSME LANDFILL OPERATIONS, LLC,
a Maine limited liability company

By: [Signature]
Name: Brian G. Oliver
Title: Vice President

STATE OF MAINE, Department of
Administrative and Financial Services,
Bureau of General Services

By: Will [Signature]
Name: WILLIAM Longfellow
Title: Director, Bureau of General Services