

Bill of Sale

1. This Bill of Sale is entered into as of November 13, 2024 by ARCHAEA ENERGY OPERATING, LLC , a Delaware Limited Liability Company ("**Seller**"), in favor of _____ ("**Buyer**"). Conveyance. For good and valuable consideration in the amount _____, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title and interest in and to the goods listed in **EXHIBIT A** attached to and made a part of this Bill of Sale ("**Goods**").

2. Disclaimer of Warranties. BUYER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE GOODS BUYER HEREBY ACCEPTS THE GOODS ON AN "AS-IS", "WHERE-IS", "WITH ALL FAULTS" BASIS. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, AND SELLER HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE GOODS, INCLUDING, BUT WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

3. Release of Claims. In consideration of Seller's conveyance of the Goods, Buyer, for itself and its affiliates, directors and officers, employees, agents, successors and assigns hereby releases, remises and forever discharges Seller, its directors, officers, members, managers, partners, employees, agents, affiliates, successors and assigns of and from any and all claims, liabilities, damages, demands, rights and causes of action, of whatsoever kind or nature, whether known or unknown, relating to or arising out of the Goods or this Bill of Sale.

4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Harris County, Texas having subject matter jurisdiction arising under this Agreement and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by law, any claim, or any objection they may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such a court in Harris County, Texas including any claim that such suit, action, or proceeding brought in such court has been brought in an

inconvenient forum and any claim that a Party is not subject to personal jurisdiction or services of process in such Harris County, Texas forum.

5. Entire Agreement. This Bill of Sale constitutes the entire understanding and agreement between the Buyer and Seller with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the parties with respect to the subject matter of this Bill of Sale.

6. No Amendment. No amendment or modification of this Bill of Sale shall be valid or binding on the parties hereto unless made in writing and signed on behalf of each of the Buyer and Seller.

7. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

8. Payment: Payment to be received in advance of goods release. Payment accepted via Wire Transfer or ACH; ACH preferred. Instructions provided on the buyer invoice:

IN WITNESS WHEREOF, Seller [and Buyer] [has/have each] duly executed [and delivered] this Bill of Sale [as of/on] the date first written above.

ARCHAEA ENERGY OPERATING, LLC

By _____

Name:

Title:

By _____

Name:

Title:

[Witness

By _____

Name:+

Title:]

[Witness

By _____

Name:

Title:]

EXHIBIT A

