TENTH TOLLING AGREEMENT
FOR CIVIL CLAIMS UNDER THE CLEAN WATER ACT
RELATING TO WAIMANALO GULCH SANITARY LANDFILL.

The United States, on behalf of the United States Environmental Protection Agency, contends that it has civil causes of action pursuant to the Clean Water Act, 33 U.S.C. §§ 1251-1387, against Waste Management of Hawaii, Inc. ("Waste Management"), for violations of the Clean Water Act, its supporting regulations, and conditions and/or limitations in National Pollutant Discharge Elimination System permits issued thereunder (including but not limited to terms in the applicable Stormwater General Permit, Stormwater Pollution Control Plans, and Notices of General Permit Coverage), at the Waimanalo Gulch Sanitary Landfill (the "Tolled Claims").

The United States and Waste Management ("Parties") enter into this Tenth Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tenth Tolling Agreement, the period commencing on May 1, 2015 and ending on July 31, 2015, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any civil action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Waste Management shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any civil action brought on the Tolled Claims.

4. This Tenth Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tenth Tolling Agreement. Nor does this Tenth Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tenth Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tenth Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to Waste Management. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tenth Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Waste Management or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. This Tenth Tolling Agreement is effective upon execution by Waste Management, and without the requirement of filing with the Court, and may be signed in counterparts.

10. This Tenth Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tenth Tolling Agreement that is not set forth in this Tenth Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tenth Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tenth Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Waste Management and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tenth Tolling Agreement by its duly authorized representatives on this 20 day of April, 2015.

Henry S. Friedman
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

By: _____
Davis H. Forsythe
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

Waste Management of Hawaii, Inc. consents to the terms and conditions of this Tenth Tolling Agreement by its duly authorized representative on this 16th day of April, 2015.

By: _____
Larry W. Metter, President
Waste Management of Hawaii, Inc.