

1. This contract records the swap agreement between BP NORTH AMERICA PETROLEUM, A DIVISION OF BP PRODUCTS NORTH AMERICA INC, of 30 S. Wacker Drive, Suite 900, Chicago, ILLINOIS, USA, 60606, ("BP") and CHELAN/DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA INC ("Counterparty") made on 20 January 2012 ("Trade Date").

2. Attention: Dwight Goehner

3. Contract no: U120001992 (X)

The purpose of this confirmation is to set forth the terms and conditions of the transaction entered into between us on the Trade Date specified below. This constitutes a "Confirmation" as referred to in the ISDA referred to below. This Confirmation evidences a complete and binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. Each Party represents and warrants to the other that (i) it is duly authorized to enter into this Transaction and the Agreement and perform its obligations hereunder; and (ii) the person executing this Confirmation is duly authorized to execute and deliver it.

The Parties have agreed to enter into this agreement ("Agreement"), which hereby incorporates by reference the terms of the 2002 ISDA Master Agreement and Schedule thereto, as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), as fully as if set forth herein, with the elections and amendments set forth below. All Specified Transactions as defined in the ISDA between the Parties to this Agreement shall be deemed to form one agreement with this Transaction and the incorporated ISDA, including without limitation for the purposes of close out netting.

In the event of termination, the Non-defaulting Party may, at its option, setoff or aggregate, as appropriate, any or all indebtedness or obligation under this Agreement or any other agreement or obligation between the Parties, whether matured or un-matured, so that all such amounts are aggregated or netted to a single amount payable by one Party to the other, including netting the unpaid amounts payable by both parties together with the Settlement Amounts into a single amount payable by one party to the other (together, the "Liquidation Amount"); provided that the Non-defaulting Party shall have the right to setoff against any Settlement Amount hereunder any amounts owed under other agreements or obligations by the Defaulting Party to the Non-defaulting Party or any of its Affiliates. "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity. For this purpose, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and/or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

In the event of any inconsistency between the provisions of the ISDA and this Agreement, this Agreement will prevail.

All provisions contained in the ISDA govern this confirmation except as expressly modified below.

4. Trade Date: 20 January 2012

5. Fixed Price Seller (Floating Price Payer): BP NORTH AMERICA PETROLEUM, A DIVISION OF BP PRODUCTS NORTH AMERICA INC

6. Floating Price Seller (Fixed Price Payer): CHELAN/DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA INC

7. Reference Commodity: PLATTS USGC ULSD PIPELINE

8. Pricing Periods: Each and every calendar MONTH from and including 1 February 2012 up to and including 31 January 2013.

9. Notional quantity per pricing period: 84,000 US GALLON(S) per MONTH

10. Fixed Price per Pricing Period: 300.000 US cents per US gallon.

11. Floating Price per Pricing Period:

The arithmetic average of the mean quotes for ULTRA LOW SULFUR DIESEL under the heading PIPELINE US GULF COAST as published by Platts Oilgram U.S. Marketscan for each successive day during the pricing period.

Any published corrections to any of the relevant quotations shall be taken into account.

The calculation in respect of each day of a pricing period shall be rounded to FOUR (4) decimal places, and the resultant floating price shall be rounded to FOUR (4) decimal places.

12. Payment Date: Payment shall be due FIVE (5) NEW YORK WORKING days AFTER THE LAST DAY OF THE PRICING PERIOD

If any settlement amounts would otherwise be payable on the same day and in the same currency in respect of any transaction under this contract, Swap, Option or Financially Settled Derivatives, then (without prejudice to the parties' obligations to render separate invoices for the full amounts due under each of the transactions), on such date, each party's obligation to make payment of any such settlement amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

If the payer is required by any applicable law (as modified by the practice of any relevant governmental revenue authority then in effect) to make any deduction or withholding on account of any tax from any sum paid or payable hereunder, the sum payable by the payer shall be increased to the extent necessary to ensure that, after the making of the deduction or withholding (including any deduction or withholding in respect of such increased amount), the payee receives on the due date and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to what it would otherwise have received and so retained had no such deduction or withholding been required or made.

Any amount not paid when due in accordance with this contract shall bear interest at the "Prime Rate" as published daily in the WSJ minus one (1) percentage point. Such interest to run from the last date for payment until the date payment is received by the payee's bank but not including such dates. Acceptance by the payee of payment made after due date shall not constitute a waiver of rights to interest and shall in no circumstance be considered as an agreement by the payee to provide extended credit.

Whilst a party continues to be in default in payment of any sum due under this contract, or any other transactions, if the other party is obliged to pay an amount in respect of any subsequent pricing period, such party shall be entitled to withhold payment until receipt by it of all sums due from such party. No interest shall accrue on the amount withheld as aforesaid.

13. Elections to the ISDA

(ia) "Additional Termination Event" will apply. If a party (the "Demanding Party") has a reasonable good faith belief, that, due to a change in the financial condition or other event of the other party (the "Failing Party"), or the other party's Credit Support Provider, the ability of the other party or its Credit Support Provider to perform its obligations to the Demanding Party under this Agreement or any Credit Support Document is materially impaired (the "Good Faith Belief"), then the Demanding Party may demand Adequate Assurance of performance of those obligations. The Failing Party shall provide said Adequate Assurance within two (2) Business Days after receipt by the Failing Party of a written demand from the Demanding Party for such assurance, which demand shall describe the specific information on which the Good Faith Belief is based. "Adequate Assurance" shall be in a form acceptable to Demanding Party acting in its own discretion and in any case Adequate Assurance in the form of Eligible Credit Support (as defined in the Credit Support Annex) shall be deemed acceptable. The Demanding Party may hold the Adequate Assurance only so long as the Demanding Party continues to have the Good Faith Belief. Any Adequate Assurance in the form of Eligible Credit Support shall be held in addition to any requirements to post Eligible Credit Support under the Credit Support Annex, if applicable. The failure of the Failing Party to provide Adequate Assurance within two (2) Business Day after receipt of demand therefor shall be considered an Additional Termination Event with the Failing Party as the sole Affected Party.

(ib) Calculation Agent: BP

(ii) Governing Law: The laws of the state of New York, without regard to choice of law doctrine.

(iii) Jurisdiction: Section 13(b) of the ISDA is amended to replace "non-exclusive jurisdiction" with "exclusive jurisdiction."

14. Representations

Each Party will be deemed to represent to the other Party on the date on which it enters into a Transaction that:

(i) Swap Agreement.

(a) This Agreement and any Transaction entered into hereunder constitutes a "swap agreement" within the meaning of the Commodity Exchange Act, as amended, (7 USC Sec. 1 et. seq.) and its underlying Regulations (17 CFR Sec. 1 et. seq.); and

(b) this Agreement and any Transaction entered into hereunder constitutes a "swap agreement" within the meaning of the United States Bankruptcy Code (11 USC Sec. 101(53B) (2000)).

(ii) Eligible Commercial Entity/Eligible Contract Participant. It constitutes an "eligible commercial entity" and "eligible contract participant" as such terms are defined in the Commodity Exchange Act (7 USC Sec. 1a (11) and (12)).

(iii) Relationship Between the Parties. In connection with the negotiation of, the entering into, and the confirming of the execution of, this Agreement, and each Transaction:

(a) it is acting as principal (and not as agent or in any other capacity, fiduciary or otherwise);

(b) the other party is not acting as a fiduciary or financial or investment advisor for it;

(c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in this Agreement;

(d) the other party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guaranty, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement, or such Transaction;

(e) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary, and not upon any view expressed by the other party;

(f) all trading decisions have been the result of arm's length negotiations between the parties; and

(g) it is entering into this Agreement, and such Transaction with a full understanding of all of the risks hereof and thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.

(iv) Standardization, Creditworthiness and Transferability. The material economic terms of the Agreement, and each Transaction have been individually tailored and negotiated by it; it has received and reviewed financial information concerning the other party and has had a reasonable opportunity to ask questions of and receive answers and information from the other party concerning such other party, this Agreement, and such Transaction; the creditworthiness of the other party was a material consideration in its entering into or determining the terms of this Agreement, and such Transaction; and the transferability of this Agreement, and such Transaction is restricted as provided herein and therein.

15. Additional Provisions

(i) The definitions and provisions contained in the 2005 ISDA Commodity Definitions (as such definitions may be amended, supplemented, replaced or modified from time to time as published by the International Swaps and Derivatives Association, Inc.), are incorporated into this Confirmation.

(ii) Waiver of Right to Trial by Jury. Each of the parties hereby irrevocably waives any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Transaction.

(iii) Address for Notices. For the purpose of Section 12(a) of the ISDA:

Address for notices or communications to BP:

BP NORTH AMERICA PETROLEUM, A DIVISION OF BP PRODUCTS NORTH AMERICA
INC
30 S. Wacker Drive, Suite 900
Chicago
ILLINOIS
60606
USA

Attention: Legal Department
Facsimile No.: 8665460664
Telephone No.: 6308365133

Financial Operations: Linda Morales Camelo
Telephone: 442079485083
Fax: 13125942165

Wire Payment Instructions:
Citibank, NY
ABA: 021000089
Acct. No.: 30503055
New York, NY

Address for notices or communications to CHELAN/DOUGLAS PUBLIC TRANSPORTATION
BENEFIT AREA INC:
CHELAN/DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA INC
LINK TRANSIT, 2700 EUCLID AVENUE
WENATCHEE
WASHINGTON
98801
USA

Attention:
Facsimile No.:
Telephone No.:
E-Mail:

Wire Payment Instructions: PLEASE PROVIDE.

This Confirmation cancels and supersedes any broker correspondence in relation to this transaction and which shall be for the sole purpose of documenting commission, if any.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms. If you fail to accept or dispute this Confirmation in the manner set forth above within five (5) Local Business Days after it was effectively sent to you, this Confirmation shall be deemed to correctly reflect the parties' agreement on the terms of the Transaction referred to herein, absent manifest error.

Best regards,
MICHAEL GALASSINI

ON BEHALF OF CHELAN/DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA INC



(Signature)

General Manager

(Title)

1/24/2012

(Date)