Section 1: 8-K (8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 14, 2018**

Black Hills Corporation

(Exact name of registrant as specified in its charter)

South Dakota	**001-31303**	**46-0458824**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7001 Mount Rushmore Road
Rapid City, SD 57702
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(605) 721-1700**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with

any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On August 14, 2018, Black Hills Corporation (the "Company" or "we") entered into (1) an Exchange Agreement, dated as of such date (the "Exchange Agreement"), among the Company and the several purchasers named therein (the "Selling Securityholders") and (2) an Underwriting Agreement, dated as of such date (the "Underwriting Agreement"), among the Company, the Selling Securityholders and the several underwriters named therein. On August 17, 2018, we entered into the New Supplemental Indenture (as defined below). Each of the Exchange Agreement, the Underwriting Agreement and the New Supplemental Indenture is further described below under Item 8.01 of this Current Report on Form 8-K, and such disclosure is incorporated by reference into this Item 1.01.

Each of the Exchange Agreement, the Underwriting Agreement, and the New Supplemental Indenture contains representations and warranties, covenants and other terms that are customary for such kinds of agreements. In addition, we have agreed to indemnify the underwriters party to the Underwriting Agreement against certain liabilities on customary terms. Some of the Selling Securityholders, the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking, commercial lending and other commercial dealings with us, our direct or indirect subsidiaries or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

Copies of the Exchange Agreement, the Underwriting Agreement, and the New Supplemental Indenture are attached hereto as Exhibits 1.1, 1.2 and 4.2 and are expressly incorporated by reference herein and into our Registration Statement on Form S-3 (Registration No. 333-219705) (the "Registration Statement"). Our description of such agreements is qualified in its entirety by reference to the actual terms thereof.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure under Item 8.01 of this Current Report on Form 8-K regarding the issuance of our 4.350% Senior Notes due 2033 (the "New Senior Notes") is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

Completion of Remarketing of Previous Subordinated Notes

Our existing Purchase Contract and Pledge Agreement, dated as of November 23, 2015 (the "Purchase Contract and Pledge Agreement"), required us to "remarket" our previously issued Series A 3.50% Remarketable Junior Subordinated Notes due 2028 (the "Previous Subordinated Notes") on behalf of the holders of such Previous Subordinated Notes prior to October 29, 2018. The Previous Subordinated Notes were originally issued as a component of our Equity Units under the Purchase Contract and Pledge Agreement. We completed such remarketing on August 14, 2018, resulting in the purchase by the Selling Securityholders of all $299,000,000 aggregate principal amount of our Previous Subordinated Notes in a private placement that settled on August 17, 2018. We did not receive any proceeds from this remarketing on behalf of such holders.

Retirement of Previous Subordinated Notes

Concurrently with the remarketing, we entered into the Exchange Agreement with the Selling Securityholders, pursuant to which they agreed to deliver all of the Previous Subordinated Notes to us for cancellation in exchange for $299,000,000 of our New Senior Notes and a cash payment. This transaction also settled on August 17, 2018. As a result, all of our Previous Subordinated Notes have now been cancelled and none remain outstanding.

The Exchange Agreement granted the Selling Securityholders the right to offer the New Senior Notes to the public in secondary registered offerings from time to time. The Selling Securityholders elected on August 14, 2018 to fully exercise this right, resulting in the offering and sale of all of the New Senior Notes acquired by them pursuant to the Exchange Agreement in the public offering described below.

Completion of Public Offering of New Senior Notes

On August 17, 2018, we issued an aggregate principal amount of $400,000,000 million of our New Senior Notes, including (1) an aggregate principal amount of $299,000,000 of New Senior Notes issued and sold by the Company to the Selling Securityholders pursuant to the Exchange Agreement as described above and resold by the Selling Securityholders pursuant to the Underwriting Agreement and (2) an aggregate principal amount of $101,000,000 of New Senior Notes that were issued and sold by us pursuant to the Underwriting Agreement.

All of the New Senior Notes were offered to the public pursuant to the Registration Statement. We did not receive any proceeds from the resale of our New Senior Notes by the Selling Securityholders. We will apply the net proceeds from our sale of $101,000,000 of our New Senior Notes, after payment of the costs and expenses of the transactions described in this Current Report on Form 8-K, toward the repayment of outstanding short-term indebtedness.

Copies of opinions related to the Notes are attached hereto as exhibits and are expressly incorporated by reference herein and into the

Registration Statement.

Terms of the New Senior Notes

The New Senior Notes were issued pursuant to the Indenture, dated as of May 21, 2003 (the "Base Senior Indenture"), between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as trustee (the "Senior Trustee"), as previously supplemented and as further supplemented by a Seventh Supplemental Indenture entered into by the Company on August 17, 2018 (the "New Supplemental Indenture" and together with the Base Senior Indenture, the "Senior Indenture"). The New Senior Notes bear interest at the rate of 4.350% per annum, payable semi-annually in arrears on May 1 and November 1 of each year, beginning on November 1, 2018. The stated maturity for the New Senior Notes is May 1, 2033. The New Senior Notes are our unsecured senior obligations and will rank equally with all of our existing and future unsecured and unsubordinated indebtedness and senior to all of our existing and future subordinated indebtedness.

The Senior Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include among other things nonpayment, breach of covenants in the Senior Indenture and certain events of bankruptcy and insolvency. If an event of default occurs and is continuing with respect to the New Senior Notes, the Senior Trustee or holders of at least 25% in principal amount outstanding of the New Senior Notes may declare the principal and the accrued and unpaid interest, if any, on all of the outstanding New Senior Notes to be due and payable. These events of default are subject to a number of important qualifications, limitations and exceptions that are described in the Senior Indenture.

Copies of the Base Senior Indenture, the New Supplemental Indenture and the form of the New Senior Notes are attached hereto as exhibits and are expressly incorporated by reference herein and into the Registration Statement. Our description of such agreements and instruments is qualified in its entirety by reference to the actual terms thereof.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

The following exhibits are filed as part of this report.

Exhibit Number	Exhibit
1.1	Exchange Agreement, dated as of August 14, 2018, among Black Hills Corporation and each of the several purchasers named in Schedule B thereto
1.2	Underwriting Agreement, dated as of August 14, 2018, among Black Hills Corporation, J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC, as representatives of the several underwriters named in Exhibit B thereto, and the selling securityholders named in Exhibit A thereto

4.1	Indenture, dated as of May 21, 2003, between the Black Hills Corporation and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (*filed as Exhibit 4.1 to the Black Hills Corporation's Form 10-Q for the quarterly period ended June 30, 2003*)
4.2	Seventh Supplemental Indenture, dated as of August 17, 2018, between Black Hills Corporation and Wells Fargo Bank, National Association, as trustee
4.3	Form of the 4.350% Notes due 2033 (*included in Exhibit 4.2*)
5.1	Opinion of Brian G. Iverson, Esq.
5.2	Opinion of Faegre Baker Daniels LLP
23.1	Consent of Brian G. Iverson, Esq. (*included in the opinion filed as Exhibit 5.1*)
23.2	Consent of Faegre Baker Daniels LLP (*included in the opinion filed as Exhibit 5.2*)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 17, 2018

BLACK HILLS CORPORATION

By: /s/ Roxann R. Basham
Name: Roxann R. Basham
Title: Corporate Secretary

[Signature Page to Remarketing 8-K]

(Back To Top)

Section 2: EX-1.1 (EX-1.1 EXCHANGE AGREEMENT DATED AS OF AUGUST 14, 2018)

Exhibit 1.1

Black Hills Corporation

$299,000,000 4.350% Senior Notes due 2033

Exchange Agreement

This EXCHANGE AGREEMENT (this "Exchange Agreement") is entered into on August 14, 2018 between Black Hills Corporation, a South Dakota Corporation (the "Company"), and each of the several purchasers named in Schedule B hereto (the "Purchasers").

The Company proposes to issue and sell to the several Purchasers $299,000,000 aggregate principal amount of 4.350% Senior Notes due 2033 of the Company (the "Senior Notes"). The Senior Notes will be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Trustee"), a second supplemental indenture dated as of May 14, 2009, between the Company and the Trustee, a third supplemental indenture dated as of July 16, 2010, between the Company and the Trustee, a fourth supplemental indenture dated as of November 19, 2013 between the Company and the Trustee, a fifth supplemental indenture dated as of January 13, 2016, between the Company and the Trustee, a sixth supplemental indenture dated as of August 19, 2016 between the Company and the Trustee, and a seventh supplemental indenture to be dated as of the Closing Date (as defined below) between the Company and the Trustee with respect to the Senior Notes (the "Supplemental Indenture" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the Supplemental Indenture, the "Indenture"). The several Purchasers have agreed to purchase, in a remarketing transaction and pursuant to a Subordinated Note Purchase Agreement, dated the date hereof among the Company and the purchasers listed on Schedule B hereto (the "Subordinated Note Purchase Agreement"), $299,000,000 aggregate principal amount of the Company's Series A 3.50% remarketable junior subordinated notes due 2028 (the "Subordinated Notes"). The Subordinated Notes were issued pursuant to the Subordinated Indenture, as amended by a Supplemental Indenture, each dated as of November 23, 2015, and each between the Company and U.S. Bank National Association, as trustee to the Subordinated Notes.

1. *Purchase and Sale*. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to issue and sell to each Purchaser, and each Purchaser agrees, severally and not jointly, to purchase from the Company, the principal amount of the Senior Notes set forth opposite the name of such Purchaser on Schedule B hereto, and the Company agrees to pay the cash amount set forth opposite the name of such Purchaser on Schedule B hereto (each such amount, a "Cash Payment") to such Purchaser, in exchange for consideration consisting of the principal amount of the Subordinated Notes set forth opposite the name of such Purchaser on Schedule B hereto. Each Purchaser represents

and warrants to the Company that it is an accredited investor as defined in Regulation D under the Securities Act of 1933, as amended (the "Act"). To the extent the aggregate principal amount of the Subordinated Notes purchased by any Purchaser in the remarketing transaction referred to above is different from the aggregate principal amount of Subordinated Notes set forth opposite its name in Schedule B due to the application of Section 7 of the Subordinated Note Purchase Agreement, the aggregate principal amount of Senior Notes to be purchased by such Purchaser hereunder, and the Cash Payment payable to such Purchaser hereunder, shall be increased (or decreased) in proportion to the increase (or decrease) in such principal amount of Subordinated Notes, and the principal amount of Subordinated Notes to be delivered by such Purchaser in respect thereof shall be correspondingly increased (or decreased).

2. *Delivery and Payment*. Delivery of, and payment for, the Senior Notes shall be made at the office, on the date and at the time specified in Schedule A hereto (such date and time of delivery and payment for the Senior Notes being herein called the "Closing Date") and the aggregate Cash Payment due to all Purchasers shall be made to J.P. Morgan Securities LLC on behalf of the several Purchasers by wire transfer of immediately available funds on the Closing Date. Such aggregate Cash Payment may be netted against amounts owed to the Company by J.P. Morgan Securities LLC on behalf of any underwriters of the Company's debt securities. Payment for the Senior Notes to be

purchased on the Closing Date shall be made by the Purchasers' tender of the Subordinated Notes to the Company. Delivery of the Senior Notes to be purchased on the Closing Date shall be made to the Purchasers, with any transfer taxes payable in connection with the sale of such Senior Notes to the Purchasers duly paid by the Company, against delivery by the Purchasers of the Subordinated Notes. The Senior Notes shall be delivered registered in the names of the Purchasers or their nominee, unless the Purchasers shall otherwise instruct.

3. *Representations and Warranties*. The Company represents and warrants to, and agrees with, each Purchaser that:

For purposes of this Exchange Agreement:

"Rules and Regulations" means the rules and regulations of the Commission.

"Securities Laws" means, collectively, the Sarbanes-Oxley Act of 2002, as amended ("Sarbanes-Oxley"), the Act, the Exchange Act, the Trust Indenture Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the New York Stock Exchange and the NASDAQ Stock Market ("Exchange Rules").

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(a) *Good Standing of the Company*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of South Dakota, with power and authority (corporate and other) to own its properties and conduct its business as described in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 (the "Annual Report") or any subsequent Quarterly Report on Form 10-Q or Current Report on Form 8-K of the Company filed with the Securities and Exchange Commission (the "Commission") (such Annual Report, Quarterly Reports and Current Reports, collectively, the "Disclosure"); and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole ("Material Adverse Effect").

(b) *Subsidiaries*. Each subsidiary of the Company has been duly incorporated or organized, as the case may be, and is existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with power and authority (corporate and other) to own its properties and conduct its business as described in the Disclosure, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; and each subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership, general partnership or limited liability company, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; all of the issued and outstanding capital stock or partnership or limited liability company interests, as the case may be, of each subsidiary of the Company has been duly authorized and validly issued and, with respect to the capital stock of each subsidiary that is a corporation, is fully paid and nonassessable; and, except as disclosed in the Disclosure, the capital stock or partnership or limited liability company interests, as the case may be, of each subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

(c) *The Indenture*. The Base Indenture has been duly authorized, executed and delivered by the Company and has been duly qualified under the Trust Indenture Act. The Supplemental Indenture has been duly authorized by the Company and, when executed and delivered by the Company and assuming due authorization, execution and delivery by the Trustee, the Indenture will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(d) *The Senior Notes*. The Senior Notes are in the form contemplated by the Indenture and have been duly authorized by the Company and, when issued and delivered pursuant to the Indenture to and paid for by the Purchasers in accordance with the terms of this Exchange Agreement, will have been duly executed, authenticated, issued and delivered by the Company and will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, and be entitled to the benefits provided by the Indenture, subject in each case to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(e) *Registration Rights*. Other than with respect to the Purchasers, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to a registration statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act in each case that could require or result in such securities being registered in connection with any resale of the Senior Notes under Section 7 or are otherwise implicated by the transactions contemplated hereby.

(f) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with, any person

(including any governmental agency or body or any court) is required for the consummation of the transactions contemplated by this Exchange Agreement or the Indenture in connection with the offering, issuance and sale of the Senior Notes by the Company, except such as have been obtained or made and such as may be required under state securities laws.

(g) *Title to Property*. Except as disclosed in the Disclosure, the Company and its subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them that are material to the Company and its subsidiaries taken as a whole, in each case free from liens, charges, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them and, except as disclosed in the Disclosure, the Company and its subsidiaries hold any leased real or personal property that is material to the Company and its subsidiaries taken as a whole under valid and enforceable leases with no terms or provisions that would materially interfere with the use made or to be made thereof by them.

(h) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of this Exchange Agreement and the Indenture, the issuance and sale of the Senior Notes by the Company, and the entry into and compliance with the terms and provisions of the Senior Notes, will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below)

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under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the charter or by-laws or other organizational documents of the Company or any of its subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, result in a Material Adverse Effect. A "Debt Repayment Triggering Event" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(i) *Absence of Existing Defaults and Conflicts*. Neither the Company nor any of its subsidiaries is in violation of its respective charter, by-laws or organizational documents or in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, except such defaults that would not, individually or in the aggregate, result in a Material Adverse Effect.

(j) *Authorization of Agreement*. This Exchange Agreement has been duly authorized, executed and delivered by the Company.

(k) *Possession of Licenses*. The Company and its subsidiaries possess, and are in compliance with the terms of, all adequate certificates, authorizations, franchises, licenses and permits ("Licenses") necessary or material to the conduct of the business now conducted or proposed in the Disclosure to be conducted by them and have not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(l) *Absence of Labor Dispute*. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that could have a Material Adverse Effect.

(m) *Possession of Intellectual Property*. The Company and its subsidiaries own, possess, or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property

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rights") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(n) *Environmental Laws*. Except as disclosed in the Disclosure, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim.

(o) *Absence of Manipulation*. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Senior Notes.

(p) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. Except as set forth in the Disclosure, the Company, its subsidiaries and the Company's Board of Directors (the "Board") are in compliance in all material respects with Sarbanes- Oxley and all applicable Exchange Rules. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "Internal Controls") that comply in all material respects with the Securities Laws and are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Internal Controls are, or upon consummation of the offering of the Senior Notes will be, overseen by the Audit Committee (the "Audit Committee") of the Board in accordance with Exchange Rules. Since the date of the filing of the Company's Annual Report, the Company has not publicly disclosed or reported to the Audit Committee or the Board, and within the next 90

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days the Company does not reasonably expect to publicly disclose or report to the Audit Committee or the Board, (i) any significant deficiency in the design or operation of Internal Controls that could adversely affect the Company's ability to record, process, summarize and report financial data, any material weakness in Internal Controls, any material change in Internal Controls or any fraud involving management or other employees who have a significant role in Internal Controls (each, an "Internal Control Event") or (ii) any material violation of, or failure to comply with, the Securities Laws.

(q) *Absence of Accounting Issues*. A member of the Audit Committee has confirmed to the Chief Executive Officer, Chief Financial Officer or General Counsel of the Company that, except as set forth in the Disclosure, the Audit Committee is not reviewing or investigating, and neither the Company's independent auditors nor its internal auditors have recommended that the Audit Committee review or investigate, (i) adding to, deleting, changing the application of, or changing the Company's disclosure with respect to, any of the Company's material accounting policies; (ii) any matter which could result in a restatement of the Company's financial statements for any annual or interim period during the current or prior three fiscal years; or (iii) any Internal Control Event.

(r) *Litigation*. Except as disclosed in the Disclosure, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under this Exchange Agreement or the Indenture, or which are otherwise material in the context of the sale of the Senior Notes; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened or contemplated.

(s) *No Material Adverse Change in Business*. Except as disclosed in the Disclosure, since the end of the period covered by the latest audited financial statements included in the Disclosure (i) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries, taken as a whole that is material and adverse, (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock (other than regular quarterly cash dividends in respect of the Company's common stock and declared and paid by the Company in the ordinary course of business) and (iii) there has been no material adverse change in the capital stock, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company and its subsidiaries, other than as contemplated in the Prospectus (as defined in Annex A to Schedule C).

(t) *Investment Company Act*. The Company is not and, after giving effect to the sale of the Senior Notes and the application of the proceeds thereof as described herein, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(u) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Section 3(a)(62) of the Exchange Act (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company or any securities of the Company or (ii) has indicated to the Company that it is considering any of the actions described in Section 10(d)(ii) hereof, except as has been publicly disclosed by the applicable nationally recognized statistical rating organization.

(v) *Foreign Corrupt Practices Act.* Within the last five years, to the Company's knowledge, none of the Company, any of its subsidiaries, any director, officer, agent, employee, controlled affiliate or other controlled person acting on behalf of the Company or any of its subsidiaries has taken any action, directly or indirectly, that would reasonably be expected to result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and its subsidiaries conduct their businesses in material compliance with the FCPA.

(w) *Money Laundering Laws*. The operations of the Company and its subsidiaries comply in all material respects with applicable

financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity applicable to the Company and its subsidiaries (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries.

(x) *OFAC*. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, controlled affiliate or other controlled representative of the Company or any of its subsidiaries is an individual or entity currently the subject or target of any international economic

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sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"). The Company will not use the proceeds of the sale of the Senior Notes in violation of Sanctions.

(y) *Cybersecurity.* Except as disclosed in the Disclosure, or as would not, individually or in the aggregate, result in a Material Adverse Effect: (i) to the Company's knowledge there has been no security breach or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data"); (ii) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data; and (iii) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Except as disclosed in the Disclosure, the Company and its subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices

4. *Agreements*. The Company agrees with each Purchaser that:

(a) The Company will pay all expenses incident to the performance of its obligations under this Exchange Agreement and shall pay or reimburse the fees and disbursements of one law firm acting as counsel for the Purchasers.

(b) The Company will cooperate with the Purchasers and use all commercially reasonable efforts to permit the Senior Notes to be eligible for clearance and settlement through the Depository Trust Company ("DTC"), including its direct and indirect participants, the Euroclear System and Clearstream Banking S.A., as applicable.

5. *Conditions to the Obligations of the Purchasers*. The obligations of the several Purchasers to purchase the Senior Notes shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein at the date hereof and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of their obligations hereunder and to the following additional conditions:

(a) The Company shall have furnished to the Purchasers in form and substance satisfactory to the Purchasers, the opinion of Brian G. Iverson, Esq.,

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General Counsel to the Company, dated the Closing Date, to the effect set forth hereto as Exhibit A-1 and the opinion of Faegre Baker Daniels LLP, Counsel for the Company, dated the Closing Date, to the effect set forth hereto as Exhibit A-2.

(b) The Purchasers shall have received from their counsel such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Senior Notes, the Indenture and such other related matters as the Purchasers may reasonably require, and the Company shall have furnished to such counsel such documents as it reasonably requires for the purpose of enabling it to pass upon such matters.

(c) The Company shall have furnished to the Purchasers a certificate signed on behalf of the Company by an executive officer of the Company and a principal financial or accounting officer of the Company, dated the Closing Date, in the form attached hereto as Exhibit B.

(d) At or prior to the Closing Date, the Purchasers shall be in possession of the Subordinated Notes purchased by such Purchasers pursuant to the Subordinated Note Purchase Agreement.

If (i) any of the conditions specified in this Section 5 shall not have been fulfilled when and as provided in this Exchange Agreement, or (ii) any of the opinions and certificates mentioned above or elsewhere in this Exchange Agreement shall not be reasonably satisfactory in form and substance to the Purchasers and their counsel, this Exchange Agreement and all obligations of the Purchasers hereunder may be cancelled on, or at any time prior to, the Closing Date by the Purchasers. Notice of such cancellation shall be given to the Company in writing or by telephone or

facsimile confirmed in writing.

6. *Reimbursement of Purchasers' Expenses*. If the sale of the Senior Notes provided for herein is not consummated because any condition to the obligations of the Purchasers set forth in Section 5 hereof is not satisfied, or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof, the Company will reimburse the Purchasers upon demand for all out-of-pocket expenses (including, without limitation, reasonable fees and disbursements of counsel (subject to Section 4(a) above)) that shall have been incurred by it in connection with the proposed purchase and sale of the Senior Notes.

7. *Resale of Senior Notes by Purchasers*.

(a) The Company understands that each Purchaser may retain or sell the Senior Notes from time to time in its absolute discretion. If one or more Purchasers provide a written notice in the form set forth in Schedule C hereto that such Purchaser or Purchasers propose to make a public offering of the Senior Notes (a "Public Offer Notice") with respect to at least $50 million aggregate principal amount of Senior Notes, then the provisions set forth in Annex A to Schedule C shall apply, and at the request of such Purchaser or Purchasers the

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Company shall enter into an underwriting agreement (the "Underwriting Agreement"), substantially in the form included in Annex A to Schedule C hereto, and take such other actions in connection therewith as such Purchaser or Purchasers shall request in order to expedite or facilitate the disposition of Senior Notes in the United States. Each Purchaser represents and warrants to, and agrees with, the Company that any sale or other disposition of the Senior Notes shall be made only pursuant to an effective registration statement under the Act, as contemplated by the provisions set forth in Annex A to Schedule C hereto.

(b) Notwithstanding Section 7(a), the Company may suspend the use of the Prospectus (as defined in Annex A to Schedule C hereto) for a period not to exceed 60 consecutive days or an aggregate of 120 days in any 12-month period (each a "Suspension Period") if (i) required by applicable law or (ii) the Chief Executive Officer or the Chief Financial Officer of the Company shall have determined in good faith that under circumstances related to acquisition or divestiture of assets, pending corporate developments, public filings with the Commission, or other similar events, it is in the best interests of the Company to suspend the use of the Prospectus, by giving written notice of such suspension to the Purchasers, which notice need not specify the nature of the event giving rise to such suspension; provided, however, that no Suspension Period pursuant to clause (ii) of this Section 7(b) shall commence prior to the date 10 days after the date of this Exchange Agreement.

(c) This Section 7 will be fully performed, and no longer apply, upon the completion of the first sale of Senior Notes in accordance with the Underwriting Agreement.

8. *Representations and Agreements to Survive*. The respective agreements, representations, warranties and other statements of the Company or its officers set forth in or made pursuant to this Exchange Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Purchasers or any of their officers, directors or controlling persons, and will survive delivery of and payment for the Senior Notes.

9. *Notices*. Unless otherwise provided herein, all notices required under the terms and provisions hereof shall be in writing, either delivered by hand, by mail or by facsimile or electronic mail and confirmed to the recipient, and any such notice shall be effective when received: if sent to any Purchaser, at the address specified in Schedule A hereto; or if sent to the Company, to:

Black Hills Corporation
7001 Mount Rushmore Road
Rapid City, South Dakota 57702
Attention: General Counsel

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10. *Successors*. This Exchange Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and no other person will have any right or obligation hereunder.

11. *No Fiduciary Duty*. The Company acknowledges and agrees that:

(a) each of the Purchasers is acting solely as a purchaser in connection with the sale of the Senior Notes and no fiduciary, advisory or agency relationship between the Company, on the one hand, and any of the Purchasers, on the other hand, has been created in respect of any of the transactions contemplated by this Exchange Agreement, irrespective of whether or not any of the Purchasers has advised or is advising the Company on other matters;

(b) the price to be paid by the Purchasers for the Senior Notes set forth in this Exchange Agreement was established by the Company and the Purchasers following discussions and arms-length negotiations with the Purchasers;

(c) it is capable of evaluating and understanding, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Exchange Agreement;

(d) the Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering

contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate;

(e) it is aware that the Purchasers and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from those of the Company and that none of the Purchasers has any obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship or otherwise; and

(f) it waives, to the fullest extent permitted by law, any claims it may have against any of the Purchasers for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that none of the Purchasers shall have any liability (whether direct or indirect, in contract, tort or otherwise) to it in respect of such a fiduciary duty claim or to any person or entity asserting a fiduciary duty claim on its behalf or in right of the Company or any stockholders, employees or creditors thereof.

12. *Integration*. This Exchange Agreement supersedes all prior agreements and understandings (whether written or oral) among the Company and the Purchasers, or any of them, with respect to the subject matter hereof.

13. *Applicable Law*. This Exchange Agreement will be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Exchange Agreement to be executed as of the date first above written.

BLACK HILLS CORPORATION

By: /s/ Richard W. Kinzley
Name: Richard W. Kinzley
Title: Senior Vice President and CFO

J.P. MORGAN SECURITIES LLC,
for itself and as Attorney-in-Fact for each of the several Purchasers named on Schedule B hereto

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

MORGAN STANLEY & CO. LLC,
for itself and as Attorney-in-Fact for each of the several Purchasers named on Schedule B hereto

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Executive Director

WELLS FARGO SECURITIES, LLC,
for itself and as Attorney-in-Fact for each of the several Purchasers named on Schedule B hereto

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

EXHIBIT A-1

FORM OF OPINION OF BRIAN G. IVERSON, ESQ.

August [17], 2018

To the persons named on Annex I
attached hereto, as Purchasers

Re: Exchange of $299 million aggregate principal amount of 2015 Series A 3.50% Remarketable Junior Subordinated Notes due 2028 of Black Hills Corporation for $299 million principal amount of [●]% Notes due 2033 of Black Hills Corporation

Ladies and Gentlemen:

I am Senior Vice President and General Counsel of Black Hills Corporation, a South Dakota corporation (the "Company"). I have acted in such capacity in connection with the Exchange Agreement, dated August 14, 2018 (the "Exchange Agreement"), by and among the Company and you, as Purchasers (the "Purchasers"), relating to the issuance and sale by the Company to the persons named on Annex I attached hereto, as Purchasers (the "Purchasers") of $299 million aggregate principal amount of the Company's [●]% Notes due 2033 (the "New Securities") in a private placement, in exchange for $299 million aggregate principal amount of the Company's 2015 Series A 3.50% Remarketable Junior Subordinated Notes due 2028 held by the Purchasers. Capitalized terms used and not defined herein have the respective meanings ascribed to such terms in the Exchange Agreement. I am delivering this opinion letter pursuant to Section [5(a)] of the Exchange Agreement.

The New Securities are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Trustee") (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the date hereof with respect to the New Securities (the "Supplemental Indenture"). The Base Indenture, the Supplemental Indenture and the Exchange Agreement are sometimes referred to herein collectively as the "Transaction Documents."

In providing this opinion letter, I, or other lawyers in the Company's legal department, have made such examination of law and facts as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. In connection with such examination, we have reviewed the following documents:

(a) The Exchange Agreement;

(b) The Base Indenture; and

(c) The Supplemental Indenture, including the forms of New Securities attached thereto.

14. In reaching the conclusions expressed in this opinion, I or persons responsible to me have examined the Transaction Documents, the Company's restated articles of incorporation, as amended, the Company's amended and restated bylaws dated April 28, 2017, certain resolutions of the Board of Directors of the Company and committees thereof relating to, among other things, the execution and delivery of the Transaction Documents in the name of the Company and the issuance and delivery of the New Securities, and such corporate documents and records of the Company and its subsidiaries, such certificates of public officials and officers of the Company, and such other documents and matters as I have deemed necessary or appropriate for purposes of this opinion. In rendering this opinion, I have assumed the following to be true and have conducted no investigation to confirm such assumptions or to determine to the contrary: (a) the authenticity of all documents, instruments and certificates submitted to me or persons responsible to me as originals; (b) the conformity with the original documents of all documents, instruments and certificates submitted to me or persons responsible to me as certified, conformed or photostatic copies; and (c) the authenticity of the originals from which all such copies were made. In rendering this opinion, I have relied as to matters of fact, to the extent I deemed such reliance appropriate, without investigation, upon certificates of public officials and upon affidavits, certificates, and written statements of officers and employees of, and accountants for, the Company.

On the basis of and subject to the foregoing, I am of the opinion that as of the date hereof:

1. Good Standing of the Company. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of South Dakota, with corporate power and authority to own its properties and conduct its business as described in the Disclosure; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.

2. Significant Subsidiaries. Each subsidiary of the Company listed on Annex I hereto (each, a "Significant Subsidiary") has been duly incorporated or organized, as the case may be, and is existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with power and authority (corporate and other) to own its properties and conduct its business as described in the Disclosure; and each Significant Subsidiary is duly qualified to do business as a foreign corporation, limited partnership, general partnership or limited liability company, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not,

individually or in the aggregate, result in a Material Adverse Effect; all of the issued and outstanding capital stock or partnership or limited liability company interests, as the case may be, of each Significant Subsidiary have been duly authorized and validly issued and, with respect to the capital

stock of each Significant Subsidiary which is a corporation, are fully paid and nonassessable; and the capital stock or partnership or limited liability company interests, as the case may be, of each Significant Subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

3. Transaction Documents; New Securities. Each Transaction Document has been duly authorized, executed and delivered by the Company, and the New Securities delivered on the Closing Date have been duly authorized, executed and delivered by the Company.

4. Authority. The Company has full corporate power and authority to authorize, issue and sell the New Securities as contemplated by the Exchange Agreement.

5. Registration Rights. Except as disclosed in the Disclosure or pursuant to the Exchange Agreement, there are no contracts, agreements or understandings known to me between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act.

6. Possession of Licenses. To my knowledge, except as disclosed in the Disclosure, the Company and each of its subsidiaries possess adequate Licenses issued by appropriate governmental agencies or bodies necessary to conduct the business as now operated by them as described in the Disclosure and, except as described in the Disclosure, I am not aware of the receipt of any notice of proceedings relating to the revocation or modification of any such License that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

7. Environmental Laws. To my knowledge, except as disclosed in the Disclosure, the Company and each subsidiary of the Company (A) are in compliance with any and all applicable environmental laws (as defined in the Exchange Agreement), (B) have received all permits, licenses and other approvals required of it under applicable environmental laws to conduct its business and (C) are in compliance with all terms and conditions of each such permit, license and approval, except where such noncompliance with environmental laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect.

8. Absence of Further Requirements. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required under South Dakota law, the Public Utility Holding Company Act of 2005, as amended ("PUHCA"), the U.S. Energy Policy Act of 2005, as amended (the "Federal Power Act"), or the U.S. Federal Power Act, as amended (the "Energy Policy Act"), for the consummation of the transactions contemplated by

the Exchange Agreement in connection with the issuance and sale of the New Securities by the Company, except such as have been obtained and such as may be required under state securities laws.

9. Absence of Defaults and Conflicts Resulting from Transaction. The execution and delivery by the Company of the Supplemental Indenture and the Exchange Agreement and the performance by the Company of the Transaction Documents and the issuance and sale of the New Securities and compliance with the terms and provisions thereof will not result in a breach or violation of (A) the Restated Articles of Incorporation of the Company or the Amended and Restated Bylaws of the Company or (B) any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to (i) the PUHCA, the Energy Policy Act or the Federal Power Act or any rule, regulation or, to my knowledge, order of any governmental agency or body relating to the PUHCA, the Energy Policy Act or the Federal Power Act or any court having jurisdiction over the Company or any subsidiary of the Company or any of their properties in a proceeding relating to the PUHCA, the Energy Policy Act or the Federal Power Act or (ii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject, except in the case of this clause (B)(ii) for such breaches, violations, defaults or impositions as would not, individually or in the aggregate, have a Material Adverse Effect (it being understood that my opinion in this clause (B)(ii) does not extend to compliance with any financial ratio or any limitation in any contractual restriction expressed as a dollar (or other currency) amount).

10. No Material Litigation. Except as disclosed in the Disclosure, to my knowledge, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or any of its properties, which, in the aggregate, could reasonably be expected to result in a Material Adverse Effect on the Company and its subsidiaries taken as a whole, or which would materially and adversely affect the ability of the Company to perform its obligations under the Transaction Documents; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body) are, to my knowledge, threatened or contemplated.

The opinions and views expressed above are subject to the following limitations, qualifications, exceptions and assumptions:

(a) I have not relied upon, nor do I undertake for the purposes of this opinion the responsibility to review, the records of any court or administrative or governmental body to determine the existence of any judicial or administrative proceeding, order, decree, writ or judgment. As to all matters where I refer to "my knowledge" of the existence of any facts, situations or instruments, such knowledge is based upon my actual knowledge, from whatever source obtained, and the information obtained by me through specific inquiry of officers of the Company, including those officers who have responsibility for such information, and examinations of agreements, contracts and records supplied to me by the Company, and I have not otherwise made, nor do I undertake for the purpose of

this opinion to make, any other inquiry or investigation to

ascertain the existence of any other facts, situations or instruments. In the course of such inquiries and examinations, I have not become aware of any facts which would have made me unable to render any of the opinions expressed above.

(b) I am a member of the bar of the State of South Dakota. My opinions expressed above are limited to the laws of the State of South Dakota the federal laws of the United States of America (but only with regard to the PUHCA, the Energy Policy Act, the Federal Power Act and environmental laws), and I do not express any opinion herein concerning the laws of any other jurisdiction. With respect to the opinions expressed in paragraph 2, I have assumed that the applicable law in each Significant Subsidiary's jurisdiction of incorporation or organization, as the case may be, is the same as the applicable law in the State of South Dakota in all relevant respects.

(c) I have relied upon information, both oral and written, and copies of documents and records furnished to me by other employees of the Company and others, and, for purposes of this opinion, I have assumed that all such information and copies are true, correct, genuine and accurate and remain unchanged to the date hereof, and that all signatures are genuine, and none of said matters have been independently verified by me. I have also assumed conformity to the originals of all documents submitted to me as copies. I have also assumed that all parties to the Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the New Securities.

(d) This opinion letter is limited to the matters expressly stated herein, and no opinion is inferred or may be implied beyond the matters expressly stated. This opinion letter expresses matters of professional judgment and does not constitute a guaranty of any result. This opinion letter is predicated solely upon statutory and case law and facts in existence as of the date hereof. I do not undertake to inform you of any changes in law or fact subsequent to the date hereof or facts of which I become aware after the date hereof.

[*Signature Page Follows*]

This letter and the opinions expressed herein are being furnished solely for your information in connection with the Exchange Agreement and may not be used, circulated, quoted or relied upon for any other purpose without my prior written consent.

Very truly yours,

Brian G. Iverson

[Signature Page to Opinion to Purchasers]

Annex I

Purchasers

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Wells Fargo Securities, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park

New York, New York 10036

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020

RBC Capital Markets, LLC
200 Vesey Street
New York, New York 10281

U.S. Bancorp Investments, Inc.
214 N. Tryon Street, 26th Floor
Charlotte, North Carolina 28202

BMO Capital Markets Corp.
3 Times Square
New York, New York 10036

Scotia Capital (USA) Inc.
250 Vesey Street
New York, New York 10281

Annex II

Significant Subsidiaries

Subsidiary Name	State of Organization
Black Hills Colorado Electric, Inc.	Delaware
Black Hills Power, Inc.	South Dakota
Black Hills Utility Holdings, Inc.	South Dakota
Cheyenne Light, Fuel and Power Company	Wyoming
Black Hills Gas Holdings, LLC	Delaware
Black Hills Gas, LLC	Delaware
Black Hills Gas Distribution, LLC	Delaware

EXHIBIT A-2

FORM OF OPINION OF FAEGRE BAKER DANIELS LLP

August [17], 2018

To the persons named on Annex I
attached hereto, as Purchasers

Re: Exchange of $299 million aggregate principal amount of 2015 Series A 3.50% Remarketable Junior Subordinated Notes due 2028 of Black Hills Corporation for $299 million principal amount of [•]% Notes due 2033 of Black Hills Corporation

Ladies and Gentlemen:

We have acted as counsel to Black Hills Corporation, a South Dakota corporation (the "Company"), in connection with the Exchange Agreement, dated August 14, 2018 (the "Exchange Agreement"), by and among the Company and you, as Purchasers (the "Purchasers"), relating to the issuance and sale by the Company to the persons named on Annex I attached hereto, as Purchasers (the "Purchasers") of $299 million aggregate principal amount of the Company's [•]% Notes due 2033 (the "New Securities") in a private placement, in exchange for $299 million aggregate principal amount of the Company's 2015 Series A 3.50% Remarketable Junior Subordinated Notes due 2028 held by the Purchasers. Capitalized terms used and not defined herein have the respective meanings ascribed to such terms in the Exchange Agreement. We are delivering this opinion letter pursuant to Section [5(a)] of the Exchange Agreement.

The New Securities are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Trustee") (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the Closing Date (the "Supplemental Indenture" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the

Supplemental Indenture, the "Indenture"). The Base Indenture, the Supplemental Indenture and the Exchange Agreement are referred to herein collectively as the "Transaction Documents."

We have made such examination of law and facts as we have deemed necessary as a basis for our opinions set forth below. In connection with such examination, we have reviewed the following documents:

(e) The Exchange Agreement; and

(f) The Indenture, including the forms of New Securities attached to the Supplemental Indenture.

Based upon and subject to the foregoing and the qualifications set forth in Annex II attached hereto, we advise you that in our opinion:

1. The Indenture has been duly qualified under the Trust Indenture Act.

2. When executed and authenticated in accordance with the provisions of the Indenture and delivered and paid for in accordance with the terms of the Exchange Agreement, the New Securities will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and will be entitled to the benefits of the Indenture, subject in each case to applicable bankruptcy, insolvency, voidable transaction, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in equity or at law).

3. The Indenture constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, voidable transaction, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in law or at equity).

4. The Exchange Agreement constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in law or at equity).

5. The execution and delivery by the Company of the Supplemental Indenture, the New Securities and the Exchange Agreement, and the performance by the Company of its obligations under the Transaction Documents and the New Securities, will not violate or result in a breach of any provision of federal law or the laws of the State of New York (except no opinion is rendered with respect to federal or state securities or Blue Sky laws or regulations adopted by the Financial Industry Regulatory Authority, Inc. ("FINRA") in connection with the purchase or any subsequent resale of the New Securities by the Purchasers).

6. No consent, approval, authorization or order of, or qualification with, any federal or state governmental body or agency is required under U.S. federal law or the laws of the State of New York to be made or obtained by the Company in connection with the performance by the Company of its obligations under the Transaction Documents or the New Securities or the consummation by the Company of the transactions effected pursuant to the Exchange Agreement, except such as have been

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obtained or may be required by federal or state securities or Blue Sky laws or regulations adopted by FINRA.

7. The Company is not, and immediately following the transactions consummated pursuant to the Exchange Agreement, will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder (the "ICA").

This letter and the opinions expressed herein are being furnished solely for your information in connection with the Exchange Agreement and may not be used, circulated, quoted or relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: _____
Brandon C. Mason, Partner

Purchasers

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Wells Fargo Securities, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

MUFG Securities Americas Inc.
1221 Avenue of the Americas, 6th Floor
New York, New York 10020

RBC Capital Markets, LLC
200 Vesey Street
New York, New York 10281

U.S. Bancorp Investments, Inc.
214 N. Tryon Street, 26th Floor
Charlotte, North Carolina 28202

BMO Capital Markets Corp.
3 Times Square
New York, New York 10036

Scotia Capital (USA) Inc.
250 Vesey Street
New York, New York 10281

Qualifications

In rendering the accompanying opinion letter, we wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) We have relied upon representations made by the Company in the Transaction Documents, the assumptions set forth below as to the matters referred therein, and upon certificates of, and information provided by, officers and employees of the Company reasonably believed by us to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation. With respect to our opinion in paragraph 7 of our opinion letter that the Company is not required to be registered as an "investment company" under the ICA, we have relied exclusively, as to all factual matters, on a certificate of an officer of the Company.

(b) Our opinion letter is limited to U.S. federal laws and, solely with respect to paragraphs 2 through 6 of our opinion letter, the laws of the State of New York, in each case that are applicable to the Company other than those that are part of a regulatory scheme specifically applicable to business organizations engaged in the type of regulated business activities conducted by the Company (the "Covered Laws"), and we express no opinion as to the effect on the matters covered by our opinions of any other law. Furthermore, in rendering opinions as to any jurisdictions, we have only considered the applicability of statutes, rules, regulations and judicial decisions that a lawyer practicing in such jurisdiction (the "Opining Jurisdictions") exercising customary professional diligence would reasonably recognize as being directly applicable to the Company or the transactions contemplated by the Exchange Agreement.

(c) We express no opinion as to whether, or to the extent of which, the laws of any particular jurisdiction apply to the subject matter hereof, including without limitation the enforceability of the governing law provision contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

(d) We have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each Transaction Document and the New Securities have been duly authorized, executed and delivered by each party thereto; (iii) each party having rights under any Transaction Documents or the New Securities (other than the Company) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents and the New Securities against it and the other parties; (iv) each document submitted to us for review is accurate and

complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; (v) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (vi) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the Opining Jurisdictions; (vii) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; (viii) documents reviewed by us (other than the Indenture and the New Securities) would be enforced as written and would be interpreted in a manner consistent with their interpretation under the laws of the State of New York; (ix) the Company will not in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents or the New Securities that would result in a violation of law or constitute a breach or default under any other agreement, order or regulation; (x) the Company will obtain all permits and governmental approvals required in the future, and take all future actions similarly required, relevant to the performance of the Transaction Documents and the New Securities; (xi) all parties to the transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the New Securities; and (xii) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of any of the Transaction Documents.

(e) We have further assumed, without investigation, that (i) the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) the Company has the power and authority under its governing documents and the laws of its jurisdiction of incorporation to execute and deliver the Transaction Documents and the New Securities, to perform its obligations thereunder and to consummate the transactions contemplated thereby; (iii) the Transaction Documents and the New Securities have been duly authorized, executed and delivered by the Company; and (iv) the Company has obtained all governmental and third party authorizations, consents, approvals and orders and has made all filings and registrations required to enable it to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, the Transaction Documents and the New Securities (which authorizations, consents, approvals and orders have become final and remain in full force and effect), and such execution, delivery, performance and consummation does not and will not violate or conflict with the Company's governing documents or any law, rule, regulation, order, decree, judgment, instrument or agreement binding upon the Company or its properties (it being understood that the assumption set forth in this clause (iv) does not extend to Covered Laws as addressed in paragraphs 5 and 6 of the Opinion Letter).

(f) We express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury or fraudulent transfer, voidable transaction or fraudulent conveyance "savings" provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; and (iii) any provision waiving legal, statutory or equitable defenses or other procedural, judicial or administrative rights.

(g) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, we do not undertake to advise you with respect to any other matter or of any change in such facts and laws or in the interpretation thereof which may occur after the date hereof.

(h) Without limiting any other qualifications set forth herein, the opinions expressed in opinion paragraphs 2 through 4 are subject to the effect of generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (v) govern and afford judicial discretion regarding determination of damages and entitlement to attorneys' fees and other costs; (vi) may permit a party who has materially failed to render or offer performance required by a contract to cure that failure unless either permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (vii) may limit the enforceability of provisions imposing premiums or liquidated damages to the extent such provisions constitute, or are deemed to constitute, a penalty or forfeiture and provisions imposing increased interest rates upon default, or providing

for the compounding of interest or the payment of interest on interest; (viii) may limit the amount payable under the New Securities upon an acceleration to the extent that a portion of the amount so payable is considered by a court to be unearned interest; (ix) may require mitigation of damages; (x) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation); (xi) may require that a claim with respect to any debt securities that are payable other than in U.S. dollars (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a

date determined pursuant to applicable law; and (xi) may limit, delay or prohibit the making of payments outside the United States.

(i) The opinions expressed herein do not address any of the following legal issues: (i) other than as set forth in opinion paragraphs 1 and 7, federal securities laws and regulations, (ii) state securities and Blue Sky laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments; (iii) margin regulations of the Board of Governors of the Federal Reserve System; (iv) federal and state tax laws and regulations; (v) the statutes and ordinances, administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level) and judicial decisions to the extent that they deal with the foregoing; (vi) voidable transaction, fraudulent transfer and fraudulent conveyance laws; (vii) laws, regulations, directives and executive orders restricting transactions with or freezing or otherwise controlling assets of designated foreign persons or governing investments by foreign persons in the United States; (viii) foreign, supranational or international laws; and (ix) compliance with fiduciary duty and conflict-of-interest requirements.

EXHIBIT B

[FORM OF] OFFICERS' CERTIFICATE

Dated [ ]

We the undersigned, hereby certify that we are duly qualified and elected officers of Black Hills Corporation, a South Dakota corporation (the "*Company*"), and that, as such, we are authorized to execute and deliver this Officers' Certificate on behalf of the Company. This Officers' Certificate is being delivered in connection with the purchase of $299,000,000 [ ]% Senior Notes due 20[ ](collectively, the "*Senior Notes*") of the Company by the several purchasers party to an Exchange Agreement, dated [ ], 2018, among the Company and the purchasers party thereto (the "*Exchange Agreement*"), and, if applicable, the resale by one or more of such purchasers of such Senior Notes pursuant to the Public Offer Notice (s), (each) dated [ ], 2018, given by or on behalf of the purchasers named therein and received by the Company (collectively, the "*Public Offer Notices*"). The undersigned hereby certify to the several purchasers pursuant to Section 5(c) of the Exchange Agreement and, if applicable, Section 5(e) of Annex A to Schedule C of the Exchange Agreement and the Public Offer Notices that to the best of their knowledge after reasonable investigation:

(a) The representations and warranties of the Company set forth in Section 3 of the Exchange Agreement and, if applicable, Annex A to Schedule C of the Exchange Agreement are true and correct in all material respects as of the date hereof as though made on and as of this date;

(b) The Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Exchange Agreement and, if applicable, Annex A to Schedule C of the Exchange Agreement at or prior to the date hereof; and

(c) If applicable, no stop order suspending the effectiveness of the Registration Statement and/or notice objecting to its use has been issued, and no proceedings for that purpose have been instituted or are pending by the Securities and Exchange Commission as of the date hereof.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Public Offer Notice(s) and the Exchange Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, I have hereunto signed my name on and as of the date first set forth above.

Name:
Title:

Name:

SCHEDULE A

Exchange Agreement dated August 14, 2018

Indenture:	Indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "**Base Indenture**"), as supplemented by a first supplemental indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "**Trustee**"), a second supplemental indenture dated as of May 14, 2009, between the Company and the Trustee, a third supplemental indenture dated as of July 16, 2010, between the Company and the Trustee, a fourth supplemental indenture dated as of November 19, 2013 between the Company and the Trustee, a fifth supplemental indenture dated as of January 13, 2016, between the Company and the Trustee, a sixth supplemental indenture dated as of August 19, 2016 between the Company and the Trustee, and a seventh supplemental indenture to be dated as of the Closing Date (as defined below) between the Company and the Trustee with respect to the Senior Notes (the "**Supplemental Indenture**" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the Supplemental Indenture, the "**Indenture**").
Title and Description of the Senior Notes:	
Title:	4.350% Senior Notes due 2033
Principal Amount:	$299,000,000
Interest Rate:	4.350% per annum
Interest Payment Dates:	May 1 and November 1, commencing November 1, 2018, and at maturity Interest will accrue on the Senior Notes from and including the Closing Date at the Interest Rate set forth above
Maturity:	May 1, 2033
Denominations:	Beneficial interests in the Senior Notes will be held in minimum denominations of $1,000 or an integral multiple thereof
Sinking fund provisions:	None

Redemption provisions:	
Make-whole call:	Callable at the greater of par and the make-whole (Treasury Rate plus 25 bps) at any time before February 1, 2033, as described under the heading "Description of the Notes—Redemption" in the preliminary prospectus supplement.
Par call:	Callable at par at any time on or after February 1, 2033, as described under the heading "Description of the Notes—Redemption" in the preliminary prospectus supplement.
Closing Date, Time and Location:	9:00 A.M., New York City Time, August 17, 2018, at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, or at such other place as shall be agreed upon by the Company and the Purchasers

SCHEDULE B

Principal

Purchaser	Principal Amount of Senior Notes	Cash Payment	Amount of Subordinated Notes
J.P. Morgan Securities LLC	$ 74,750,000	$ 679,911.44	$ 74,750,000
Morgan Stanley & Co. LLC	59,800,000	543,929.15	59,800,000
Wells Fargo Securities, LLC	59,800,000	543,929.15	59,800,000
Credit Suisse Securities (USA) LLC	17,940,000	163,178.74	17,940,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	17,940,000	163,178.74	17,940,000
MUFG Securities Americas Inc.	17,940,000	163,178.74	17,940,000
RBC Capital Markets, LLC	17,940,000	163,178.74	17,940,000
U.S. Bancorp Investments, Inc.	17,940,000	163,178.74	17,940,000
BMO Capital Markets Corp.	7,475,000	67,991.14	7,475,000
Scotia Capital (USA) Inc.	7,475,000	67,991.14	7,475,000
Total	$ 299,000,000	$ 2,719,645.77	$ 299,000,000

SCHEDULE C

FORM OF PUBLIC OFFER NOTICE

Public Offer Notice

, 20[ ]

Black Hills Corporation
625 Ninth Street
Rapid City, SD 57709
Attention: General Counsel Facsimile number: [ ]

Re: [ ]% Senior Notes due 20[ ]

To Whom it May Concern:

Reference is made to the Exchange Agreement, dated [ ], 2018 (the "**Exchange Agreement**"), among Black Hills Corporation (the "**Company**") and the several purchasers set forth on Schedule B thereto (the "**Purchasers**").

This notice by or on behalf of the undersigned Purchaser or Purchasers (the "**Selling Securityholder(s)**") constitutes a Public Offer Notice in accordance with Section 7 of the Exchange Agreement. The Selling Securityholder(s) intend(s) to make a public offering of the Senior Notes as soon after the execution hereof as in the judgment of the Selling Securityholder(s) is advisable, but in any event on or prior to the Applicable Time (as defined below), and initially offer the Senior Notes on the terms set forth in the Pre-Pricing Prospectus and the Prospectus (each as defined in Annex A hereto). In accordance with Section 7 of the Exchange Agreement, the provisions of Annex A hereto shall apply to such public offering of the Senior Notes. For the purposes of this notice, including Annex A hereto, the "**Applicable Time**" shall be : [A.M.] [P.M.], New York City time, , 20 , the "**Resale Closing Date**" shall be 9:00 A.M., New York City time, , 20 , and all deliveries required to be made on the Resale Closing Date shall be made at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, or at such other place as shall be agreed upon by the Selling Securityholders and the Company.

Very truly yours,

J.P. MORGAN SECURITIES LLC,
for itself and as Attorney-in-Fact for each of the several Selling Securityholders

By: _____
Name:
Title:

MORGAN STANLEY & CO. LLC,
for itself and as Attorney-in-Fact for each of the several Selling Securityholders

By: _____
Name:
Title:

WELLS FARGO SECURITIES, LLC,
for itself and as Attorney-in-Fact for each of the several Selling Securityholders

By: _____
Name:
Title:

[*Signature Page to Public Offer Notice*]

Annex A

Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed thereto in the Exchange Agreement.

[To be inserted for actual notice]

SCHEDULE I TO ANNEX A

General Use Issuer Free Writing Prospectus

Final Term Sheet dated [ ], 2018.

(Back To Top)

Section 3: EX-1.2 (EX-1.2 UNDERWRITING AGREEMENT DATED AS OF AUGUST 14, 2018)

Exhibit 1.2

Black Hills Corporation

$400,000,000 4.350% Notes due 2033

UNDERWRITING AGREEMENT

August 14, 2018

J.P. MORGAN SECURITIES LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

MORGAN STANLEY & CO. LLC
1585 Broadway
New York, New York 10036

WELLS FARGO SECURITIES, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

As Representatives (the "**Representatives**") of the Several Underwriters

Ladies and Gentlemen:

1. *Introductory*. Black Hills Corporation, a South Dakota corporation (the "**Company**") and the several selling securityholders named in Schedule A hereto (collectively, the "**Selling Securityholders**") confirms their understanding with the several Underwriters named in Schedule B hereto (the "**Underwriters**") with respect to the sale by each of the Company and the Selling Securityholders and the purchase by the several Underwriters of the respective principal amounts set forth in Schedule A and Schedule B of the Company's 4.350% Notes due 2033 (the "**Offered Securities**"), of which (i) an aggregate of $299,000,000 principal amount thereof (the "**Secondary Securities**") are proposed to be sold by the several Selling Securityholders and purchased by Underwriters, acting severally and not jointly, and (ii) an aggregate of $101,000,000 principal amount thereof (the "**Primary Securities**") are proposed to be sold by the Company and purchased by the Underwriters, acting severally and not jointly.

The Offered Securities will be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "**Base Indenture**"), as supplemented by a first supplemental indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "**Trustee**"), a second supplemental indenture dated as of May 14, 2009, between the Company and the Trustee, a third supplemental indenture dated as of July 16, 2010, between the Company and the Trustee, a fourth supplemental indenture dated as of November 19, 2013 between the Company and the Trustee, a fifth supplemental indenture dated as of January 13, 2016, between the Company and the Trustee, a sixth supplemental indenture dated as of August 19, 2016 between the Company and the Trustee, and a seventh supplemental indenture to be dated as of the Closing Date (as defined below) between the Company and the Trustee with respect to the Offered Securities (the "**Supplemental Indenture**" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the Supplemental Indenture, the "**Indenture**").

2. *Representations and Warranties of the Company*. The Company represents and warrants to, and agrees with, the several Underwriters that:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Company has filed with the Commission a registration statement on Form S-3 (No. 333-219705), including a related prospectus or prospectuses relating to the Offered Securities, covering the registration of the Offered Securities under the Act, which has become effective. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any other amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the Effective Time. For purposes of this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus relating to the Offered Securities then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f).

"**430C Information**" means information included in a prospectus relating to the Offered Securities then deemed to be a part of the Registration Statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means approximately 5:30 p.m. (Eastern time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" of the Registration Statement relating to the Offered Securities means the time of the first contract of sale for the Offered Securities.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule C to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus", as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

"**Rules and Regulations**" means the rules and regulations of the Commission.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002, as amended ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Trust Indenture Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley)

promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the New York Stock Exchange and the NASDAQ Stock Market ("**Exchange Rules**").

"**Statutory Prospectus**" with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement. For purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively.

"**Trust Indenture Act**" means the Trust Indenture Act of 1939, as amended.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(b) *Compliance with Securities Act Requirements*. (i) (A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus), (C) at the Effective Time relating to the Offered Securities and (D) on the Closing Date, the Registration Statement conformed and will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations and did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) (A) on its date, (B) at the time of filing the Final Prospectus pursuant to Rule 424(b) and (C) on the Closing Date, the Final Prospectus will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The preceding sentence does not apply to statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 10(c) hereof.

(c) *Automatic Shelf Registration Statement*. (i) *Well-Known Seasoned Issuer Status*. (A) At the time of initial filing of the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Offered Securities in reliance on the exemption of Rule 163, the Company was a "well known seasoned issuer" as defined in Rule 405, including not having been an "ineligible issuer" as defined in Rule 405.

(ii) *Effectiveness of Automatic Shelf Registration Statement*. The Registration Statement is an "automatic shelf registration statement", as defined in Rule 405, that initially became effective within three years of the date of this Agreement. If immediately prior to the Renewal Deadline (as hereinafter defined), any of the Offered Securities remain unsold by the Underwriters, the Company will prior to the Renewal Deadline file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will prior to the Renewal Deadline, if it has not already done so, file a new shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives, and will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the expired registration statement relating to the Offered Securities.

References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be. "**Renewal Deadline**" means the third anniversary of the initial effective time of the Registration Statement.

(iii) *Eligibility to Use Automatic Shelf Registration Form*. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form. If at any time when Offered Securities remain unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (A) promptly notify the Representatives, (B) promptly file a new registration statement or post-effective amendment on the proper form relating to the Offered Securities, in a form reasonably satisfactory to the Representatives, (C) use its best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable, and (D) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration

statement or post-effective amendment, as the case may be.

(iv) *Filing Fees*. The Company has paid or shall pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(d) *Ineligible Issuer Status*. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Offered Securities and (ii) at the date of this Agreement, the Company was not and is not an "ineligible issuer", as defined in Rule 405, including (A) the Company or any subsidiary of the Company in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405 and (B) the Company in the preceding three years not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having had a registration statement be the subject of a proceeding under Section 8 of the Act and not being the subject of a proceeding under Section 8A of the Act in connection with the offering of the Offered Securities, all as described in Rule 405.

(e) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time and the preliminary prospectus supplement, dated August 13, 2018, including the base prospectus of the Company, dated August 4, 2017 (which is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule C to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 10(c) hereof.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as

described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company has promptly notified or will promptly notify the Representatives and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(g) *Good Standing of the Company*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of South Dakota, with power and authority (corporate and other) to own its properties and conduct its business as described in the Registration Statement, the General Disclosure Package and the Final Prospectus; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole ("**Material Adverse Effect**").

(h) *Subsidiaries*. Each subsidiary of the Company has been duly incorporated or organized, as the case may be, and is existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with power and authority (corporate and other) to own its properties and conduct its business as described in the Registration Statement, the General Disclosure Package and the Final Prospectus, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; and each subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership, general partnership or limited liability company, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; all of the issued and outstanding capital stock or partnership or limited liability company interests, as the case may be, of each subsidiary of the Company has been duly authorized and validly issued and, with respect to the capital stock of each subsidiary that is a corporation, is fully paid and nonassessable; and, except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, the capital stock or partnership or limited liability company interests, as the case may be, of each subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

(i) *The Indenture*. The Base Indenture has been duly authorized, executed and delivered by the Company and has been duly qualified under the Trust Indenture Act. The Supplemental Indenture has been duly authorized by the Company and, when executed and delivered by the Company and assuming due authorization, execution and delivery by the Trustee, the Indenture will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer,

reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(j) *The Primary Securities*. The Primary Securities are in the form contemplated by the Indenture and have been duly authorized by the Company and, when issued and delivered pursuant to the Indenture to and paid for by the Underwriters in accordance with the terms of this Agreement, will have been duly executed, authenticated, issued and delivered by the Company

and will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, and be entitled to the benefits provided by the Indenture, subject in each case to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(k) *The Secondary Securities*. The Secondary Securities are in the form contemplated by the Indenture and have been duly authorized by the Company and, when issued and delivered pursuant to the Indenture by the Company to the Selling Securityholders against payment of the purchase price therefor as provided in the Exchange Agreement, dated the date hereof, between the Company and the Selling Securityholders (the "**Exchange Agreement**"), will have been duly executed, authenticated, issued and delivered by the Company and will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, and be entitled to the benefits provided by the Indenture, subject in each case to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(l) *No Finder's Fee*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(m) *Registration Rights*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, and other than with respect to the Selling Securityholders, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act (collectively, "**registration rights**"), and any person to whom the Company has granted registration rights has agreed, if necessary, not to exercise such rights until after the expiration of the Lock-Up Period referred to in Section 6 hereof.

(n) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required for the consummation of the transactions contemplated by this Agreement or the Indenture in connection with the offering, issuance and sale of the Offered Securities by the Company, except such as have been obtained or made and such as may be required under state securities laws.

(o) *Title to Property*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them that are material to the Company and its subsidiaries taken as a whole, in each case free from liens, charges, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them and, except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries hold any leased real or personal property that is material to the Company and its subsidiaries taken as a whole under valid and enforceable leases with no terms or provisions that would materially interfere with the use made or to be made thereof by them.

(p) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of this Agreement and the Indenture, the issuance and sale of the Primary Securities by the Company and the sale of the Secondary Securities by the Selling Securityholders

hereunder, and the entry into and compliance with the terms and provisions of the Offered Securities, will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the charter or by-laws or other organizational documents of the Company or any of its subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, result in a Material Adverse Effect. A "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(q) *Absence of Existing Defaults and Conflicts*. Neither the Company nor any of its subsidiaries is in violation of its respective charter, by-laws or organizational documents or in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or

instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, except such defaults that would not, individually or in the aggregate, result in a Material Adverse Effect.

(r) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by the Company.

(s) *Possession of Licenses*. The Company and its subsidiaries possess, and are in compliance with the terms of, all adequate certificates, authorizations, franchises, licenses and permits ("**Licenses**") necessary or material to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them and have not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(t) *Absence of Labor Dispute*. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that could have a Material Adverse Effect.

(u) *Possession of Intellectual Property*. The Company and its subsidiaries own, possess, or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "**intellectual property rights**") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(v) *Environmental Laws*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**environmental laws**"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for

any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim.

(w) *Accurate Disclosure*. The statements in the Registration Statement, General Disclosure Package and the Final Prospectus under the headings "Description of the Notes", "Description of Senior Debt Securities", "Material U.S. Federal Income Tax Considerations" and "Underwriting", insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings in all material respects and present the information required to be shown.

(x) *Absence of Manipulation*. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(y) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. Except as set forth in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company, its subsidiaries and the Company's Board of Directors (the "**Board**") are in compliance in all material respects with Sarbanes- Oxley and all applicable Exchange Rules. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "**Internal Controls**") that comply in all material respects with the Securities Laws and are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Internal Controls are, or upon consummation of the offering of the Offered Securities will be, overseen by the Audit Committee (the "**Audit Committee**") of the Board in accordance with Exchange Rules. Since the date of the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, the Company has not publicly disclosed or reported to the Audit Committee or the Board, and within the next 90 days the Company does not reasonably expect to publicly disclose or report to the Audit Committee or the Board, (i) any significant deficiency in the design or operation of Internal Controls that could adversely affect the Company's ability to record, process, summarize and report financial data, any material weakness in Internal Controls, any material change in Internal Controls or any fraud involving management or other employees who have a significant role in Internal Controls (each, an "**Internal Control Event**") or (ii) any material violation of, or failure to comply with, the Securities Laws.

(z) *Absence of Accounting Issues*. A member of the Audit Committee has confirmed to the Chief Executive Officer, Chief Financial Officer or General Counsel of the Company that, except as set forth in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Audit Committee is not reviewing or investigating, and neither the Company's independent auditors nor its internal auditors have recommended that the Audit Committee review or investigate, (i) adding to, deleting, changing the application of, or changing the Company's disclosure with respect to, any of the Company's material accounting policies; (ii) any matter which could result in a restatement of the Company's financial statements for any annual or interim period during the current or prior three fiscal years; or

(iii) any Internal Control Event.

(aa) *Litigation*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, there are no pending actions, suits or proceedings (including

any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under this Agreement or the Indenture, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened or contemplated.

(bb) *Financial Statements*. The financial statements included in the Registration Statement, the General Disclosure Package and the Final Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the schedules included in the Registration Statement present fairly the information required to be stated therein. The interactive data in extensible Business Reporting Language included or incorporated by reference in the Registration Statement , the General Disclosure Package and the Final Prospectus fairly presents the information called for in all material respects and has been prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto.

(cc) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the latest audited financial statements included in the General Disclosure Package (i) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries, taken as a whole that is material and adverse, (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock (other than regular quarterly cash dividends in respect of the Company's common stock and declared and paid by the Company in the ordinary course of business) and (iii) there has been no material adverse change in the capital stock, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company and its subsidiaries.

(dd) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Primary Securities and the application of the proceeds thereof as described in the Registration Statement, the General Disclosure Package and the Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(ee) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Section 3(a)(62) of the Exchange Act (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company or any securities of the Company or (ii) has indicated to the Company that it is considering any of the actions described in Section 10(d)(ii) hereof, except as has been publicly disclosed by the applicable nationally recognized statistical rating organization.

(ff) *Foreign Corrupt Practices Act*. Within the last five years, to the Company's knowledge, none of the Company, any of its subsidiaries, any director, officer, agent, employee, controlled affiliate or other controlled person acting on behalf of the Company or any of its subsidiaries has taken any action, directly or indirectly, that would reasonably be expected to result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign

political office, in contravention of the FCPA and the Company and its subsidiaries conduct their businesses in material compliance with the FCPA.

(gg) *Money Laundering Laws.* The operations of the Company and its subsidiaries comply in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity applicable to the Company and its subsidiaries (collectively, the "**Money Laundering Laws**"); and no action, suit or proceeding by or before any Governmental Entity with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries.

(hh) *OFAC*. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, controlled affiliate or other controlled representative of the Company or any of its subsidiaries is an individual or entity currently the subject or target of any international economic sanctions administered or enforced by the United States Government,

including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "**Sanctions**"). The Company will not use the proceeds of the sale of the Offered Securities in violation of Sanctions.

(ii) *Cybersecurity.* Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, or as would not, individually or in the aggregate, result in a Material Adverse Effect: (i) to the Company's knowledge there has been no security breach or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "**IT Systems and Data**"); (ii) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data; and (iii) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices.

3. *Representations and Warranties of the Selling Securityholders*. Each Selling Securityholder, severally and not jointly, represents and warrants to, and agrees with, the each of the Company and the several Underwriters that:

(a) At the Closing Date, such Selling Securityholder will have good and marketable title to the Secondary Securities to be sold by it, free and clear of all liens, and full right, power and authority to effect the sale and delivery of the Secondary Securities; and upon the delivery of, against payment for, the Secondary Securities pursuant to this Agreement, and assuming an Underwriter does not have notice of any adverse claim, such Underwriter will acquire good and marketable title thereto, free and clear of all liens.

(b) Such Selling Securityholder has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Securityholder.

(c) No consent, approval or waiver is required under any instrument or agreement to which such Selling Securityholder is a party or by which such Selling Securityholder is bound in connection with the offering, sale or purchase by the Underwriters of any of the Secondary Notes that may be sold by such Selling Securityholder under this Agreement or the consummation by such Selling Securityholder of any of the other transactions contemplated hereby.

(d) Such Selling Securityholder has not and until the Closing Date will not create any derivative or security linked to the Secondary Notes.

4. *Purchase, Sale and Delivery of Offered Securities*. On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, (i) each Selling Securityholder, severally and not jointly, agrees to sell to the several Underwriters, and each Underwriter, severally and not jointly, agrees to purchase from the Selling Securityholders, at a purchase price of 98.693% of the principal amount thereof, plus accrued interest, if any, from August 17, 2018 to the Closing Date hereunder, the principal amount of the Secondary Securities set forth opposite the name of such Selling Securityholder in Schedule A and (ii) the Company agrees to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of 98.693% of the principal amount thereof, plus accrued interest, if any, from August 17, 2018 to the Closing Date hereunder, the principal amount of the Primary Securities set forth opposite the name of such Underwriter in Schedule B.

Payment of the purchase price for, and delivery of, the Offered Securities shall be made at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, or at such other place as shall be agreed upon by the Representatives, the Selling Securityholders and the Company, at 9:00 A.M. (New York City time) on August 17, 2018, or such other time not later than five business days after such date as shall be agreed upon by the Representatives, the Selling Securityholders and the Company (such time and date of payment and delivery being herein called the "**Closing Date**").

Payment shall be made by wire transfer of immediately available funds to (i) in the case of the Secondary Securities, a bank account designated by J.P. Morgan Securities LLC, in each case against delivery to the Representatives for the respective accounts of the Underwriters of the Secondary Securities to be purchased by them and (ii) in the case of the Primary Securities, a bank account designated by the Company against delivery to the Representatives for the respective accounts of the Underwriters of the Primary Securities to be purchased by them. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Offered Securities that it has agreed to purchase. The Representatives may (but shall not be obligated to) make payment of the purchase price for the Offered Securities to be purchased by any Underwriter whose funds have not been received by the Closing Date, but such payment shall not relieve such Underwriter from its obligations hereunder

Delivery of the Offered Securities, which will be represented by one or more definitive global notes in book-entry form, shall be made through the facilities of the Depository Trust Company unless the Representatives shall otherwise instruct. The Offered Securities to be so delivered will be in fully registered form in such authorized denominations as established pursuant to the Indenture.

5. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as

set forth in the Final Prospectus.

6. *Certain Agreements of the Company*. The Company agrees with the several Underwriters that:

(a) *Filing of Prospectuses*. The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b)(2) (or, if applicable and consented to by the Representatives, subparagraph (5), such consent not to be unreasonably withheld or delayed) not later than the second business day following the earlier of

the date it is first used or the execution and delivery of this Agreement. The Company has complied and will comply with Rule 433.

(b) *Filing of Amendments; Response to Commission Requests*. The Company will promptly advise the Representatives of any proposal to amend or supplement the Registration Statement or any Statutory Prospectus at any time and will offer the Representatives a reasonable opportunity to comment on any such amendment or supplement; and the Company will also advise the Representatives promptly of (i) the filing of any such amendment or supplement, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the institution by the Commission of any stop order proceedings in respect of the Registration Statement or the threatening of any proceeding for that purpose, and (iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 8 hereof.

(d) *Rule 158*. As soon as practicable, but not later than 16 months, after the date of this Agreement, the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the date of this Agreement and satisfying the provisions of Section 11(a) of the Act and Rule 158.

(e) *Furnishing of Prospectuses*. The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, any Statutory Prospectus, the Final Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives reasonably request. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) *Blue Sky Qualifications*. The Company will arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representatives reasonably designate and will continue such qualifications in effect so long as required for the distribution; *provided* that, in connection therewith, the Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to a general consent to service of process in any such jurisdiction.

(g) *Reporting Requirements*. During the period of five years hereafter, if any Offered Securities remain outstanding, the Company will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time to time, such other information concerning the Company as the Representatives may

reasonably request. However, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system ("**EDGAR**"), it is not required to furnish such reports or statements to the Representatives or the Underwriters.

(h) *Payment of Expenses*. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including but not limited to fees and disbursements of one law firm acting as counsel for the Underwriters and Selling Securityholders, any filing fees and other expenses incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representatives reasonably designate and the preparation and printing of memoranda relating thereto, any fees charged by investment rating agencies for the rating of the Offered Securities, costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of

the Company's officers and employees and any other expenses of the Company including the chartering of airplanes (but excluding any separately-incurred travel expenses of employees and representatives of the Representatives and the Underwriters), fees and expenses incident to listing any of the Offered Securities on the New York Stock Exchange, American Stock Exchange, NASDAQ Stock Market and other national and foreign exchanges, fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, and expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors.

(i) *Use of Proceeds*. The Company will use the net proceeds received in connection with the offering and sale of the Primary Securities in the manner described in the "Use of Proceeds" section of the Registration Statement, the General Disclosure Package and the Final Prospectus and, except as disclosed in the Registration Statement, General Disclosure Package and the Final Prospectus, the Company does not intend to use any of the proceeds from the sale of the Primary Securities hereunder to repay any outstanding debt owed to any affiliate of any Underwriter.

(j) *Absence of Manipulation*. The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities.

(k) *Restriction on Sale of Securities*. The Company will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to United States dollar-denominated debt securities issued or guaranteed by the Company and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC for a period beginning on the date hereof and ending on the Closing Date (the "**Lock-Up Period**").

7. *Free Writing Prospectuses*. (a) Issuer Free Writing Prospectuses. The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus", as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**". The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus", as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

(b) *Term Sheet*. The Company will prepare a final term sheet relating to the Offered Securities, containing only information that describes the final terms of the Offered Securities and otherwise in a form consented to by the Representatives, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) following the date such final terms have been established for the offering of the Offered Securities. Any such final term sheet is an Issuer Free Writing Prospectus and a Permitted Free Writing Prospectus for purposes of this Agreement. The Company also consents to the use by any Underwriter of a free writing prospectus that contains only (i) (A) information describing the preliminary terms of the Offered Securities or their offering or (B) information that describes the final terms of the Offered Securities or their offering and that is included in the final term sheet of the Company contemplated in the first sentence of this subsection or (ii) other information that is not "issuer information", as defined in Rule 433, it being understood that any such free writing prospectus referred to in clause (i) or (ii) above shall not be an Issuer Free Writing Prospectus for purposes of this Agreement.

8. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for (i) the Primary Securities on the Closing Date will be subject to the accuracy of the representations and warranties of the Company herein (as though made on the Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent and (ii) the Secondary Securities on the Closing Date will be subject to the accuracy of the representations and warranties of the Company and the Selling Securityholders herein (as though made on the Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company and the Selling Securityholders of their respective obligations hereunder and, in each case, to the following additional conditions precedent, except that the condition specified in Section 8(h) shall not apply with respect to the Underwriters' obligation to purchase and pay for the Primary Securities pursuant to this Agreement:

(a) *Accountants' Comfort Letters*. The Representatives shall have received letters, dated, respectively, the date hereof and the Closing Date, of Deloitte & Touche LLP, confirming that it is a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and substantially in the form of Schedule D hereto (except that, in any letter dated the Closing Date, the specified date referred to in Schedule D hereto shall be a date no more than three days prior to the Closing Date).

(b) *Filing of Prospectus*. The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 6(a) hereof. No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any

change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market the Offered Securities; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 3(a)(62)), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical to market or to enforce contracts for the sale of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum or maximum prices for trading on such

exchange; (v) any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (vi) any banking moratorium declared by any U.S. Federal or New York authorities; (vii) any major disruption of settlements of securities, payment or clearance services in the United States or any other country where such securities are listed, or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to market the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for Company*. The Representatives shall have received an opinion, dated the Closing Date, of Faegre Baker Daniels LLP, counsel for the Company, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Exhibit A hereto.

(e) *Opinion of General Counsel to the Company*. The Representatives shall have received an opinion, dated the Closing Date, of Brian G. Iverson, Esq., General Counsel to the Company, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Exhibit B hereto.

(f) *Opinion of Counsel for Underwriters*. The Representatives shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to such matters as the Representatives may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Davis Polk & Wardwell LLP may rely as to the incorporation of the Company and all other matters governed by South Dakota law upon the opinion of Brian G. Iverson, Esq., General Counsel to the Company, referred to above.

(g) *Officers' Certificate*. The Representatives shall have received a certificate, dated the Closing Date, of an executive officer of the Company and a principal financial or accounting officer of the Company in which such officers shall state that: the representations and warranties of the Company in this Agreement are true and correct; the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated by the Commission; and, subsequent to the date of the most recent financial statements in the General Disclosure Package, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole except as set forth in or contemplated by the General Disclosure Package or as described in such certificate.

(h) *Exchange Agreement*. The Selling Securityholders shall have purchased the Secondary Securities pursuant to the Exchange Agreement (provided that this condition shall be deemed satisfied if the failure by the Selling Securityholders to purchase the Secondary Securities is a result of a breach of the obligations of the Selling Securityholders under the Exchange Agreement).

The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder.

9. *Conditions of the Obligations of the Company and the Selling Securityholders.*

(a) The obligations of the several Selling Securityholders to sell and deliver the Secondary Securities on the Closing Date are subject to the conditions that at the Closing Date: (i) the Selling Securityholders shall have purchased the Secondary Securities from the Company pursuant to the Exchange Agreement and (ii) no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by the Commission. If such conditions shall not have been satisfied, this Agreement to the extent it relates to the sale of Secondary Securities may be terminated by the Selling Securityholders by notice to the Company and the Representatives, without liability of any party to any other party except as provided in Section 4 hereof and except that, in the case of any such termination of this Agreement, all provisions hereof relating to the purchase and sale of the Primary Securities and Section 6(h), Section 10, Section 12

and Section 18 hereof as they relate to the Secondary Securities and/or the Selling Securityholders shall survive such termination of this Agreement and remain in full force and effect.

(b) The obligations of the Company to sell and deliver the Primary Securities on the Closing Date are subject to the conditions that at the Closing Date (i) the Selling Securityholders shall have purchased the Secondary Securities from the Company pursuant to the Exchange Agreement, (ii) this Agreement shall not have been terminated as it relates to the sale of Secondary Securities, and (iii) the Selling Securityholders shall stand ready to sell and deliver, and the Underwriters shall stand ready to purchase, the Secondary Securities as contemplated hereby.

10. *Indemnification and Contribution*. (a) Indemnification by the Company. The Company will indemnify and hold harmless (i) each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Underwriter Indemnified Party**") and (ii) each Selling Securityholder, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a "**Selling Securityholder Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Underwriter Indemnified Party or Selling Securityholder Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter Indemnified Party or Selling Securityholder Indemnified Party for any legal or other expenses reasonably incurred by such Underwriter Indemnified Party or Selling Securityholder Indemnified Party, as applicable, in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party or Selling Securityholder Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives, or by any Selling Security Holder, as applicable, specifically for use therein, it being understood and agreed that (i) the only such information furnished by any Underwriter consists of the information described as such in subsection (c) below and (ii) the only such information furnished by any Selling Securityholder consists of the information described as such in subsection (b) below.

(b) *Indemnification by the Selling Securityholders*. Each Selling Securityholder agrees, severally and not jointly, to indemnify and hold harmless each other Selling Securityholder Indemnified Party, each Underwriter Indemnified Party and the Company, each of its directors and each of its officers who signs a Registration Statement and each person, if any, who controls the

Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a "**Company Indemnified Party**") against any losses, claims, damages or liabilities to which such Indemnified Party (as defined below) may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Selling Securityholder specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Selling Securityholder Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Selling Securityholder consists of the following information in the Final Prospectus: information regarding the name of and beneficial ownership by such Selling Securityholder of the Secondary Securities in the table under the caption "Selling Securityholders" in the Final Prospectus.

(c) *Indemnification by the Underwriters*. Each Underwriter will severally and not jointly indemnify and hold harmless each Company Indemnified Party and each Selling Securityholder Indemnified Party, against any losses, claims, damages or liabilities to which such Company Indemnified Party or Selling Securityholder Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Company Indemnified Party or Selling Securityholder Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Company Indemnified Party or Selling Securityholder Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being

understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: the concession and discount figures appearing in the third paragraph under the caption "Underwriting" and the information contained in the sixth through eleventh paragraphs under the caption "Underwriting") (pertaining to the underwriters' intention to make market in the Offered Securities, stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids and the allocation of Internet distributions).

(d) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, each Company Indemnified Party, Selling Securityholder Indemnified Party or Underwriter Indemnified Party (in any such case, an "**Indemnified Party**") will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a), (b) or (c) above, notify the indemnifying party of the commencement

thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under subsection (a), (b) or (c) above. In case any such action is brought against any Indemnified Party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the indemnifying party), and after notice from the indemnifying party to such Indemnified Party of its election so to assume the defense thereof, the indemnifying party will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened action in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Party.

(e) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above, then each indemnifying party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages or liabilities referred to in subsection (a), (b) or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company or the Selling Securityholders, as the case may be, on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company or the Selling Securityholders, as the case may be, on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company, the Selling Securityholders and the Underwriters, respectively, shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company or the Selling Securityholders, as the case may be, bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Selling Securityholders or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding the provisions of this Section 10, no Selling Securityholder shall be required to contribute any amount in excess of the amount of the cash payment received by such Selling Securityholder pursuant to this Agreement. The amount paid by an Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject of this subsection (e). Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint. The Company, the Selling

Securityholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 10(e) were determined by pro rata allocation (even if the Underwriters or Selling Securityholders, as the case may be, were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 10(e).

11. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on the Closing Date and the aggregate principal amount of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons,

including any of the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on the Closing Date. If any Underwriter or Underwriters so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 12. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

12. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers, of the several Selling Securityholders and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, Selling Securityholder, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 11 hereof or the occurrence of any event specified in clause (iii), (iv), (vi), (vii) or (viii) of Section 8(d), the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company, the Selling Securityholders and the Underwriters pursuant to Section 10 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and Section 3 hereof and all obligations under Section 6 shall also remain in effect.

13. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives at J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk; Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division; and Wells Fargo Securities, LLC, 550 South Tryon Street, 5th Floor, Charlotte, NC 28202, Attention: Transaction Management, facsimile: (704) 410-0326, or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at 7001 Mount Rushmore Road, Rapid City, South Dakota 57702, Attention: Brian G. Iverson, Esq., General Counsel; *provided, however*, that any notice to an Underwriter pursuant to Section 10 will be mailed, delivered or telegraphed and confirmed to such Underwriter.

14. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 10, and no other person will have any right or obligation hereunder.

15. *Representation of Underwriters*. The Representatives will act for the several Underwriters in connection with this financing, and any action under this Agreement taken by the Representatives will be binding upon all the Underwriters.

16. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

17. *Absence of Fiduciary Relationship*. The Company and each of the Selling Securityholders acknowledge and agree that:

(a) *No Other Relationship*. The Representatives have been retained solely to act as an underwriter in connection with the sale of Offered Securities and that no fiduciary, advisory or agency relationship between the Company or the Selling Securityholders, as the case may be, and the Representatives has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether the Representatives have advised or is advising the Company or the Selling Securityholders on other matters;

(b) *Arms' Length Negotiations*. The price of the Offered Securities set forth in this Agreement was established by the Company and the Selling Securityholders following discussions and arms'-length negotiations with the Representatives, and each of the Company and each Selling Securityholder is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. Each of the Company and each Selling Securityholder has been advised that the Representatives and their respective affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company or the Selling Securityholders, as the case may be, and that the Representatives have no obligation to disclose such interests and transactions to the Company or the Selling Securityholders by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. Each of the Company and each Selling Securityholder waives, to the fullest extent permitted by law, any claims it may have against the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Representatives shall have no liability (whether direct or indirect) to the Company or the Selling Securityholders, as the case may be, in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company or the Selling Securityholders, including their respective stockholders, employees or creditors.

18. ***Applicable Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.**

The Company and each Selling Securityholders hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the

Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Selling Securityholder irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

BLACK HILLS CORPORATION

By: /s/ Richard W. Kinzley
Name: Richard W. Kinzley
Title: Senior Vice President and CFO

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

MORGAN STANLEY & CO. LLC

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Executive Director

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

Acting on behalf of themselves, as attorneys-in-fact for each of the several Selling Securityholders, and as the Representatives of the several Underwriters.

SCHEDULE A

Selling Securityholders	Principal Amount of Secondary Securities
J.P. Morgan Securities LLC	$ 74,750,000
Morgan Stanley & Co. LLC	59,800,000
Wells Fargo Securities, LLC	59,800,000
Credit Suisse Securities (USA) LLC	17,940,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	17,940,000
MUFG Securities Americas Inc.	17,940,000
RBC Capital Markets, LLC	17,940,000
U.S. Bancorp Investments, Inc.	17,940,000

BMO Capital Markets Corp.		7,475,000
Scotia Capital (USA) Inc.		7,475,000
Total	**$**	**299,000,000**

SCHEDULE B

Underwriter	Principal Amount of Primary Securities	Principal Amount of Secondary Securities
J.P. Morgan Securities LLC	25,250,000	$ 74,750,000
Morgan Stanley & Co. LLC	20,200,000	59,800,000
Wells Fargo Securities, LLC	20,200,000	59,800,000
Credit Suisse Securities (USA) LLC	6,060,000	17,940,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	6,060,000	17,940,000
MUFG Securities Americas Inc.	6,060,000	17,940,000
RBC Capital Markets, LLC	6,060,000	17,940,000
U.S. Bancorp Investments, Inc.	6,060,000	17,940,000
BMO Capital Markets Corp.	2,525,000	7,475,000
Scotia Capital (USA) Inc.	2,525,000	7,475,000
Total	**$ 101,000,000**	**$ 299,000,000**

SCHEDULE C

1. General Use Issuer Free Writing Prospectuses (included in the General Disclosure Package)

"General Use Issuer Free Writing Prospectus" includes each of the following documents:

1. Final term sheet, dated August 14, 2018, a copy of which is attached hereto.

2. Other Information Included in the General Disclosure Package

The following information is also included in the General Disclosure Package:

None.

Filed Pursuant to Rule 433
Registration No. 333-219705

Pricing Term Sheet
August 14, 2018

Black Hills Corporation

This communication should be read in conjunction with the preliminary prospectus supplement dated August 13, 2018 and the accompanying base prospectus. The information in this communication supersedes the information in the preliminary prospectus supplement and the accompanying base prospectus to the extent inconsistent with the information in the preliminary prospectus supplement and the accompanying base prospectus. In all other respects, this communication is qualified in its entirety by reference to the preliminary prospectus supplement and the accompanying base prospectus.

$400,000,000 4.350% Notes due 2033

Issuer:	Black Hills Corporation
Title of securities:	4.350% Notes due 2033
Aggregate principal amount offered:	$400,000,000 principal amount

Principal amount per note:	$2,000 x $1,000
Initial price to public:	99.543% of principal amount
Gross proceeds:	$398,172,000
Underwriters' discount:	0.850%
Annual interest rate:	4.350% per annum
Yield to maturity:	4.393%
Benchmark:	2.875% due August 15, 2028
Benchmark yield:	2.893%
Spread to treasury:	+150 bps
Interest payment dates:	May 1 and November 1 of each year, commencing November 1, 2018
Stated maturity:	May 1, 2033
Redemption:	
Make-whole call:	Callable at the greater of par and the make-whole (Treasury Rate plus 25 bps) at any time before February 1, 2033, as described under the heading "Description of the Notes—Redemption" in the preliminary prospectus supplement.

Par call:	Callable at par at any time on or after February 1, 2033, as described under the heading "Description of the Notes—Redemption" in the preliminary prospectus supplement.
Ranking:	Senior Unsecured
Joint Book-Running Managers:	J.P. Morgan Securities LLC Morgan Stanley & Co. LLC Wells Fargo Securities, LLC
Passive Book-Running Manager:	Credit Suisse Securities (USA) LLC
Senior Co-Managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated MUFG Securities Americas Inc. RBC Capital Markets, LLC U.S. Bancorp Investments, Inc.
Co-Managers:	BMO Capital Markets Corp. Scotia Capital (USA) Inc.
Trade date:	August 14, 2018
Settlement date (T+3):**	August 17, 2018
CUSIP / ISIN:	092113AQ2/US092113AQ27

Selling Securityholders	**Principal Amount of the Notes Beneficially Owned and Offered**
J.P. Morgan Securities LLC	$ 74,750,000
Morgan Stanley & Co. LLC	59,800,000
Wells Fargo Securities, LLC	59,800,000
Credit Suisse Securities (USA) LLC	17,940,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	17,940,000
MUFG Securities Americas Inc.	17,940,000
RBC Capital Markets, LLC	17,940,000
U.S. Bancorp Investments, Inc.	17,940,000

BMO Capital Markets Corp.		7,475,000
Scotia Capital (USA) Inc.		7,475,000
Total	**$**	**299,000,000**

** It is expected that delivery of the notes will be made against payment thereof on or about August 17, 2018, which will be the third business day following the date of the pricing of the notes (such settlement being referred to as "T+3"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are generally required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing will be required, by virtue of the fact that the notes will initially settle in T+3, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement.

The issuer has filed a registration statement (including a prospectus and related preliminary prospectus supplement) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus and preliminary prospectus supplement in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at 1-212-834-9622, Morgan Stanley & Co. LLC at 1-866-718-1649, or Wells Fargo Securities, LLC at 1-800-645-3751.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

SCHEDULE D

Form of Comfort Letter

August 14, 2018

Board of Directors of Black Hills Corporation
c/o Black Hills Corporation
7001 Mount Rushmore Road
Rapid City, South Dakota 57702

and

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Wells Fargo Securities, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

As Representatives of the Several Underwriters

Dear Sirs and Madams:

We have audited the consolidated balance sheets of Black Hills Corporation and subsidiaries (the "Company") as of December 31, 2017 and 2016, and the consolidated statements of income (loss), comprehensive income (loss), equity and cash flows for each of the three years in the period ended December 31, 2017, the related financial statement schedule, and the effectiveness of the Company's internal control over financial reporting as of December 31, 2017. The Company's financial statements and financial statement schedule and our report thereon and our report on the effectiveness of the Company's internal control over financial reporting are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017, and incorporated by reference in the Company's registration statement (No. 333-219705) on Form S-3 filed by the Company under the Securities Act of 1933 (the "Act"). The registration statement and related prospectus dated August 4, 2017, supplemented by the preliminary prospectus supplement dated August 13, 2018, are herein referred to as the Registration Statement.

In connection with the Registration Statement —

1. We are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable

rules and regulations thereunder adopted by the Securities and Exchange Commission (SEC) and the Public Company Accounting Oversight Board (United States) (PCAOB).

2. In our opinion, the consolidated financial statements and financial statement schedule audited by us and incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the related rules and regulations adopted by the SEC.

3. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 2017; although we have conducted an audit for the year ended December 31, 2017, the purpose (and therefore the scope) of the audit was to enable us to express our opinion on the consolidated financial statements as of December 31, 2017, and for the year then ended, but not on the consolidated financial statements for any interim period within that year. Therefore, we are unable to and do not express any opinion on:

   a) The unaudited condensed consolidated balance sheet as of March 31, 2018, and the unaudited condensed consolidated statements of income, comprehensive income (loss), and cash flows for the three-month periods ended March 31, 2018 and 2017, included in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, incorporated by reference in the Registration Statement.

   b) The unaudited condensed consolidated balance sheet as of June 30, 2018, the unaudited condensed consolidated statements of income and comprehensive income for the three-month and six-month periods ended June 30, 2018 and 2017, and the unaudited condensed consolidated statements of cash flows for the six-month periods ended June 30, 2018 and 2017, included in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, incorporated by reference in the Registration Statement.

   c) The financial position, results of operations, or cash flows as of any date or for any period subsequent to December 31, 2017.

4. For purposes of this letter, we have read the 2018 minutes of the meetings of the stockholders, the board of directors, and committees of the board of directors of the Company and its subsidiaries as set forth in the minute books at August 10, 2018, officials of the Company having advised us that the minutes of all such meetings through that date were set forth therein, except for the minutes of the July 23-25, 2018 Black Hills Corporation Board of Directors Meeting, the July 24, 2018 Audit Committee Meeting, the July 24, 2018 Governance Committee Meeting, and the August 6, 2018 Audit Committee Meeting, for which we were provided the meeting agendas; we have carried out other procedures to August 10, 2018, as follows (our work did not extend to the period from August 11, 2018, to August 14, 2018, inclusive):

   a) With respect to the three-month periods ended March 31, 2018 and 2017, and the three-month and six-month periods ended June 30, 2018 and 2017, we have —

      (i) Performed the procedures specified by the PCAOB for a review of interim financial information as described in PCAOB AS 4105 on the unaudited condensed consolidated financial statements for these periods, described in 3, included in the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2018, and June 30, 2018, each incorporated by reference in the Registration Statement.

      (ii) Inquired of certain officials of the Company who have responsibility for financial and accounting matters whether the unaudited condensed consolidated financial statements referred to in a(i) comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

   b) With respect to the period from July 1, 2018, to August 10, 2018, we have —

      (i) Inquired of certain officials of the Company who have responsibility for financial and accounting matters who have informed us that no consolidated financial statements as of any date or for any period subsequent to June 30, 2018 are available.

The foregoing procedures do not constitute an audit conducted in accordance with the standards of the PCAOB. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph. Accordingly, we make no representations regarding the sufficiency of the foregoing procedures for your purposes.

5. Nothing came to our attention as a result of the foregoing procedures, however, that caused us to believe that —

   a) Any material modifications should be made to the unaudited consolidated financial statements described in 3, and incorporated by reference in the Registration Statement, for them to be in conformity with accounting principles generally accepted in the United States of America.

   b) The unaudited consolidated financial statements described in 3 do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

6. As mentioned in 4(b), Company officials have advised us that no consolidated financial statements as of any date or for any period subsequent to June 30, 2018, are available; accordingly, the procedures carried out by us with respect to changes in financial statement items after June 30, 2018, have, of necessity, been even more limited than those with respect to the periods referred to in 4. We have inquired of

certain officials of the Company who have responsibility for financial and accounting matters whether (a) at August 10, 2018, there was any change in the common stock, increase in long-term debt, or any decreases (increases) in consolidated net current assets (liabilities) or total stockholders' equity of the Company as compared with amounts shown in the June 30, 2018 unaudited condensed consolidated balance sheet incorporated by reference in the Registration Statement or (b) for the period from July 1, 2018, to August 10, 2018, there were any decreases, as compared with the corresponding period in the preceding year, in consolidated operating revenues or in the total or per-share amounts of net income. On the basis of these inquiries and our reading of the minutes as described in 4, nothing has come to our attention that has caused us to believe that there was any such change, increase, or decrease, except in all instances for changes, increases, or decreases that the Registration Statement discloses have occurred or may occur and except as set forth in the table below associated with common stock. Officials of the Company have advised us that complete information is not available as to consolidated net current assets (liabilities) or total stockholders' equity as of August 10, 2018, and that no information is available as to the consolidated operating revenues or in the total or per-share amounts of net income of the Company for the period July 1, 2018, to August 10, 2018.

	June 30, 2018	August 10 2018	Increase
Common Stock	53,661,850	53, 661,858	8

7. For purposes of this letter, we have also read the items identified by you on the attached pages of the Company's Annual Report on Form 10-K for the year ended December 31, 2017, the Company's Quarterly Reports on Form 10-Q for the periods ended March 31, 2018 and June 30, 2018, and the Registration Statement, and have performed the following procedures, which were applied as indicated with respect to the symbols explained below:

   A. Compared the amount with the corresponding amount in the Company's audited consolidated financial statements or notes thereto included in the Company's Annual Report on Form 10-K for the period indicated, and found the amounts to be in agreement.

   B. Recalculated based on amounts appearing in the audited consolidated financial statements or notes thereto included in the Company's Annual Report on Form 10-K for the period indicated.

   C. Compared the amount with the corresponding amount in the Company's unaudited consolidated financial statements or notes thereto included in the Company's Quarterly Report on Form 10-Q for the period indicated, and found the amounts to be in agreement.

   D. Recalculated based on amounts appearing in the unaudited consolidated financial statements or notes thereto included in the Company's Quarterly Report on Form 10-Q for the period indicated.

   E. Compared the amounts or percentages with or proved the arithmetic accuracy of the amounts or percentages (subject to rounding, as applicable) based on financial schedules or reports prepared by the Company and found them to be in agreement. Amounts appearing in such schedules or reports were compared with accounting records of the Company and found to be in agreement.

   F. Recalculated the amounts or percentages and proved the arithmetic accuracy of the amounts or percentages (subject to rounding, as applicable).

   G. Recalculated the amounts or percentages and proved the arithmetic accuracy of the amounts or percentages (subject to rounding, as applicable). It should be understood that (1) we make no representations regarding the Company's determination and presentation of the non-GAAP measures of financial performance, Gross Margin and Earnings Per Share from Continuing Operations, as adjusted, (2) the non-GAAP measures presented may not be comparable to similarly titled measures reported by other companies, and (3) we make no comment as to whether the non-GAAP measures comply with the requirements of Item 10 of Regulation S-K.

   H. We recalculated the amount shown based on the amounts incorporated by reference in the Registration Statement for the period indicated and found them to be in agreement. We also compared the presentation of the ratio of earnings to fixed charges with the requirements of Item 503(d) of Regulation S-K. We also inquired of certain officials of the Company who have responsibility for financial and accounting matters whether the ratio of earnings to fixed charges computations conform in all material respects with the disclosure requirements of Item 503(d) of Regulation S-K. Nothing came to our attention that caused us to believe that the ratio of earnings to fixed charges computations do not conform in all material respects with the disclosure requirements of Item 503(d) of Regulation S-K.

8. Our audit of the consolidated financial statements for the periods referred to in the introductory paragraph of this letter comprised audit tests and procedures deemed necessary for the purpose of expressing an opinion on such financial statements taken as a whole. For none of the periods referred to therein, or any other period, did we perform audit tests for the purpose of expressing an opinion on individual balances of accounts or summaries of selected transactions such as those enumerated above and, accordingly, we express no opinion thereon.

9. It should be understood that we make no representations regarding questions of legal interpretation or regarding the sufficiency for your purposes of the procedures enumerated in paragraph 7; also, such procedures would not necessarily reveal any material misstatement of the amounts or percentages listed above. Further, we have addressed ourselves solely to the foregoing data as set forth in the Registration Statement and make no representations regarding the adequacy of disclosure or regarding whether any material facts have been omitted.

10. This letter is solely for the information of the addressees and to assist the underwriters in conducting and documenting their investigation of

the affairs of the Company in connection with the offering of the securities covered by the Registration Statement, and it is not to be used, circulated, quoted, or otherwise referred to within or without the underwriting group for any purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with or referred to in whole or in part in the Registration Statement or any other document, except that reference may be made to it in the underwriting agreement or in any list of closing documents pertaining to the offering of the securities covered by the Registration Statement.

Yours truly,

SCHEDULE E

("**Significant Subsidiaries**")

Significant Subsidiaries

Subsidiary Name	State of Organization
Black Hills Colorado Electric, Inc.	Delaware
Black Hills Power, Inc.	South Dakota
Black Hills Utility Holdings, Inc.	South Dakota
Cheyenne Light, Fuel and Power Company	Wyoming
Black Hills Gas Holdings, LLC	Delaware
Black Hills Gas, LLC	Delaware
Black Hills Gas Distribution, LLC	Delaware

EXHIBIT A

[Form of Opinion of Faegre Baker Daniels LLP]

August [17], 2018

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Wells Fargo Securities, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

and the other several Underwriters
listed in Schedule B to the
Underwriting Agreement
referenced below

Re: Offering of $400 million principal amount of [•]% Notes due 2033 of Black Hills Corporation

Ladies and Gentlemen:

We have acted as counsel to Black Hills Corporation, a South Dakota corporation (the "Company"), in connection with the Underwriting Agreement, dated August 14, 2018 (the "Underwriting Agreement"), by and among the (i) Company, (ii) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the selling securityholders listed therein (the "Selling Securityholders"), and (iii) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the several underwriters listed therein (the "Underwriters"), relating to the offering and sale by the Company of $101 million aggregate principal amount of the Company's [•]% Notes due 2033 (the "Primary Securities") and by the Selling Securityholders of $299 million aggregate principal amount of the Company's [•]% Notes due 2033 (the "Secondary Securities," and together with the Primary Securities, the "Offered Securities"). The Secondary Securities will be acquired by the Selling Securityholders pursuant to the Exchange Agreement dated August 14, 2018 between the Company and each of the Selling Securityholders (the "Exchange Agreement"). Capitalized terms used and not defined herein have the respective meanings ascribed to such terms in the

Underwriting Agreement. We are delivering this opinion letter pursuant to Section [8(d)] of the Underwriting Agreement.

The Offered Securities are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Trustee") (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the Closing Date (the "Supplemental Indenture" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the Supplemental Indenture, the "Indenture"). The Base Indenture, the Supplemental Indenture, the Underwriting Agreement and the Exchange Agreement are sometimes referred to herein collectively as the "Transaction Documents."

We have made such examination of law and facts as we have deemed necessary as a basis for our opinions set forth below. In connection with such examination, we have reviewed the following documents:

(a) The Company's automatic shelf Registration Statement on Form S-3 (333-219705) filed with the Securities and Exchange Commission (the "Commission") on August 4, 2017 (the "Registration Statement");

(b) The prospectus dated August 4, 2017 included within the Registration Statement (the "Base Prospectus"), the preliminary prospectus supplement dated August 13, 2018 relating to the Offered Securities (together with the Base Prospectus, the "Preliminary Prospectus"), the General Disclosure Package, and the prospectus supplement dated August [•], 2018 relating to the Offered Securities (together with the Base Prospectus, the "Final Prospectus"), in each case, including the documents incorporated by reference therein;

(c) The Underwriting Agreement;

(d) The Indenture, including the forms of Offered Securities attached to the Supplemental Indenture; and

(e) The Exchange Agreement.

Based upon and subject to the foregoing and the qualifications set forth in Annex I attached hereto, we advise you that in our opinion:

1. The Indenture has been duly qualified under the Trust Indenture Act.

2. The Offered Securities delivered on the Closing Date conform to the description thereof contained in the General Disclosure Package and the Final Prospectus.

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3. When executed and authenticated in accordance with the provisions of the Indenture and delivered and paid for in accordance with the terms of the Exchange Agreement and the Underwriting Agreement, the Offered Securities will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and will be entitled to the benefits of the Indenture, subject in each case to applicable bankruptcy, insolvency, voidable transaction, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in equity or at law).

4. The Indenture constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, voidable transaction, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in law or at equity).

5. The execution and delivery by the Company of the Supplemental Indenture, the Offered Securities and the Underwriting Agreement, and the performance by the Company of its obligations under the Transaction Documents and the Offered Securities, will not violate or result in a breach of any provision of federal law or the laws of the State of New York (except no opinion is rendered with respect to federal or state securities or Blue Sky laws or regulations adopted by the Financial Industry Regulatory Authority, Inc. ("FINRA") in connection with the purchase and distribution of the Offered Securities by the Underwriters).

6. No consent, approval, authorization or order of, or qualification with, any federal or state governmental body or agency is required under U.S. federal law or the laws of the State of New York to be made or obtained by the Company in connection with the performance by the Company of its obligations under the Transaction Documents or the Offered Securities or the consummation by the Company of the transactions effected pursuant to the Underwriting Agreement, except such as have been obtained or may be required by federal or state securities or Blue Sky laws or regulations adopted by FINRA.

7. The Company is not, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Final Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended, and the rules and regulations thereunder (the "ICA").

8. The statements in each of the General Disclosure Package and the Final Prospectus under the captions "Description of the Notes" and "Description of Senior Debt Securities," insofar as such statements purport to summarize matters of law, descriptions of statutes, rules or regulations, legal documents or legal proceedings, in

each case fairly summarize in all material respects such matters, statutes, rules, regulations, documents or proceedings when taken as a whole.

9. The statements in each of the General Disclosure Package and the Final Prospectus under the caption "Material U.S. Federal Income Tax Consequences," insofar as such statements purport to summarize the United States federal tax laws referred to therein, fairly summarize in all material respects the United States federal tax laws referred to therein.

10. The Registration Statement became effective under the Securities Act of 1933, as amended (the "Act'), upon filing with the Commission.

11. Each of the Registration Statement and the documents filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") expressly incorporated by reference into the Registration Statement, the General Disclosure Package or the Final Prospectus (except for the financial statements and financial schedules, oil and gas reserve reports and other financial or accounting data included or incorporated by reference therein or omitted therefrom, as to which we express no opinion), when such document was filed with the Commission, appeared on its face to comply as to form in all material respects with the requirements of the Act and the Exchange Act, as applicable, and the applicable rules and regulations of the Commission thereunder. In passing upon compliance as to the form of such documents, we have assumed that the statements made or incorporated by reference therein are complete and correct.

In connection with the preparation of the General Disclosure Package and the Final Prospectus, we have participated in conferences with officers and other representatives of the Company and the independent public accountants for the Company at which the contents of the same and related matters were discussed. On the basis of such participation and review, but without independent verification by us of, and, other than with respect to opinion paragraphs 2, 8 and 9, without assuming any responsibility for, the accuracy, completeness or fairness of the statements contained in the General Disclosure Package and the Final Prospectus, no facts have come to our attention that cause us to believe that (a) the General Disclosure Package (except for the financial statements and financial schedules, oil and gas reserve reports and other financial or accounting data included or incorporated by reference therein or omitted therefrom, as to which we make no statement) as of the Applicable Time or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (b) the Final Prospectus (except for the financial statements and financial schedules, oil and gas reserve reports and other financial or accounting data included or incorporated by reference therein or omitted therefrom, as to which we make no statement) when issued, or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter and the opinions expressed herein are being furnished solely for your information in connection with the Underwriting Agreement and may not be used, circulated, quoted or relied upon by any other person or for any other purpose without our prior written consent, except that we hereby authorize the Trustee to rely upon opinion paragraphs 1, 3 and 4 of this opinion letter as if they had been addressed to it.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: _____

In rendering the accompanying opinion letter, we wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) We have relied upon representations made by the Company in the Transaction Documents, the assumptions set forth below as to the matters referred therein, and upon certificates of, and information provided by, officers and employees of the Company reasonably believed by us to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation. With respect to our opinion in paragraph 7 of our opinion letter that the Company is not required to be registered as an "investment company" under the ICA, we have relied exclusively, as to all factual matters, on a certificate of an officer of the Company.

(b) Our opinion letter is limited to U.S. federal laws and, solely with respect to paragraphs 3 through 6 and 8 of our opinion letter, the laws of the State of New York, in each case that are applicable to the Company other than those that are part of a regulatory scheme specifically applicable to business organizations engaged in the type of regulated business activities conducted by the Company (the "Covered Laws"), and we express no opinion as to the effect on the matters covered by our opinions of any other law. Furthermore, in rendering opinions as to any jurisdictions, we have only considered the applicability of statutes, rules, regulations and judicial decisions that a lawyer practicing in such jurisdiction (the "Opining Jurisdictions") exercising customary professional diligence would reasonably recognize as being directly applicable to the Company or the transactions contemplated by the Underwriting Agreement.

(c) We express no opinion as to whether, or to the extent of which, the laws of any particular jurisdiction apply to the

subject matter hereof, including without limitation the enforceability of the governing law provision contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

(d) We have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each Transaction Document and the Offered Securities have been duly authorized, executed and delivered by each party thereto; (iii) each party having rights under any Transaction Documents or the Offered Securities (other than the Company) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents and the Offered Securities against it and the other parties; (iv) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original,

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and all signatures on each such document are genuine; (v) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (vi) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the Opining Jurisdictions; (vii) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; (viii) documents reviewed by us (other than the Indenture and the Offered Securities) would be enforced as written and would be interpreted in a manner consistent with their interpretation under the laws of the State of New York; (ix) the Company will not in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents or the Offered Securities that would result in a violation of law or constitute a breach or default under any other agreement, order or regulation; (x) the Company will obtain all permits and governmental approvals required in the future, and take all future actions similarly required, relevant to the performance of the Transaction Documents and the Offered Securities; (xi) all parties to the transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the Offered Securities; and (xii) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of any of the Transaction Documents.

(e) We have further assumed, without investigation, that (i) the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) the Company has the power and authority under its governing documents and the laws of its jurisdiction of incorporation to execute and deliver the Transaction Documents and the Offered Securities, to perform its obligations thereunder and to consummate the transactions contemplated thereby; (iii) the Transaction Documents and the Offered Securities have been duly authorized, executed and delivered by the Company; and (iv) the Company has obtained all governmental and third party authorizations, consents, approvals and orders and has made all filings and registrations required to enable it to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Offered Securities (which authorizations, consents, approvals and orders have become final and remain in full force and effect), and such execution, delivery, performance and consummation does not and will not violate or conflict with the Company's governing documents or any law, rule, regulation, order, decree, judgment, instrument or agreement binding upon the Company or its properties (it being understood that the assumption set forth in this clause (iv) does not extend to Covered Laws as addressed in paragraphs 5 and 6 of the Opinion Letter).

(f) We express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury or fraudulent transfer, voidable transaction

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or fraudulent conveyance "savings" provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; and (iii) any provision waiving legal, statutory or equitable defenses or other procedural, judicial or administrative rights.

(g) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, we do not undertake to advise you with respect to any other matter or of any change in such facts and laws or in the interpretation thereof which may occur after the date hereof.

(h) Without limiting any other qualifications set forth herein, the opinions expressed in opinion paragraphs 3 and 4 are subject to the effect of generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (v) govern and afford judicial discretion regarding determination of damages and entitlement to attorneys' fees and other costs; (vi) may permit a party who has materially failed to render or offer performance required by

a contract to cure that failure unless either permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (vii) may limit the enforceability of provisions imposing premiums or liquidated damages to the extent such provisions constitute, or are deemed to constitute, a penalty or forfeiture and provisions imposing increased interest rates upon default, or providing for the compounding of interest or the payment of interest on interest; (viii) may limit the amount payable under the Offered Securities upon an acceleration to the extent that a portion of the amount so payable is considered by a court to be unearned interest; (ix) may require mitigation of damages; (x) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation); (xi) may require that a claim with respect to any debt securities that are payable other than in U.S. dollars (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law; and (xi) may limit, delay or prohibit the making of payments outside the United States.

(i) The opinions expressed herein do not address any of the following legal issues: (i) other than as set forth in opinion paragraphs 1, 7, 10 and 11 and the confirmation in the penultimate paragraph, federal securities laws and regulations, (ii) state securities and Blue Sky laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments; (iii) margin regulations of the Board of Governors of the Federal Reserve System; (iv) other than as set forth in opinion paragraph 9, federal and state tax laws and regulations; (v) the statutes and ordinances, administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level) and judicial decisions to the extent that they deal with the foregoing; (vi) voidable transaction, fraudulent transfer and fraudulent conveyance laws; (vii) laws, regulations, directives and executive orders restricting transactions with or freezing or otherwise controlling assets of designated foreign persons or governing investments by foreign persons in the United States; (viii) foreign, supranational or international laws; and (ix) compliance with fiduciary duty and conflict-of-interest requirements.

(j) With respect to the statements in the penultimate paragraph of the accompanying opinion letter, the purpose of our professional engagement was not to establish or to confirm factual matters set forth in the General Disclosure Package or the Final Prospectus, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the General Disclosure Package or the Final Prospectus involve matters of a non-legal nature.

EXHIBIT B

[Form of Internal Counsel Opinion]

August [17], 2018

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Wells Fargo Securities, LLC
550 South Tyron Street
Charlotte, North Carolina 28202

and the other several Underwriters
listed in Schedule B to the
Underwriting Agreement
referenced below

Re: Offering of $400 million aggregate principal amount of [•]% Notes due 2033 of Black Hills Corporation

Ladies and Gentlemen:

I am Senior Vice President and General Counsel of Black Hills Corporation, a South Dakota corporation (the "Company"). I have acted in such capacity in connection with the Underwriting Agreement, dated August 14, 2018 (the "Underwriting Agreement"), by and among (i) the Company, (ii) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the selling securityholders listed therein (the "Selling Securityholders"), and (iii) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the several underwriters listed therein (the "Underwriters"), relating to the offering and sale by the Company and the Selling Securityholders of $400 million aggregate principal amount of the Company's [•]% Notes due 2033 (the "Offered Securities"). Capitalized terms used and not defined herein have the respective meanings ascribed to such terms in the Underwriting Agreement. I am delivering this opinion letter pursuant to Section [8(e)] of the Underwriting Agreement.

The Offered Securities are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank,

National Association (as successor to LaSalle Bank National Association), as Trustee (the "Trustee") (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as

of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the date hereof with respect to the Offered Securities (the "Supplemental Indenture"). The Base Indenture, the Supplemental Indenture and the Underwriting Agreement are sometimes referred to herein collectively as the "Transaction Documents."

In providing this opinion letter, I, or other lawyers in the Company's legal department, have made such examination of law and facts as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. In connection with such examination, we have reviewed the following documents:

(a) The Company's automatic shelf Registration Statement on Form S-3 (333-219705) filed with the Securities and Exchange Commission (the "Commission") on August 4, 2017 (the "Registration Statement");

(b) The prospectus dated August 4, 2017 included within the Registration Statement (the "Base Prospectus"), the preliminary prospectus supplement dated August 13, 2018 relating to the Offered Securities (together with the Base Prospectus, the "Preliminary Prospectus"), the General Disclosure Package, and the prospectus supplement dated August [•], 2018 relating to the Offered Securities (together with the Base Prospectus, the "Final Prospectus"), in each case, including the documents incorporated by reference therein;

(c) The Underwriting Agreement;

(d) The Base Indenture; and

(e) The Supplemental Indenture, including the forms of Offered Securities attached thereto.

19. In reaching the conclusions expressed in this opinion, I or persons responsible to me have examined the Registration Statement, the General Disclosure Package, the Final Prospectus, the Transaction Documents, the Company's restated articles of incorporation, as amended, the Company's amended and restated bylaws dated April 28, 2017, certain resolutions of the Board of Directors of the Company and committees thereof relating to, among other things, the execution and delivery of the Transaction Documents in the name of the Company and the issuance and delivery of the Offered Securities, and such corporate documents and records of the Company and its subsidiaries, such certificates of public officials and officers of the Company, and such other documents and matters as I have deemed necessary or appropriate for purposes of this opinion. In rendering this opinion, I have assumed the following to be true and have conducted no investigation to confirm such assumptions or to determine to the contrary: (a) the authenticity of all documents, instruments and certificates submitted to me or persons responsible to me as originals; (b) the conformity with the original documents of all documents, instruments and certificates submitted to me or persons responsible to me as certified, conformed or photostatic copies; and (c) the authenticity of the originals from which all such copies were made. In rendering this opinion, I have relied as to matters of fact, to the extent I deemed such

reliance appropriate, without investigation, upon certificates of public officials and upon affidavits, certificates, and written statements of officers and employees of, and accountants for, the Company.

On the basis of and subject to the foregoing, I am of the opinion that as of the date hereof:

1. Good Standing of the Company. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of South Dakota, with corporate power and authority to own its properties and conduct its business as described in the General Disclosure Package; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.

2. Significant Subsidiaries. Each subsidiary of the Company listed on Schedule E to the Underwriting Agreement (each, a "Significant Subsidiary") has been duly incorporated or organized, as the case may be, and is existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, with power and authority (corporate and other) to own its properties and conduct its business as described in the General Disclosure Package; and each Significant Subsidiary is duly qualified to do business as a foreign corporation, limited partnership, general partnership or limited liability company, as the case may be, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect; all of the issued and outstanding capital stock or partnership or limited liability company interests, as the case may be, of each Significant Subsidiary have been duly authorized and validly issued and, with respect to the capital stock of each Significant Subsidiary which is a corporation, are fully paid and nonassessable; and the capital stock or partnership or limited liability company interests, as the case may be, of each Significant Subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

3. Transaction Documents; Offered Securities. Each Transaction Document has been duly authorized, executed and delivered by

the Company, and the Offered Securities delivered on the Closing Date have been duly authorized, executed and delivered by the Company.

4. Authority. The Company has full corporate power and authority to authorize, issue and sell the Offered Securities as contemplated by the Underwriting Agreement.

5. Registration Rights. Except as disclosed in the General Disclosure Package or pursuant to the Exchange Agreement referred to therein, there are no contracts, agreements or understandings known to me between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in

any securities being registered pursuant to any other registration statement filed by the Company under the Act.

6. Possession of Licenses. To my knowledge, except as disclosed in the General Disclosure Package, the Company and each of its subsidiaries possess adequate Licenses issued by appropriate governmental agencies or bodies necessary to conduct the business as now operated by them as described in the General Disclosure Package and, except as described in the General Disclosure Package, I am not aware of the receipt of any notice of proceedings relating to the revocation or modification of any such License that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

7. Environmental Laws. To my knowledge, except as disclosed in the General Disclosure Package, the Company and each subsidiary of the Company (A) are in compliance with any and all applicable environmental laws (as defined in the Underwriting Agreement), (B) have received all permits, licenses and other approvals required of it under applicable environmental laws to conduct its business and (C) are in compliance with all terms and conditions of each such permit, license and approval, except where such noncompliance with environmental laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, have a Material Adverse Effect.

8. Absence of Further Requirements. No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required under South Dakota law, the Public Utility Holding Company Act of 2005, as amended ("PUHCA"), the U.S. Energy Policy Act of 2005, as amended (the "Federal Power Act"), or the U.S. Federal Power Act, as amended (the "Energy Policy Act"), for the consummation of the transactions contemplated by the Underwriting Agreement in connection with the issuance and sale of the Offered Securities by the Company, except such as have been obtained and such as may be required under state securities laws.

9. Absence of Defaults and Conflicts Resulting from Transaction. The execution and delivery by the Company of the Supplemental Indenture and the Underwriting Agreement and the performance by the Company of the Transaction Documents and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof will not result in a breach or violation of (A) the Restated Articles of Incorporation of the Company or the Amended and Restated Bylaws of the Company or (B) any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to (i) the PUHCA, the Energy Policy Act or the Federal Power Act or any rule, regulation or, to my knowledge, order of any governmental agency or body relating to the PUHCA, the Energy Policy Act or the Federal Power Act or any court having jurisdiction over the Company or any subsidiary of the Company or any of their properties in a proceeding relating to the PUHCA, the Energy Policy Act or the Federal Power Act or (ii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject, except in the

case of this clause (B)(ii) for such breaches, violations, defaults or impositions as would not, individually or in the aggregate, have a Material Adverse Effect (it being understood that my opinion in this clause (B)(ii) does not extend to compliance with any financial ratio or any limitation in any contractual restriction expressed as a dollar (or other currency) amount).

10. Accurate Disclosure. The descriptions under the headings or subheadings "Risk Factors", "Business and Properties", "Black Hills Corporation" and "About Black Hills Corporation" in or incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus of statutes, legal and governmental proceedings, and contracts and other documents are accurate in all material respects and fairly present the information required to be shown (it being understood that I express no opinion as to the content of the financial statements or the other financial data or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Registration Statement, the General Disclosure Package, the Final Prospectus or the Form T-1).

11. No Material Litigation. Except as disclosed in the General Disclosure Package and the Final Prospectus, to my knowledge, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or any of its properties, which, in the aggregate, could reasonably be expected to result in a Material Adverse Effect on the Company and its subsidiaries taken as a whole, or which would materially and adversely affect the ability of the Company to perform its obligations under the Transaction Documents or the Underwriting Agreement; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body) are, to my knowledge, threatened or contemplated.

In connection with the preparation of the General Disclosure Package and the Final Prospectus, I, or other lawyers in the Company's legal department, have participated in conferences with officers and other representatives of the Company and the independent public accountants for the Company at which the contents of the same and related matters were discussed. On the basis of such participation and review, but without

independent verification by us of, and, other than with respect to opinion paragraph 10, without assuming any responsibility for, the accuracy, completeness or fairness of the statements contained in the General Disclosure Package and the Final Prospectus, no facts have come to my attention that cause me to believe that (a) the General Disclosure Package (except for the financial statements and financial schedules, oil and gas reserve reports and other financial or accounting data included or incorporated by reference therein or omitted therefrom, as to which I make no statement) as of the date of the Underwriting Agreement or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (b) the Final Prospectus (except for the financial statements and financial schedules, oil and gas reserve reports and other financial or accounting data included or incorporated by reference therein or omitted therefrom, as to which I make no statement) when issued contained, or as of the date hereof contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The opinions and views expressed above are subject to the following limitations, qualifications, exceptions and assumptions:

(a) I have not relied upon, nor do I undertake for the purposes of this opinion the responsibility to review, the records of any court or administrative or governmental body to determine the existence of any judicial or administrative proceeding, order, decree, writ or judgment. As to all matters where I refer to “my knowledge” of the existence of any facts, situations or instruments, such knowledge is based upon my actual knowledge, from whatever source obtained, and the information obtained by me through specific inquiry of officers of the Company, including those officers who have responsibility for such information, and examinations of agreements, contracts and records supplied to me by the Company, and I have not otherwise made, nor do I undertake for the purpose of this opinion to make, any other inquiry or investigation to ascertain the existence of any other facts, situations or instruments. In the course of such inquiries and examinations, I have not become aware of any facts which would have made me unable to render any of the opinions expressed above.

(b) I am a member of the bar of the State of South Dakota. My opinions expressed above are limited to the laws of the State of South Dakota the federal laws of the United States of America (but only with regard to the PUHCA, the Energy Policy Act, the Federal Power Act and environmental laws), and I do not express any opinion herein concerning the laws of any other jurisdiction. With respect to the opinions expressed in paragraph 2, I have assumed that the applicable law in each Significant Subsidiary’s jurisdiction of incorporation or organization, as the case may be, is the same as the applicable law in the State of South Dakota in all relevant respects.

(c) I have relied upon information, both oral and written, and copies of documents and records furnished to me by other employees of the Company and others, and, for purposes of this opinion, I have assumed that all such information and copies are true, correct, genuine and accurate and remain unchanged to the date hereof, and that all signatures are genuine, and none of said matters have been independently verified by me. I have also assumed conformity to the originals of all documents submitted to me as copies. I have also assumed that all parties to the Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the Offered Securities.

(d) This opinion letter is limited to the matters expressly stated herein, and no opinion is inferred or may be implied beyond the matters expressly stated. This opinion letter expresses matters of professional judgment and does not constitute a guaranty of any result. This opinion letter is predicated solely upon statutory and case law and facts in existence as of the date hereof. I do not undertake to inform you of any changes in law or fact subsequent to the date hereof or facts of which I become aware after the date hereof.

I hereby authorize the Trustee to rely upon opinion paragraphs 1, 2, 3 and 4 of this opinion letter as if they had been addressed to it.

This letter and the opinions expressed herein are being furnished solely for your information in connection with the Underwriting Agreement and may not be used, circulated, quoted or relied upon for any other purpose without my prior written consent, except as expressly set forth above with respect to the Trustee.

Very truly yours,

Brian G. Iverson

(Back To Top)

Section 4: EX-4.2 (EX-4.2 SEVENTH SUPPLEMENTAL INDENTURE DATED AS OF AUGUST 17, 2018)

Exhibit 4.2

BLACK HILLS CORPORATION

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION

AS TRUSTEE

SEVENTH SUPPLEMENTAL INDENTURE

DATED AS OF

AUGUST 17, 2018

$400,000,000 4.350% NOTES DUE 2033

SEVENTH SUPPLEMENTAL INDENTURE dated as of August 17, 2018 (this "Supplemental Indenture"), to the Indenture dated as of May 21, 2003 (the "Base Indenture" and, as supplemented by the First Supplemental Indenture dated as of May 21, 2003, the Second Supplemental Indenture dated as of May 14, 2009, the Third Supplemental Indenture dated as of July 16, 2010, the Fourth Supplemental Indenture dated as of November 19, 2013, the Fifth Supplemental Indenture dated as of January 13, 2016, the Sixth Supplemental Indenture dated as of August 19, 2016, and as further supplemented, amended or modified, the "Indenture"), by and between BLACK HILLS CORPORATION, a South Dakota corporation (the "Company"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (as successor to LaSalle Bank National Association), as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Notes (as defined below):

WHEREAS, the Company and the Trustee have duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of senior debt securities (the "Securities") to be issued in one or more series as in the Indenture provided;

WHEREAS, the Company has appointed the Trustee as successor trustee under the Indenture, and the Trustee has accepted such appointment, pursuant to the Agreement of Resignation, Appointment and Acceptance dated as of February 17, 2009, among Bank of America, N.A. (as successor by merger to LaSalle Bank National Association), the Trustee and the Company;

WHEREAS, the Company desires and has requested the Trustee to join the Company in the execution and delivery of this Supplemental Indenture in order to establish and provide for the issuance by the Company of a series of Securities designated as its 4.350% Notes due 2033 in an initial aggregate principal amount of $400,000,000, substantially in the form attached hereto as Exhibit A (the "Notes"), on the terms set forth herein;

WHEREAS, Section 3.1 of the Base Indenture provides that a supplemental indenture may be entered into by the Company and the Trustee for such purpose provided certain conditions are met;

WHEREAS, the conditions set forth in the Indenture for the execution and delivery of this Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Indenture have been done;

NOW, THEREFORE:

In consideration of the premises and the purchase and acceptance of the Notes by the holders thereof, the Company covenants and agrees with the Trustee, for the equal and ratable benefit of the Holders, that the Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE I

Scope of Supplemental Indenture; General

This Supplemental Indenture supplements and, to the extent inconsistent therewith, replaces the provisions of the Indenture, to which provisions reference is hereby made.

The changes, modifications and supplements to the Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes, which shall initially be in an aggregate principal amount of $400,000,000, the amount of which

may be increased pursuant to an Officers' Certificate in accordance with this Supplemental Indenture, and shall not apply to any other Securities that may be issued under the Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. Pursuant to this Supplemental Indenture, there is hereby created and designated a series of Securities under the Indenture entitled "4.350% Notes due 2033." The Notes shall be in the form of Exhibit A hereto.

In the event that the Company shall issue and the Trustee shall authenticate any Notes issued under this Supplemental Indenture subsequent to the Issue Date (such Notes, "Additional Securities"), the Company shall use its best efforts to obtain the same "CUSIP" number for such Additional Securities as is printed on the Notes outstanding at such time; provided, however, that if any Additional Securities issued under this Supplemental Indenture subsequent to the Issue Date are determined not to be fungible with the Notes issued on the Issue Date for U.S. federal income tax purposes, the Company will obtain a "CUSIP" number for such Additional Securities that is different than the "CUSIP" number printed on the Notes issued on the Issue Date. If a different "CUSIP" number is obtained as contemplated herein, all Notes issued under this Supplemental Indenture and Outstanding shall nonetheless vote and consent together on all matters as one series of Securities under the Indenture.

ARTICLE II

Certain Definitions

The following terms have the meanings set forth below in this Supplemental Indenture. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Indenture. To the extent terms defined herein differ from the Indenture, the terms defined herein shall govern.

"Assets" of any Person means the whole or any part of its business, property, assets, cash and receivables.

"Change of Control" means the occurrence of any of the following: (i) the consummation of any transaction (including any merger or consolidation) the result of which is that any person becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of shares representing more than 50% of the voting power of the then outstanding Voting Stock of the Company or other Voting Stock into which the Voting Stock of the Company is reclassified, consolidated, exchanged or changed, (ii) the direct or indirect sale,

lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and the Subsidiaries taken as a whole to any person other than the Company or one of the Subsidiaries, (iii) the merger or consolidation of the Company with or into any person or the merger or consolidation of any person with or into the Company, in any such event pursuant to a transaction in which any of the outstanding shares of the Voting Stock of the Company or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction in which the shares of Voting Stock of the Company outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, shares representing more than 50% of the voting power of the Voting Stock of the resulting or surviving person or any direct or indirect parent company of the resulting or surviving person immediately after giving effect to such transaction, or (iv) the adoption of a plan providing for the liquidation or dissolution of the Company. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control under clause (i) above if (a) the Company becomes a direct or indirect wholly owned subsidiary of a holding company and (b)(x) the direct or indirect holders of the Voting Stock of such holding company immediately following such transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to such transaction or (y) immediately following such transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of shares representing more than 50% of the voting power of the Voting Stock of such holding company. The term "person," as used in this definition, has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

"Change of Control Offer" has the meaning specified in Section 4.2.

"Change of Control Payment" has the meaning specified in Section 4.2.

"Change of Control Payment Date" has the meaning specified in Section 4.2.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term from the Redemption Date to the stated maturity date of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes to be redeemed (assuming, for this purpose, such Notes mature on the Par Call Date).

"Comparable Treasury Price" means with respect to any Redemption Date for the Notes, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, (2) if fewer than four such Reference Treasury Dealer Quotations are obtained, the average of all such Reference Treasury Dealer Quotations, or (3) if only one Reference Treasury Dealer Quotation is obtained, such Reference Treasury Dealer Quotation, in each case determined by the Quotation Agent.

"Consolidated Capitalization" means, as of any date of determination, the sum obtained by adding (i) Consolidated Shareholders' Equity; (ii) Consolidated Indebtedness (exclusive of any that is due and payable within one year of the date such sum is determined); and, without duplication, (iii) any preference or preferred stock of the Company or any Consolidated Subsidiary that is subject to mandatory redemption or sinking fund provisions.

"Consolidated Indebtedness" means, as of any date of determination, total indebtedness as shown on the consolidated balance sheet of the Company and the Consolidated Subsidiaries.

"Consolidated Shareholders' Equity" means, as of any date of determination, the total Assets of the Company and the Consolidated Subsidiaries less all liabilities of the Company and its Consolidated Subsidiaries that would, in accordance with generally accepted accounting principles in the United States (as in effect on the date of this Supplemental Indenture), be classified on a balance sheet as liabilities, including (i) indebtedness secured by property of the Company or any of the Consolidated Subsidiaries whether or not the Company or such Consolidated Subsidiary is liable for the payment of such indebtedness unless, in the case that the Company or such Consolidated Subsidiary is not so liable, such property has not been included among the Assets of the Company or such Consolidated Subsidiary on such balance sheet, (ii) deferred liabilities and (iii) indebtedness of the Company or any of the Consolidated Subsidiaries that is expressly subordinated in right and priority of payment to other liabilities of the Company or such Consolidated Subsidiary. As used in this definition, "liabilities" includes preference or preferred stock of the Company or any Consolidated Subsidiary only to the extent of any such preference or preferred stock that is subject to mandatory redemption or sinking fund provisions.

"Consolidated Subsidiary" means, at any date, any Subsidiary the financial statements of which under generally accepted accounting principles in the United States (as in effect on the date of this Supplemental Indenture) would be consolidated with those of the Company in its consolidated financial statements as of such date.

"DTC" means The Depository Trust Company.

"Event of Default" has the meaning specified in Section 5.1.

"Fitch" means Fitch Ratings, Inc., and its successors.

"Holder" means the Person in whose name a Note is registered in the books of the Security Registrar for the Notes.

"Indebtedness" means (i) all indebtedness, whether or not represented by bonds, debentures, notes or other securities, incurred, created or assumed by the Company or any Subsidiary for the repayment of money borrowed, (ii) all indebtedness for money borrowed secured by a lien upon property owned by the Company or any Subsidiary, regardless of whether the Company or such Subsidiary has assumed or otherwise become liable for the payment of such indebtedness for money borrowed, and (iii) all indebtedness of others for money borrowed that is guaranteed as to payment of principal or interest by the Company or any Subsidiary or in effect guaranteed by the Company or such Subsidiary through a contingent agreement to

purchase such indebtedness or through any "keep-well" or similar agreement to be directly or indirectly liable for the repayment of such indebtedness.

"Investment Grade Rating" means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement rating agency or agencies selected by the Company.

"Issue Date" means the date on which the Notes are originally issued under this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc., and its successors.

"Par Call Date" means February 1, 2033.

"Primary Treasury Dealer" has the meaning assigned to such term in the definition of Reference Treasury Dealer.

"Quotation Agent" means one of the Reference Treasury Dealers selected by the Company.

"Rating Agencies" means (i) each of Fitch, Moody's and S&P and (ii) if any two or more of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a Board Resolution) as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"Rating Event" means the rating of the Notes is lowered by at least two of the Rating Agencies and the Notes are rated below an Investment Grade Rating by at least two of the Rating Agencies, on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing 60 days prior to the first public notice of the occurrence of a Change of Control or the intention of the Company to effect a Change of Control and ending 60 days following the consummation of such Change of Control.

"Reference Treasury Dealer" means each of (i) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC or their respective affiliates or successors which are primary U.S. Government securities dealers in the United States (a "Primary Treasury Dealer") and (ii) any other Primary Treasury Dealer appointed by the Company at the time of any redemption; *provided, however*, that if any of the foregoing or their affiliates or successors shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference

Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and its successors.

"Subsidiary" means a corporation, limited partnership, limited liability company or trust in which more than 50% of the outstanding Voting Stock is owned, directly or indirectly, by the Company and/or by one or more other Subsidiaries.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated yield to maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, stock, partnership interests or any other participations, rights, warrants, options or other interests in the nature of an equity interest that ordinarily (without regard to the occurrence of any contingency) has voting power for the election of directors, managers or trustees of such person, whether at all times or only so long as no senior class of stock has that voting power by reason of any contingency.

"Trustee" means the party named as such above until a successor replaces such party in accordance with the applicable provisions of the Indenture and thereafter means the successor serving hereunder.

ARTICLE III

The Notes

Section 3.1 Payments of Principal and Interest.

The Notes shall bear interest from and including August 17, 2018, to but excluding the date of Maturity, at the rate of 4.350% per annum. The Notes shall mature at 100% of their principal amount on May 1, 2033. The Company shall pay interest on the Notes semi-annually on May 1 and November 1 of each year, commencing November 1, 2018, to the Person in whose name any such Note or any predecessor Note is registered in the Security Register at the close of business on the April 15 or October 15, as the case may be, next preceding such Interest Payment Date. The Company initially authorizes the Trustee to act as Paying Agent and Security Registrar for the Notes.

Section 3.2 Optional Redemption.

Subject to the provisions of Article XI of the Base Indenture, the Notes shall be redeemable at the option of the Company, in whole or in part at any time and from time to time, (i) prior to the Par Call Date, at a Redemption Price equal to the greater of (a) 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest (if any) to but

excluding the Redemption Date and (b) the sum, as determined by the Quotation Agent, of the present values of the principal amount of the Notes to be redeemed, together with remaining scheduled payments of interest (exclusive of accrued and unpaid interest (if any) to but excluding the Redemption Date) from the Redemption Date to the Par Call Date, in each case discounted to the Redemption Date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 25 basis points, plus accrued and unpaid interest (if any) on the principal amount of the Notes being redeemed to but excluding the Redemption Date and (ii) on or after the Par Call Date, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest on the Notes being redeemed to but excluding the Redemption Date.

If the Company elects to redeem all or any part of the Notes, the Company will mail by first-class mail or deliver in accordance with DTC procedures a notice of redemption to each Holder of the Notes to be redeemed (with a copy to the Trustee) at least 30 days before the Redemption Date. To the extent that the Trustee shall deliver such notice, the Company will deliver such notice to the Trustee at least 45 days prior to the Redemption Date or such shorter period as may be reasonably acceptable to the Trustee. If the exact Redemption Price is not known at the time of the mailing or delivery of such notice of redemption, then such notice of redemption need not specify the exact Redemption Price and, instead, may describe how the Redemption Price will be calculated. In that case, the Company will notify the Trustee of the Redemption Price with respect to any redemption promptly after the calculation, and the Trustee will not be responsible for such calculation.

Section 3.3 No Sinking Fund.

The Notes shall not be entitled to the benefit of any sinking fund.

Section 3.4 Book Entry, Delivery and Form.

The Notes shall initially be issued in the form of one or more Global Securities (the "Global Notes"). The Global Notes shall initially be deposited on or about the Issue Date with, or on behalf of, DTC (the "Depositary") and registered in the name of Cede & Co., as nominee of the Depositary.

Section 3.5 Form of Legend for Global Note.

In addition to the legend set forth in Section 2.2 of the Base Indenture, every Global Note authenticated and delivered hereunder shall bear a legend substantially in the following form:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER

USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Section 3.6 Defeasance.

Article XIII, including Sections 13.2 and 13.3, of the Base Indenture shall apply to the Notes.

Section 3.7 No Additional Amounts.

The Company will not pay any additional amounts on the Notes to compensate any beneficial owner for any United States tax withheld from payments on the Notes.

ARTICLE IV

Covenants

Section 4.1 Limitations on Liens.

So long as any Notes are Outstanding, neither the Company nor any Subsidiary shall mortgage, pledge, grant a security interest in or hypothecate, or permit any mortgage, pledge, security interest, lien or other encumbrance upon, any capital stock of any Subsidiary now or hereafter owned directly or indirectly by the Company or any Subsidiary, to secure any Indebtedness without concurrently making effective provision whereby the Outstanding Notes shall (so long as such other Indebtedness shall be so secured) be equally and ratably secured with any and all such other Indebtedness and any other indebtedness similarly entitled to be equally and ratably secured; provided, however, that this restriction shall not apply to, or prevent the creation of:

(1) any mortgage, pledge, security interest, lien or encumbrance existing on the Issue Date;

(2) any mortgage, pledge, security interest, lien or encumbrance upon any capital stock created at the time of the acquisition of such capital stock by the Company or any Subsidiary or within one year after such time to secure all or a portion of the purchase price for such capital stock;

(3) any mortgage, pledge, security interest, lien or encumbrance upon any capital stock existing thereon at the time of the acquisition of such capital stock by the Company or any Subsidiary, whether or not the obligations secured thereby are assumed by the Company or such Subsidiary, other than any mortgage, pledge, security interest, lien or encumbrance created in connection with or in anticipation of such acquisition not for the purpose of securing the purchase price for such capital stock;

(4) any mortgage, pledge, security interest, lien or encumbrance upon any capital stock to secure or provide for the acquisition, construction,

improvement, expansion or development of property by the Company or any Subsidiary; provided that such mortgage, pledge,

security interest, lien or encumbrance may not extend to or cover any other property of the Company or any Subsidiary that is not the subject of the related financing;

(5) any mortgage, pledge, security interest, lien or encumbrance upon any limited liability company interest of Black Hills Wyoming, LLC (or any of its direct or indirect Subsidiaries), or any other Subsidiary or group of Subsidiaries formed to refinance the project now known as the "Wygen I" project; provided that such mortgage, pledge, security interest, lien or encumbrance may not extend to or cover any other property of the Company or any Subsidiary that is not the subject of such refinancing;

(6) so long as no additional property of the Company or any Subsidiary is encumbered or made subject to a mortgage, pledge, security interest, lien or other encumbrance, any mortgage, pledge, security interest, lien or encumbrance granted in connection with (a) extending, renewing, replacing or refinancing in whole or in part the Indebtedness secured by any mortgage, pledge, security interest, lien or encumbrance described in the foregoing clauses (1) through (5) or (b) any transaction or series of related transactions involving separate projects pursuant to which any of the mortgages, pledges, security interests, liens or encumbrances described in the foregoing clauses (1) through (5) are combined or aggregated; provided, that, for purposes of this subclause (b), all of the Indebtedness secured by such mortgages, pledges, security interests, liens or encumbrances immediately prior to such transaction or series of related transactions is repaid in connection therewith; provided further, that, for purposes of this subclause (b), the aggregate amount of Indebtedness secured by such combined or aggregated mortgages, pledges, security interests, liens or other encumbrances does not exceed the sum of (x) the aggregate amount of extended, renewed, replaced or refinanced Indebtedness secured by such mortgages, pledges, security interests, liens or encumbrances outstanding immediately prior to such transaction or series of related transactions and (y) 5% of Consolidated Capitalization, less the total amount of all Indebtedness then outstanding that has been incurred and secured pursuant to this subclause (y) in any prior, separate transactions or series of related transactions;

(7) any mortgage, pledge, security interest, lien or encumbrance upon any capital stock now or hereafter owned by the Company or any Subsidiary to secure any Indebtedness, which would otherwise be subject to the foregoing restriction and not otherwise permitted under any of the foregoing clauses (1) through (6), in an aggregate principal amount which, together with the amount of all other such Indebtedness then outstanding that has been incurred and secured under this clause (7), does not at the time of the creation of such mortgage, pledge, security interest, lien or encumbrance exceed 5% of Consolidated Capitalization; or

(8) any judgment, levy, execution, attachment or other similar lien arising in connection with court proceedings, provided that:

(a) the execution or enforcement of each such lien is effectively stayed within 60 days after entry of the corresponding judgment (or the corresponding judgment has been discharged within such 60-day period) and the claims secured thereby are being contested in good faith by appropriate proceedings timely commenced and diligently prosecuted;

(b) the payment of each such lien is covered in full by insurance provided by a third party and the insurance company has not denied or contested coverage thereof; or

(c) each such lien is adequately bonded within 60 days of the creation of such lien.

In case the Company shall propose to mortgage, pledge, grant a security interest in or hypothecate any capital stock of any Subsidiary owned directly or indirectly by the Company or any Subsidiary to secure any Indebtedness, other than as permitted by clauses (1) to (8), inclusive, of this Section 4.1, the Company shall prior thereto give written notice thereof to the Trustee, and the Company shall prior to or simultaneously with such mortgage, pledge, grant of security interest or hypothecation, by supplemental indenture executed by the Company and the Trustee (or to the extent legally necessary by another trustee or an additional or separate trustee), in form satisfactory to the Trustee, effectively secure (for so long as such other Indebtedness shall be so secured) all the Outstanding Notes equally and ratably with such Indebtedness and with any other indebtedness similarly entitled to be equally and ratably secured.

Section 4.2 Change of Control.

If a Change of Control Triggering Event occurs with respect to the Notes, each Holder of the Notes shall have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes pursuant to the offer described below (a "Change of Control Offer") on the terms set forth in this Section 4.2. In a Change of Control Offer, the Company shall offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest (if any) on the Notes repurchased, to but excluding the date of repurchase (the "Change of Control Payment"), subject to the right of Holders of record on the relevant Record Date to receive interest on the corresponding Interest Payment Date.

Within 30 days following any Change of Control Triggering Event (unless the Company has previously mailed or delivered a redemption notice with respect to all Outstanding Notes pursuant to Section 3.2 of this Supplemental Indenture) or, at the option of the Company, prior to any Change of Control Triggering Event but after public announcement of the transaction or transactions that constitute or may constitute the Change of Control, the Company

shall mail by first-class mail or deliver in accordance with DTC procedures a notice to each Holder of the Notes (with a copy to the Trustee), which notice shall:

(1) describe the circumstances and relevant facts regarding the Change of Control Triggering Event;

(2) offer to repurchase the Notes on the date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days following the date such notice is mailed or delivered (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice, which offer will constitute the Change of Control Offer; and

(3) if mailed or delivered prior to the date on which the Change of Control Triggering Event occurs, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date.

On the Change of Control Payment Date, the Company shall, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the applicable Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

Holders electing to have any Notes repurchased shall be required to surrender the Notes, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the Change of Control Payment Date. Holders shall be entitled to withdraw their election if the Trustee or the Company receives, not later than one Business Day prior to the Change of Control Payment Date, a written notice (including by facsimile or other electronic transmission) setting forth the name of the Holder, the principal amount of the Notes which were delivered for purchase by the Holder and a statement that such Holder is withdrawing its election to have such Notes purchased.

On the Change of Control Payment Date, all Notes purchased by the Company under this Section 4.2 shall be delivered by the Company to the Trustee for cancellation, and the Company shall pay the Change of Control Payment to the Holders entitled thereto.

Notwithstanding the foregoing provisions of this Section 4.2, the Company shall not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes a Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements for a Change of Control Offer made by the

Company and the third party purchases all Notes properly tendered and not withdrawn under such Change of Control Offer.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.2, the Company shall comply with the applicable securities laws and regulations. The Company shall not be deemed to have breached its obligations under this Section 4.2 by virtue of such compliance.

Notwithstanding anything to the contrary contained in the Indenture, the Trustee may enter into a supplemental indenture for the purpose of waiving or modifying the provisions of this Section 4.2 with respect to the Notes with the written consent of the Holders of a majority in principal amount of the Outstanding Notes.

ARTICLE V

Remedies

Section 5.1 Events of Default.

"Event of Default" means, with respect to any Note, any one or more of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of such Note at its Maturity or any Change of Control Payment with respect to such Note on any Change of Control Payment Date;

(b) default in the payment of any interest upon such Note when it becomes due and payable, and continuance of such default for a period of 30 days;

(c) default in the performance, or breach, of any covenant or warranty of the Company in this Supplemental Indenture or the Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section 5.1 specifically addressed or which has expressly been included in the Indenture solely for the benefit of one or more series of Securities other than the Notes), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a

"Notice of Default" hereunder (without giving effect to any applicable grace period with respect to such covenant or warranty);

(d) the entry by a court having jurisdiction in the premises of (i) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (ii) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 90 consecutive days; or

(e) the commencement by the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action.

References to Section 5.1(5) and 5.1(6) in Section 5.2 of the Base Indenture shall, for purposes of the Notes, be amended to refer to Sections 5.1 (d) and 5.1(e) above.

ARTICLE VI

Miscellaneous

Section 6.1 Governing Law.

This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to such State's conflicts of laws principles.

Section 6.2 Ratification of Indenture.

Except as expressly modified or amended hereby, the Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved.

Section 6.3 Trustee.

The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Delivery of reports, information and documents to the Trustee with respect to the Notes pursuant to the Indenture is for informational purposes only and its receipt of such reports shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of the Company's covenants contained in the Indenture or the Notes (as to which the Trustee is entitled to rely exclusively on Officers' Certificates). The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, the Company's compliance with the covenants contained in the Indenture or with respect

to any reports or other documents filed with the Securities and Exchange Commission.

Section 6.4 Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.5 Separability.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.6 Cancellation.

All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly canceled by the Trustee in accordance with the Trustee's customary procedures. The Company may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Notes previously authenticated hereunder which the Company has not issued and sold, and all Notes so delivered shall be promptly canceled by the Trustee in accordance with the Trustee's customary procedures. No Notes shall be authenticated in lieu of or in exchange for any Notes canceled as provided in this Section, except as expressly permitted by the Indenture. Evidence of the destruction of any cancelled Notes shall be delivered to the Company upon its written request.

Section 6.7 Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations with respect to the Notes arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall undertake commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

Section 6.8 U.S.A. Patriot Act.

The Company acknowledges that in accordance with the Customer Identification Program (CIP) requirements under the U.S.A. PATRIOT Act and its implementing regulations, the Trustee in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The Company hereby agrees that it shall provide the Trustee with such information as the Trustee may request including, but not limited to, the Company's name, physical address, tax identification number and other information that will help the Trustee identify and verify the Company's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information.

Section 6.9 Jury Waiver.

Each of the Company and the Trustee irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, this Supplemental Indenture and the Notes, or the transactions contemplated thereby.

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

BLACK HILLS CORPORATION

By: /s/ Richard W. Kinzley
Name: Richard W. Kinzley
Title: Senior Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Patrick T. Giordano

Name: Patrick T. Giordano
Title: Vice President

EXHIBIT A

FORM OF NOTE

[Face of Security]

[*If this Security is a Global Note, insert:* THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**]**

CUSIP No.: 092113 AQ2
ISIN No.: US092113 AQ27

No. $

4.350% Notes due 2033

BLACK HILLS CORPORATION

BLACK HILLS CORPORATION, a South Dakota corporation (the "Company"), for value received, hereby promises to pay to or registered assigns the principal sum of DOLLARS on May 1, 2033 (the "Stated Maturity Date"), unless earlier redeemed at the option of the Company as provided herein, and to pay interest thereon from August 17, 2018, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on May 1 and November 1 in each year (each, an "Interest Payment Date"), commencing November 1, 2018, at the rate of 4.350% per annum, until the principal hereof is paid or duly provided for. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture referred to the reverse of this Security.

The interest payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the April 15 or October 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date at the office or agency of the Company maintained for such purpose. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may be paid to the Holder in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

The principal of this Security payable on the Stated Maturity Date, or the Redemption Price payable on a Redemption Date, if any, or the Change of Control Payment payable on a Change of Control Payment Date, if any, will be paid against presentation of this Security at the office or agency of the Company maintained for that purpose in Minneapolis, Minnesota, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

Interest payable on this Security on any Interest Payment Date and on the Stated Maturity Date or any Redemption Date or any Change of Control Payment Date, as the case may be, will include interest accrued from and including the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including August 17,

2018, if no interest has been paid on this Security) to but excluding such Interest Payment Date or the Stated Maturity Date or Redemption Date or Change of Control Payment Date, as the case may be. If any Interest Payment Date or the Stated Maturity Date or any Redemption Date or any

Change of Control Payment Date falls on a day that is not a Business Day, the payment due on such date will be paid on the next succeeding Business Day with the same force and effect as if it were paid on the date such payment was due, and no interest shall accrue on the amount so payable for the period from and after the date such payment was due. "Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday which is not a day on which banking institutions in New York, New York, are authorized or obligated by law or executive order to close.

[***If this Security is a Global Note, insert:*** All payments due in respect of this Security will be made by the Company in immediately available funds.**]**

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the Certificate of Authentication hereon has been executed by the Trustee by manual signature of one of its authorized signatories, this Security shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

BLACK HILLS CORPORATION

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

[Reverse of Security]

BLACK HILLS CORPORATION

4.350% Notes due 2033

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture dated as of May 21, 2003 (the "Base Indenture"), as supplemented by the First Supplemental Indenture dated as of May 21, 2003, the Second Supplemental Indenture dated as of May 14, 2009, the Third Supplemental Indenture dated as of July 16, 2010, the Fourth Supplemental Indenture dated as of November 19, 2013, the Fifth Supplemental Indenture dated as of January 13, 2016, the Sixth Supplemental Indenture dated as of August 19, 2016, and the Seventh Supplemental Indenture dated as of August 17, 2018 (as so supplemented, herein called the "Indenture"), each between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered. The aggregate principal amount of the Securities of this series

to be issued is initially limited to $400,000,000 (except for Securities authenticated and delivered upon transfer of, or in exchange for, or in lieu of other Securities), which amount may be increased pursuant to an Officers' Certificate in accordance with the Seventh Supplemental Indenture referred to above. To the extent any provision of this Security conflicts with the express provisions of the Base Indenture or the Seventh Supplemental Indenture thereto, the provisions of the Base Indenture or the Seventh Supplemental Indenture thereto (as applicable) shall govern and be controlling.

If an Event of Default, as defined in the Indenture, with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Securities of this series are subject to redemption, at the option of the Company, in whole or in part at any time and from time to time (i) prior to February 1, 2033 at a redemption price equal to the greater of (a) 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest (if any) to the Redemption Date and (b) the sum, as determined by the Quotation Agent, of the present values of the principal amount of the Securities of this series to be redeemed, together with remaining scheduled payments of interest (exclusive of accrued and unpaid interest (if any) to but excluding the Redemption Date) from the Redemption Date to February 1, 2033, in each case discounted to the Redemption Date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 25 basis points, plus accrued and unpaid interest (if any) on the principal amount of the Securities of this series being redeemed to but excluding the Redemption Date, and (ii) on or after February 1, 2033, at a Redemption Price equal to 100% of the principal amount of the Securities of this series to be redeemed plus accrued and unpaid interest (if any) to but excluding the Redemption Date.

If the Company elects to redeem all or any part of the Securities of this series, the Company will mail by first-class mail or deliver in accordance with DTC procedures a notice of redemption to each Holder of the Securities to be redeemed (with a copy to the Trustee) at least 30 days before the Redemption Date. To the extent that the Trustee shall deliver such notice, the Company will deliver such notice to Trustee at least 45 days prior to the Redemption Date or such shorter period as may be reasonably acceptable to the Trustee.

In the event of redemption of this Security in part only, a new Security or Securities of this series for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof.

If a Change of Control Triggering Event occurs with respect to the Securities of this series, each Holder of the Securities of this series will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Securities of this series in cash at a repurchase price equal to 101% of the aggregate principal amount of the Securities of this series repurchased, plus accrued and unpaid interest (if any) on the Securities of this series repurchased, to but excluding the date of repurchase, subject to the right of the Holders of record on the relevant Record Date to receive interest on the corresponding Interest Payment Date, all as provided in the Indenture.

Article XIII, including Sections 13.1 and 13.2, of the Base Indenture will apply to the Securities of this series.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority of the aggregate principal amount of each series of Securities issued under the Indenture at the time Outstanding and affected thereby. The Indenture also contains provisions permitting the Holders of not less than a majority of the aggregate principal amount of the Outstanding Securities of any series, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture. Furthermore, provisions in the Indenture permit the Holders of not less than a majority of the aggregate principal amount, in certain instances, of the Outstanding Securities of any series to waive, on behalf of all of the Holders of Securities of such series, certain past defaults under the Indenture and their consequences.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and the Redemption Price and Change of Control Payment, if any) and interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register of the Company upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and the Redemption Price and Change of Control Payment, if any) and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument

of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Securities, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, this Security is exchangeable for a like aggregate principal amount of Securities of different authorized denominations but otherwise having the same terms and conditions, as requested by the Holder hereof surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a

sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000.

No recourse shall be had for the payment of the principal of or the Redemption Price or Change of Control Payment, if any, or the interest on this Security, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, employee, agent, officer, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

The Securities and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to such State's conflicts of laws principles.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Insert assignee's soc. sec. or tax identification no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Security)

Tax Identification No.:

Signature Guarantee by:

_____

By: _____

Name: _____

Title: _____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(Back To Top)

Section 5: EX-5.1 (EX-5.1 OPINION OF BRIAN G. IVERSON, ESQ.)

Exhibit 5.1

Brian G. Iverson
Sr. Vice President — General Counsel
Brian.Iverson@blackhillscorp.com

PO Box 1400
Rapid City, SD 57709-1400
P: 605.721.2305
F: 605.719.9967

August 17, 2018

Black Hills Corporation
7001 Mount Rushmore Road
Rapid City, South Dakota 57702

Gentlemen:

I am Senior Vice President and General Counsel of Black Hills Corporation, a South Dakota corporation (the "Company"), and I have acted as counsel for the Company in connection with (i) the preparation of a Registration Statement on Form S-3 (File No. 333-219705) (the "Registration Statement"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (ii) the Prospectus Supplement dated August 14, 2018 to the Prospectus dated August 4, 2017 relating to the offer and sale by the Company and the Selling Securityholders (defined below) under the Registration Statement of $400,000,000 aggregate principal amount of the Company's 4.350% Senior Notes due 2033 (the "Notes").

The Notes are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the date hereof (the "Supplemental Indenture" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth and sixth supplemental indentures and the Supplemental Indenture, the "Indenture") and sold pursuant to the Underwriting Agreement dated August 14, 2018 (the "Underwriting Agreement") between the Company, the Selling Securityholders therein and the Underwriters named therein and/or the Exchange Agreement dated August 14, 2018 between the Company and each of the Selling Securityholders (the "Exchange Agreement"). The Base Indenture, the Supplemental Indenture, the Underwriting Agreement and the Exchange Agreement are sometimes referred to herein collectively as the "Transaction Documents."

I have examined or am otherwise familiar with the Registration Statement, the Transaction Documents, the Articles of Incorporation of the Company, as amended and the

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Amended and Restated Bylaws of the Company and such other documents, records and instruments as I have deemed necessary or appropriate for the purposes of the opinions set forth herein.

Based upon and subject to the foregoing and the qualifications set forth in Annex I attached hereto, I am of the opinion that the Notes have been duly authorized and executed by the Company and, when authenticated in accordance with the provisions of the Indenture and delivered to and paid for pursuant to the terms of the Exchange Agreement or the Underwriting Agreement, as applicable, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in equity or at law).

My opinions set forth herein are limited to the laws of the States of South Dakota and New York and the federal laws of the United States of America (the "Covered Laws"), and I express no opinion as to the effect of any other laws. The Notes are governed by the laws of the State of New York. To the extent the opinions set forth herein relate to the laws of the State of New York, I have relied, with their permission, as to all matters of New York law on the opinions of Faegre Baker Daniels LLP dated the date hereof, which is filed herewith as Exhibit 5.2 to a Current Report on Form 8-K of the Company filed with the Commission and thereby incorporated by reference into the Registration Statement (the "Current Report").

I hereby consent to the filing of this opinion as Exhibit 5.1 to the Current Report and thereby incorporated by reference into the Registration Statement without implying or admitting that I am an "expert" within the meaning of the Act, or other rules and regulations of the Commission issued thereunder with respect to any part of the Registration Statement, including this exhibit.

[*Signature Page Follows*]

Very truly yours,

/s/ Brian G. Iverson
Brian G. Iverson, Senior Vice President and General Counsel

Annex I

In rendering the accompanying opinion letter, I wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) I have relied upon representations made by the Company in the Transaction Documents, the assumptions set forth below as to the matters referred therein, and upon certificates of, and information provided by, officers and employees of the Company reasonably believed by me to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation.

(b) In rendering opinions as to the Covered Laws, I have only considered the applicability of statutes, rules, regulations and judicial decisions that a lawyer practicing in such jurisdiction (the "Opining Jurisdictions") exercising customary professional diligence would reasonably recognize as being directly applicable to the Company or the transactions contemplated by the Transaction Documents.

(c) I express no opinion as to whether, or to the extent of which, the laws of any particular jurisdiction apply to the subject matter hereof, including without limitation the enforceability of the governing law provision contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

(d) I have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each Transaction Document and the Notes have been duly authorized, executed and delivered by each party thereto (other than the Company); (iii) each party having rights under any Transaction Documents or the Notes (other than the Company) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents and the Notes against it and the other parties; (iv) each document submitted to me for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; (v) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (vi) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the Opining Jurisdictions; (vii) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; (viii) the Company will not in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents or the Notes that would result in a violation of law or constitute a breach or default under any other agreement, order or regulation; (ix) the Company will obtain all permits and governmental approvals required in the future, and take all future

actions similarly required, relevant to the performance of the Transaction Documents and the Notes; and (x) all parties to the transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the Notes.

(e) I express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury or fraudulent transfer, voidable transaction or fraudulent conveyance "savings" provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; and (iii) any provision waiving legal, statutory or equitable defenses or other procedural, judicial or administrative rights.

(f) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, I do not undertake to advise you with respect to any other matter or of any change in such facts and laws or in the interpretation thereof which may occur after the date hereof.

(g) Without limiting any other qualifications set forth herein, the opinions expressed in the accompanying opinion letter are subject to the effect of generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (v) govern and afford judicial discretion regarding determination of damages and entitlement to attorneys' fees and other costs; (vi) may permit a party who has materially failed to render or offer performance required by a contract to cure that failure unless either permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (vii) may limit the enforceability of provisions imposing premiums or liquidated damages to the extent such provisions constitute, or are deemed to constitute, a penalty or forfeiture and provisions imposing increased interest rates upon default, or providing for the compounding of interest or the payment of interest on interest; (viii) may limit the amount payable under the Notes upon an acceleration to the extent that a portion of the amount so payable is considered by a court to be unearned interest; (ix) may require mitigation of damages; and (x) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation).

(h) The opinions expressed herein do not address any of the following legal issues: (i) federal securities laws and regulations, (ii) state securities laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments; (iii) margin regulations of the Board of Governors of the Federal Reserve System; (iv) federal and state tax laws and regulations; (v) the statutes and ordinances, administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level) and judicial decisions to the extent that they deal with the foregoing; (vi) voidable transaction, fraudulent transfer and fraudulent conveyance laws; and (vii) laws, regulations, directives and executive orders restricting transactions with or freezing or otherwise controlling assets of designated foreign persons or governing investments by foreign persons in the United States.

(Back To Top)

Section 6: EX-5.2 (EX-5.2 OPINION OF FAEGRE BAKER DANIELS LLP)

Exhibit 5.2

Faegre Baker Daniels LLP
2200 Wells Fargo Center • 90 South Seventh Street
Minneapolis • Minnesota 55402-3901
Main **+1 612 766 7000**
Fax **+1 612 766 1600**

August 17, 2018

Brian G. Iverson
Senior Vice President — General Counsel
Black Hills Corporation
7001 Mount Rushmore Road
Rapid City, South Dakota 57702

Mr. Iverson:

You have acted as counsel to Black Hills Corporation, a South Dakota corporation (the "Company"), in connection with (i) the preparation of a Registration Statement on Form S-3 (File No. 333-219705) (the "Registration Statement"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (ii) the Prospectus Supplement dated August 14, 2018 (the "Prospectus Supplement") to the Prospectus dated August 4, 2017 relating to the offer and sale by the Company and the selling

securityholders named in the Prospectus Supplement under the Registration Statement of $400,000,000 aggregate principal amount of its 4.350% Senior Notes due 2033. As such counsel, you are furnishing an opinion in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. In connection with such opinion, you have asked us to opine with respect to certain matters under New York law.

The Notes are to be issued under an indenture dated as of May 21, 2003, between the Company and Wells Fargo Bank, National Association (as successor to LaSalle Bank National Association), as Trustee (the "Base Indenture"), as supplemented by a first supplemental indenture dated as of May 21, 2003, a second supplemental indenture dated as of May 14, 2009, a third supplemental indenture dated as of July 16, 2010, a fourth supplemental indenture dated as of November 19, 2013, a fifth supplemental indenture dated as of January 13, 2016, a sixth supplemental indenture dated as of August 19, 2016 and a seventh supplemental indenture dated as of the date hereof (the "Supplemental Indenture" and, the Base Indenture as supplemented by such first, second, third, fourth, fifth, and sixth supplemental indentures and the Supplemental Indenture, the "Indenture") and sold pursuant to the Underwriting Agreement, dated August 14, 2018 (the "Underwriting Agreement"), by and among the (i) Company, (ii) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the selling securityholders listed therein (the "Selling Securityholders"), and (iii) J.P. Morgan

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Securities LLC, Morgan Stanley & Co. LLC, and Wells Fargo Securities, LLC as representatives of the several underwriters listed therein (the "Underwriters"), relating to the offering and sale by the Company of $101 million aggregate principal amount of the Company's 4.350% Notes due 2033 (the "Primary Securities") and by the Selling Securityholders of $299 million aggregate principal amount of the Company's 4.350% Notes due 2033 (the "Secondary Securities," and together with the Primary Securities, the "Notes"). The Secondary Securities will be acquired by the Selling Securityholders pursuant to the Exchange Agreement dated August 14, 2018 between the Company and each of the Selling Securityholders (the "Exchange Agreement"). The Base Indenture, the Supplemental Indenture, the Underwriting Agreement and the Exchange Agreement are sometimes referred to herein collectively as the "Transaction Documents."

We have examined the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Transaction Documents, and such other documents, records and instruments as we have deemed necessary or appropriate for the purposes of the opinions set forth herein.

Based upon and subject to the foregoing and the qualifications set forth in Annex I attached hereto, we are of the opinion that the Notes, when authenticated in accordance with the provisions of the Indenture and delivered to and paid for pursuant to the terms of the Exchange Agreement and the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, voidable transactions, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether considered in a proceeding in equity or at law).

We hereby consent to the filing of this opinion as Exhibit 5.2 to a Current Report on Form 8-K of the Company filed with the Commission and thereby incorporated by reference into the Registration Statement and to the reference to use under the heading "Legal Matters" in the Prospectus Supplement. In giving such consent, we do not imply or admit that we are "experts" within the meaning of the Act, or other rules and regulations of the Commission issued thereunder with respect to any part of the Registration Statement, including this exhibit.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: /s/ Brandon C. Mason
Brandon C. Mason, Partner

Annex I

In rendering the accompanying opinion letter, we wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) We have relied upon representations made by the Company in the Transaction Documents, the assumptions set forth below as to the matters referred therein, and upon certificates of, and information provided by, officers and employees of the Company reasonably believed by us to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation.

(b) Our opinion letter is limited to the laws of the State of New York (the "Covered Laws") and we express no opinion as to the effect on the matters covered by our opinions of any other law. Furthermore, in rendering opinions as to the Covered Laws, we have only considered the applicability of statutes, rules, regulations and judicial decisions that a lawyer practicing in such jurisdiction (the "Opining Jurisdictions") exercising customary professional diligence would reasonably recognize as being directly applicable to the Company or the transactions contemplated by the Transaction Documents.

(c) We express no opinion as to whether, or to the extent of which, the laws of any particular jurisdiction apply to the subject matter hereof, including without limitation the enforceability of the governing law provision contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law

of the State of New York.

(d) We have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each Transaction Document and the Notes have been duly authorized, executed and delivered by each party thereto; (iii) each party having rights under any Transaction Documents or the Notes (other than the Company) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it and has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents and the Notes against it and the other parties; (iv) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; (v) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (vi) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the Opining Jurisdictions; (vii) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; (viii) the Company will not in the future take any discretionary action (including a decision not to act) permitted under the Transaction

Documents or the Notes that would result in a violation of law or constitute a breach or default under any other agreement, order or regulation; (ix) the Company will obtain all permits and governmental approvals required in the future, and take all future actions similarly required, relevant to the performance of the Transaction Documents and the Notes; (x) all parties to the transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents and the Notes; and (xi) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of any of the Transaction Documents.

(e) We have further assumed, without investigation, that (i) the Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) the Company has the power and authority under its governing documents and the laws of its jurisdiction of incorporation to execute and deliver the Transaction Documents and the Notes, to perform its obligations thereunder and to consummate the transactions contemplated thereby; (iii) the Transaction Documents and the Notes have been duly authorized, executed and delivered by the Company; and (iv) the Company has obtained all governmental and third party authorizations, consents, approvals and orders and has made all filings and registrations required to enable it to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, the Transaction Documents and the Notes (which authorizations, consents, approvals and orders have become final and remain in full force and effect), and such execution, delivery, performance and consummation does not and will not violate or conflict with any law, rule, regulation, order, decree, judgment, instrument or agreement binding upon the Company or its properties.

(f) We express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury or fraudulent transfer, voidable transaction or fraudulent conveyance “savings” provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; and (iii) any provision waiving legal, statutory or equitable defenses or other procedural, judicial or administrative rights.

(g) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, we do not undertake to advise you with respect to any other matter or of any change in such facts and laws or in the interpretation thereof which may occur after the date hereof.

(h) Without limiting any other qualifications set forth herein, the opinions expressed in the accompanying opinion letter are subject to the effect of generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (ii) limit the availability of a remedy

under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (v) govern and afford judicial discretion regarding determination of damages and entitlement to attorneys’ fees and other costs; (vi) may permit a party who has materially failed to render or offer performance required by a contract to cure that failure unless either permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (vii) may limit the enforceability of provisions imposing premiums or liquidated damages to the extent such provisions constitute, or are deemed to constitute, a penalty or forfeiture and provisions imposing increased interest rates upon default, or providing for the compounding of interest or the payment of interest on interest; (viii) may limit the amount payable under the Notes upon an acceleration to the extent that a portion of the amount so payable is considered by a court to be unearned interest; (ix) may require mitigation of

damages; (x) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation); (xi) may require that a claim with respect to any debt securities that are payable other than in U.S. dollars (or a foreign currency judgment in respect of such claim) be converted into U.S. dollars at a rate of exchange prevailing on a date determined pursuant to applicable law; and (xii) may limit, delay or prohibit the making of payments outside the United States.

(i) The opinions expressed herein do not address any of the following legal issues: (i) state securities and Blue Sky laws and regulations; (ii) state tax laws and regulations; (iii) the statutes and ordinances, administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level) and judicial decisions to the extent that they deal with the foregoing; (iv) voidable transaction, fraudulent transfer and fraudulent conveyance laws; and (v) compliance with fiduciary duty and conflict-of-interest requirements.

(Back To Top)