
**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) July 10, 2008

BLACK HILLS CORPORATION

(Exact name of registrant as specified in its charter)

South Dakota
(State or other jurisdiction of incorporation)

001-31303
(Commission File Number)

46-0458824
(IRS Employer Identification
No.)

625 Ninth Street, PO Box 1400
Rapid City, South Dakota
(Address of principal executive offices)

57709-1400
(Zip Code)

605.721.1700
(Registrant's telephone number, including area code)

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))

Item 1.01 Entry into a Material Definitive Agreement

On July 10, 2008, the Registrant entered into

1) a Third Amendment to the Credit Agreement dated May 5, 2005 among Black Hills Corporation, as Borrower, the financial institutions from time to time party thereto as Banks, U.S. Bank, National Association, as Co-Syndication Agent, Union Bank of California, N.A., as Co-Syndication Agent, BANK OF AMERICA, N.A., as Co-Documentation Agent, BANK OF MONTREAL dba HARRIS NESBITT, as Co-Documentation Agent, and ABN AMRO Bank N.V. as Administrative Agent (the “BHC Credit Agreement dated May 5, 2005”); and

2) a First Amendment to the Credit Agreement dated May 7, 2007 among Black Hills Corporation as Borrower, ABN AMRO Bank N.V., as Administrative Agent, Sole Bookrunner and Co-Arranger, BMO Capital Markets, as Syndication Agent and Co-Arranger, Credit Suisse Securities (USA) LLC, as Syndication Agent and Co-Arranger, and the Financial Institutions party thereto, as Banks (the “BHC Credit Agreement dated May 7, 2007”).

The Third Amendment to the BHC Credit Agreement dated May 5, 2005 and the First Amendment to the BHC Credit Agreement dated May 7, 2007 (i) allow for liens attaching to brokerage accounts or arising under or in connection with derivative arrangements or derivative obligations incurred in the ordinary course of business, (ii) allow for other liens made in the ordinary course of business so long as the aggregate amount of indebtedness or other obligations secured by such liens do not exceed, in the aggregate, \$25 million, and (iii) allow the Company to increase (if it should choose to do so at some point in the future) the limit for borrowings or other credit accommodations for the Marketing Subsidiary Excluded Credit Facilities from \$300 million to \$400 million.

In conjunction with the Third Amendment to the BHC Credit Agreement dated May 5, 2005, the Company increased the commitments under the credit facility from \$400 million to \$525 million.

The BHC Credit Agreement dated May 5, 2005, filed as Exhibit 10.1 to the Registrant’s Form 10-Q for March 31, 2005; the First and Second Amendments to the BHC Credit Agreement dated May 5, 2005 filed as Exhibits 10.1 and 10.2 to the Registrant’s Form 8-K filed March 19, 2007; the Third Amendment to the BHC Credit Agreement dated May 5, 2005 filed as Exhibit 10.1 to this Form 8-K; the BHC Credit Agreement dated as of May 7, 2007, filed as Exhibit 10.3 to the Registrant’s Form 10-Q for the quarterly period ended June 30, 2007; and the First Amendment to the BHC Credit Agreement dated as of May 7, 2007 filed as Exhibit 10.2 to this Form 8-K are incorporated herein by reference.

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

The information required by this item is included in Item 1.01.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

- 10.1 Third Amendment to the Credit Agreement dated May 5, 2005 among Black Hills Corporation, as Borrower, ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement, and as a Bank, and the other Banks party thereto.
- 10.2 First Amendment to the Credit Agreement dated May 7, 2007 among Black Hills Corporation, as Borrower, ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement, and as a Bank, and the other Banks party thereto.

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.

BLACK HILLS CORPORATION

By: /s/ Steven J. Helmers
Steven J. Helmers
Senior Vice President
and General Counsel

Date: July 14, 2008

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to the Credit Agreement dated May 5, 2005 among Black Hills Corporation, as Borrower, ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement, and as a Bank, and the other Banks party thereto.
10.2	First Amendment to the Credit Agreement dated May 7, 2007 among Black Hills Corporation, as Borrower, ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement, and as a Bank, and the other Banks party thereto.

THIRD AMENDMENT TO THE CREDIT AGREEMENT

THIS THIRD AMENDMENT TO THE CREDIT AGREEMENT (this "*Amendment*"), dated as of July 10, 2008 among Black Hills Corporation, a South Dakota corporation ("*Borrower*"), ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement described below (in such capacity, the "*Administrative Agent*"), and as a Bank, and the other Banks party hereto.

WITNESSETH THAT:

WHEREAS, the Borrower, Administrative Agent and the Banks have entered into that certain Credit Agreement dated as of May 5, 2005 (as the same has been amended, modified or restated prior to the effectiveness hereof, the "*Credit Agreement*"); and

WHEREAS, the Borrower desires to amend certain terms of the Credit Agreement, as set forth below; and

WHEREAS, the Administrative Agent and the Required Banks are willing, subject to the terms hereof, to so amend the Credit Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Credit Agreement. Unless otherwise specified, all section references herein refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

Effective upon the satisfaction of each of the conditions precedent set forth in Section 4 below, the Credit Agreement is hereby amended as follows:

effective as of the date hereof, the Credit Agreement is hereby amended as follows:

(A) The term "\$300,000,000" appearing in the definition of "Marketing Subsidiary Excluded Credit Facilities" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and the term "\$400,000,000" is hereby substituted therefor:

(B) Section 7.9 of the Credit Agreement shall be amended by deleting the term "and" appearing at the end of Section 7.9(n), deleting the term "." at the end of Section 7.9(o) and substituting the term ";" therefor, and inserting the following language as new Sections 7.9(p) and 7.9(q), respectively:

"(p) Liens (i) of a collecting bank arising under the UCC on items in the course of collection, (ii) in favor of a banking institution arising as a matter of law, or which arise under the documents governing the deposit relationship, encumbering deposits (including the right of set-off, charge-back rights, and refund rights) and which are within

the general parameters customary in the banking industry, or (iii) encumbering customary deposits and margin deposits and other Liens attaching to brokerage accounts or arising under or in connection with Derivative Arrangements or Derivative Obligations, in each case incurred in the ordinary course of business; and"

"(q) Other Liens made in the ordinary course of business of Borrower or its Subsidiaries so long as the aggregate amount of Indebtedness or other obligations secured by such Liens does not exceed, in the aggregate, \$25,000,000."

(C) Schedule 2.1 to the Credit Agreement shall be amended by deleting the schedule in its entirety and substituting Schedule 2.1 attached hereto as EXHIBIT A therefor.

Section 3. Ratification. The Borrower hereby ratifies, acknowledges, affirms and reconfirms its rights, interests and obligations under each Credit Document, as amended hereby, and agrees to perform each of its obligations thereunder as and when required. By executing this Amendment, the Borrower hereby further ratifies, acknowledges, affirms and reconfirms that each Credit Document, as amended hereby, constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, and that each such Credit Document, as amended hereby, is in full force and effect.

Section 4. Conditions. The effectiveness of this Amendment is subject to the following conditions precedent:

Section 4.1 The Borrower, the Administrative Agent and the Required Banks shall have executed and delivered this Amendment, and the Borrower shall have executed and/or delivered such other documents and instruments as Administrative Agent may reasonably require to effectuate the terms of this Amendment.

Section 4.2 Borrower shall have paid to each of the Banks executing and delivering this Amendment on or prior to the date hereof, for such Bank's own account, a fully-earned, non-refundable amendment fee in an amount equal to [__]% multiplied by such Bank's Percentage (prior to the effectiveness hereof), in immediately available funds.

Section 4.3 Borrower shall have paid to each new Bank and each Bank that increases its Commitment in accordance with Section 2.12(b) of the Credit Agreement concurrently with this Amendment (such new Bank or Bank increasing its Commitment, an "Added Bank"), for such Added Bank's own account, a fully-earned, non-refundable closing fee of (x) if the amount of such Added Bank's new or increased Commitment is greater than or equal to \$15,000,000 and less than \$20,000,000, [__]% multiplied by the amount of such Added Bank's new or increased Commitment purchased pursuant to Section 2.12(b) of the Credit Agreement, or (y) if the amount of such Added Bank's new or increased Commitment is equal to or greater than \$20,000,000, [__]% multiplied by such Added Bank's new or increased Commitment purchased pursuant to Section 2.12(b) of the Credit Agreement, in immediately available funds.

Section 4.4 The representations and warranties set forth in Section 5 of this Amendment shall be true and correct.

Section 4.5 All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments and other legal matters incident thereto shall be reasonably satisfactory to the Administrative Agent and its legal counsel.

Section 5. Representations and Warranties. To induce the Administrative Agent and the Banks party hereto to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and the Banks that (i) the execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate action on the part of the Borrower and that this Amendment has been duly executed and delivered by the Borrower and this Amendment and the Credit Agreement, as amended hereby, constitutes valid and binding obligations of the Borrower enforceable in accordance with its terms, (ii) no Default or Event of Default (after giving effect to this Amendment) has occurred and is continuing under the Credit Agreement or would result from the execution and delivery of this Amendment, and (iii) each of the representations and warranties set forth in Section 5 of the Credit Agreement, as amended hereby, is true and correct in all material respects as of the date hereof, except that if any such representation or warranty (x) relates solely to an earlier date it need only remain true in all material respects as of such date, or (y) is already qualified by materiality, in which case it shall be true and correct in all respects.

Section 6. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 7. References. Any reference to the Credit Agreement contained in any document, instrument or agreement executed in connection with the Credit Agreement shall be deemed to be a reference to the Credit Agreement as modified by this Amendment.

Section 8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Amendment may also be executed by facsimile or electronic means and each facsimile or electronic signature hereto shall be deemed for all purposes to be an original signatory page.

Section 9. Costs. The Borrower agrees to pay on demand all reasonable costs and expenses incurred by the Administrative Agent (including fees and expenses of counsel) incurred in connection with the negotiation and preparation of this Amendment.

Section 10. Governing Law. The validity and interpretation of this Amendment and the terms and conditions set forth herein, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws other than section 5-1401 of the New York General Obligations Laws.

Section 11. Miscellaneous. This Amendment shall be deemed to be a Credit Document.

- Remainder of page left blank; signature pages follow -

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

BLACK HILLS CORPORATION, a South
Dakota corporation

By: /s/ David R. Emery
Name: David R. Emery
Title: President and CEO

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

ABN AMRO Bank N.V.

By: /s/ Charles F. Randolph
Name: Charles F. Randolph
Title: Managing Director

By: /s/ Kris A. Grosshans
Name: Kris A. Grosshans
Title: Managing Director

Wells Fargo Bank N.A.

By: /s/ Sushim R. Shah
Name: Sushim R. Shah
Title: VP & Senior Relationship Manager

Credit Suisse, Cayman Islands Branch

By: /s/ James Moran
Name: James Moran
Title: Managing Director

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Associate

Royal Bank Canada,

By: /s/ Linda M. Stephens
Name: Linda M. Stephens
Title: Authorized Signatory

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Robert J. Cole
Name: Robert J. Cole
Title: Vice President

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

BAYERISCHE LANDESBANK

By: /s/ John Gregory
Name: John Gregory
Title: First Vice President

By: /s/ Nikolai von Mengden
Name: Nikolai von Mengden
Title: Senior Vice President

BMO Capital Markets Financing, Inc.

By: /s/ Gumaro Tijerina
Name: Gumaro Tijerina
Title: Vice President

Societe Generale

By: /s/ Yao Wang
Name: Yao Wang
Title: Vice President

U.S. Bank National Association

By: /s/ Christine Dean
Name: Christine Dean
Title: Vice President

COBANK, ACB

By: /s/ Brent R. Knight
Name: Brent R. Knight
Title: Vice President

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

Fifth Third Bank

By: /s/ Ashley Radel
Name: Ashley Radel
Title: Officer

Mizuho Corporate Bank, Ltd.

By: /s/ Leon Mo
Name: Leon Mo
Title: Senior Vice President

CALYON NEW YORK BRANCH

By: /s/ Page Dillehunt
Name: Page Dillehunt
Title: Managing director

By: /s/ Sharada Manne
Name: Sharada Manne
Title: Director

The Bank of Nova Scotia

By: /s/ Jim Trimble
Name: Jim Trimble
Title: Managing Director

ROYAL BANK OF SCOTLAND PLC

By: /s/ Andrew N. Taylor
Name: Andrew N. Taylor
Title: Vice President

Scotiabanc Inc.

By: /s/ J.F. Todd
Name: J.F. Todd
Title: Managing Director

Schedule 2.1**COMMITMENTS**

<i>Bank</i>	<i>Commitment Amount</i>	<i>Pro Rata Share</i>
ABN AMRO Bank N.V.	\$47,000,000.00	8.95238095%
Union Bank of California, N.A.	\$52,000,000.00	9.90476190%
U.S. Bank National Association	\$32,000,000.00	6.09523810%
Bank of America, N.A.	\$30,000,000.00	5.71428571%
CoBank, ACB	\$62,000,000.00	11.80952381%
BMO/Harris Nesbitt Financing, Inc.	\$30,000,000.00	5.71428571%
The Bank of Nova Scotia	\$70,000,000.00	13.33333333%
Wells Fargo Bank, N.A.	\$55,000,000.00	10.47619048%
Credit Suisse	\$25,000,000.00	4.76190476%
Bayern LB	\$24,000,000.00	4.57142857%
Societe Generale	\$24,000,000.00	4.57142857%
Calyon, New York Branch	\$18,000,000.00	3.42857143%
Fifth Third Bank	\$14,000,000.00	2.66666667%
Mizuho Corporate Bank, Ltd.	\$14,000,000.00	2.66666667%
Royal Bank of Canada	\$14,000,000.00	2.66666667%
Royal Bank of Scotland	\$14,000,000.00	2.66666667%
TOTALS	\$525,000,000.00	100.00000000%

FIRST AMENDMENT TO THE CREDIT AGREEMENT

THIS FIRST AMENDMENT TO THE CREDIT AGREEMENT (this "*Amendment*"), dated as of July 10, 2008 among Black Hills Corporation, a South Dakota corporation ("*Borrower*"), ABN AMRO Bank N.V., in its capacity as agent for the Banks under the Credit Agreement described below (in such capacity, the "*Administrative Agent*"), and as a Bank, and the other Banks party hereto.

WITNESSETH THAT:

WHEREAS, the Borrower, Administrative Agent and the Banks have entered into that certain Credit Agreement dated as of May 7, 2007 (as the same may be further amended, modified or restated prior to the effectiveness hereof, the "*Credit Agreement*"); and

WHEREAS, the Borrower desires to amend certain terms of the Credit Agreement, as set forth below; and

WHEREAS, the Administrative Agent and the Required Banks are willing, subject to the terms hereof, to so amend the Credit Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Credit Agreement. Unless otherwise specified, all section references herein refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

Effective upon the satisfaction of each of the conditions precedent set forth in Section 4 below, the Credit Agreement is hereby amended as follows:

effective as of the date hereof, the Credit Agreement is hereby amended as follows:

(A) The term "\$300,000,000" appearing in the definition of "Marketing Subsidiary Excluded Credit Facilities" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and the term "\$400,000,000" is hereby substituted therefor:

(B) Section 7.9 of the Credit Agreement shall be amended by deleting the term "and" appearing at the end of Section 7.9(n), deleting the term "." at the end of Section 7.9(o) and substituting the term ";" therefor, and inserting the following language as new Sections 7.9(p) and 7.9(q), respectively:

"(p) Liens (i) of a collecting bank arising under the UCC on items in the course of collection, (ii) in favor of a banking institution arising as a matter of law, or which arise under the documents governing the deposit relationship, encumbering deposits (including the right of set-off, charge-back rights, and refund rights) and which are within

the general parameters customary in the banking industry, or (iii) encumbering customary deposits and margin deposits and other Liens attaching to brokerage accounts or arising under or in connection with Derivative Arrangements or Derivative Obligations, in each case incurred in the ordinary course of business; and"

“(q) Other Liens made in the ordinary course of business of Borrower or its Subsidiaries so long as the aggregate amount of Indebtedness or other obligations secured by such Liens does not exceed, in the aggregate, \$25,000,000.”

Section 3. Ratification. The Borrower hereby ratifies, acknowledges, affirms and reconfirms its rights, interests and obligations under each Credit Document, as amended hereby, and agrees to perform each of its obligations thereunder as and when required. By executing this Amendment, the Borrower hereby further ratifies, acknowledges, affirms and reconfirms that each Credit Document, as amended hereby, constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, and that each such Credit Document, as amended hereby, is in full force and effect.

Section 4. Conditions. The effectiveness of this Amendment is subject to the following conditions precedent:

Section 4.1 The Borrower, the Administrative Agent and the Required Banks shall have executed and delivered this Amendment, and the Borrower shall have executed and/or delivered such other documents and instruments as Administrative Agent may reasonably require to effectuate the terms of this Amendment.

Section 4.2 Borrower shall have paid to each of the Banks executing and delivering this Amendment on or prior to the date hereof, for such Bank’s own account, a fully-earned, non-refundable amendment fee in an amount equal to [__]% multiplied by such Lender’s Percentage, in immediately available funds.

Section 4.3 The representations and warranties set forth in Section 5 of this Amendment shall be true and correct.

Section 4.4 All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments and other legal matters incident thereto shall be reasonably satisfactory to the Administrative Agent and its legal counsel.

Section 5. Representations and Warranties. To induce the Administrative Agent and the Banks party hereto to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and the Banks that (i) the execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate action on the part of the Borrower and that this Amendment has been duly executed and delivered by the Borrower and this Amendment and the Credit Agreement, as amended hereby, constitutes valid and binding obligations of the Borrower enforceable in accordance with its terms, (ii) no Default or Event of Default (after giving effect to this Amendment) has occurred and is continuing under the Credit Agreement or would result from the execution and delivery of this Amendment, and (iii) each of

the representations and warranties set forth in Section 5 of the Credit Agreement, as amended hereby, is true and correct in all material respects as of the date hereof, except that if any such representation or warranty (x) relates solely to an earlier date it need only remain true in all material respects as of such date, or (y) is already qualified by materiality, in which case it shall be true and correct in all respects.

Section 6. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 7. References. Any reference to the Credit Agreement contained in any document, instrument or agreement executed in connection with the Credit Agreement shall be deemed to be a reference to the Credit Agreement as modified by this Amendment.

Section 8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Amendment may also be executed by facsimile or electronic means and each facsimile or electronic signature hereto shall be deemed for all purposes to be an original signatory page.

Section 9. Costs. The Borrower agrees to pay on demand all reasonable costs and expenses incurred by the Administrative Agent (including fees and expenses of counsel) incurred in connection with the negotiation and preparation of this Amendment.

Section 10. Governing Law. The validity and interpretation of this Amendment and the terms and conditions set forth herein, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws other than section 5-1401 of the New York General Obligations Laws.

Section 11. Miscellaneous. This Amendment shall be deemed to be a Credit Document.

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In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

BLACK HILLS CORPORATION, a South
Dakota corporation

By: /s/ David R. Emery
Name: David R. Emery
Title: President & CEO

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

The Bank of Nova Scotia

By: /s/ Jim Trimble
Name: Jim Trimble
Title: Managing Director

Mizuho Corporate Bank, Ltd.

By: /s/ Leon Mo
Name: Leon Mo
Title: Senior Vice President

Credit Suisse, Cayman Islands Branch

By: /s/ James Moran
Name: James Moran
Title: Managing Director

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Associate

U.S. Bank National Association

By: /s/ Christine Dean
Name: Christine Dean
Title: Vice President

BMO Capital Markets Financing, Inc.

By: /s/ Gumaro Tijerina
Name: Gumaro Tijerina
Title: Vice President

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered in New York, New York by their duly authorized officers as of the day and year first above written.

BAYERISCHE LANDESBANK

By: /s/ John Gregory
Name: John Gregory
Title: First Vice President

By: /s/ Nikolal von Mengden
Name: Nikolal von Mengden
Title: Senior Vice President

ABN AMRO Bank N.V.

By: /s/ Charles F. Randolph
Name: Charles F. Randolph
Title: Managing Director

By: /s/ Kris A. Grosshans
Name: Kris A. Grosshans
Title: Managing Director

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Robert J. Cole
Name: Robert J. Cole
Title: Vice President

COBANK, ACB

By: /s/ Brent R. Knight
Name: Brent R. Knight
Title: Vice President