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): June 13, 2018

LAYNE CHRISTENSEN COMPANY
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-34195**	**48-0920712**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1800 Hughes Landing Blvd, Suite 800
The Woodlands, Texas 77380
(Address of principal executive offices)

(281) 475-2600
(Registrant's telephone number, including area code)

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:

☐ 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 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 Definitive Material Agreement.

4.25% Supplemental Indenture

On June 14, 2018, in connection with the consummation of the Merger (as defined below), Layne Christensen Company, a Delaware corporation (the "***Company***"), and U.S. Bank National Association, as trustee (in such capacity, the "***Trustee***"), entered into a First Supplemental Indenture, dated as of June 14, 2018 (the "***4.25% Supplemental Indenture***"), which amends and supplements the Indenture, dated as of November 12, 2013, by and between the Company and the Trustee (as amended and supplemented, the "***4.25% Indenture***") relating to the Company's 4.25% Convertible Senior Notes Due 2018 (the "***4.25% Notes***").

Pursuant to the 4.25% Supplemental Indenture, the consideration due upon conversion of any 4.25% Notes, and the conditions to any such conversion, is determined in the same manner as if each reference to any number of shares of Company Common Stock (as defined below) in Article 10 of the 4.25% Indenture were instead a reference to Granite Common Stock (as defined below) multiplied by the Exchange Ratio (as defined below). The conversion rate in effect immediately following the Merger is 11.7739 shares of Granite Common Stock per $1,000 principal amount of 4.25% Notes.

As previously reported by the Company on a Current Report on Form 8-K dated May 14, 2018, the Company delivered a Notice of Settlement Method to holders of the 4.25% Notes whereby the Company elected cash settlement as the settlement method for conversion of the 4.25% Notes. As a result of such election, Granite Construction Incorporated, a Delaware corporation ("***Granite***"), is not required to become a party to the 4.25% Supplemental Indenture.

The foregoing description of the 4.25% Supplemental Indenture is not complete and is qualified in its entirety by reference to the 4.25% Supplemental Indenture, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

8.00% Supplemental Indenture

On June 14, 2018, in connection with the consummation of the Merger, the Company, Granite and the Trustee, entered into a First Supplemental Indenture, dated as of June 14, 2018 (as amended and supplemented, the "***8.00% Supplemental Indenture***"), which amends and supplements the Indenture, dated as of March 2, 2015, by and among the Company, the Guarantors party thereto, the Trustee and U.S. Bank National Association as collateral agent (the "***8.00% Indenture***") relating to the Company's 8.00% Senior Secured Second Lien Convertible Notes (the "***8.00% Notes***").

Pursuant to the 8.00% Supplemental Indenture, the consideration due upon conversion of any 8.00% Notes is, for each $1,000 principal amount of such 8.00% Notes, the number of shares of Granite Common Stock equal to the conversion rate in effect at such time; with cash in lieu of fractional shares as described in Section 10.03 of the 8.00% Indenture. The conversion rate in effect immediately following the Merger is 23.0769 shares of Granite Common Stock per $1,000 principal amount of 8.00% Notes. Granite executed the 8.00% Supplemental Indenture solely to acknowledge its obligation to deliver to the Company a sufficient number of shares of Granite Common Stock to satisfy any conversion of the 8.00% Notes into shares of Granite Common Stock

The foregoing description of the 8.00% Supplemental Indenture is not complete and is qualified in its entirety by reference to the 8.00% Supplemental Indenture, a copy of which is filed as Exhibit 4.2 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

Item 1.02. Termination of a Definitive Material Agreement.

On June 14, 2018, the Company terminated all commitments to provide loans or other extensions of credit under the Amended and Restated Credit Agreement, dated as of August 17, 2015 (as amended, supplemented or otherwise modified prior to the date hereof, the "***Credit Agreement***"), among the Company, the subsidiaries of the Company party thereto (together with the Company, the "***Loan Parties***"), the lenders party thereto, PNC Bank, National Association, as administrative agent (in such capacity, "***Agent***"), co-collateral agent, swingline lender and issuing bank, Jeffries Finance LLC, as arranger and syndication agent and Wells Fargo Bank, N.A., as co-collateral agent. The Credit Agreement has been terminated except for provisions thereof that expressly survive termination of the Credit Agreement and the payment in full of all obligations thereunder and provisions thereof relating to letters of credit issued thereunder.

As of June 14, 2018, no borrowings were outstanding under the Credit Agreement. Cash collateral in the amount of approximately $25 million has been deposited by Granite with the Agent to secure the letters of credit issued under the Credit Agreement that remain outstanding and the reimbursement and other obligations of the Loan Parties in respect thereof.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On June 14, 2018, the Company and Granite consummated the Merger, pursuant to the Agreement and Plan of Merger, dated February 13, 2018 (the "***Merger Agreement***"), among the Company, Granite and Lowercase Merger Sub Incorporated, a Delaware corporation and wholly owned subsidiary of Granite ("***Merger Sub***"), whereby Merger Sub merged with and into the Company, with the Company continuing as the surviving corporation and a wholly owned subsidiary of Granite (the "***Merger***").

At the effective time of the Merger (the "***Effective Time***"), each share of common stock, par value $0.01 per share, of the Company ("***Company Common Stock***"), that was issued and outstanding immediately prior to the Effective Time was cancelled and automatically converted into the right to receive 0.27 (the "***Exchange Ratio***") validly issued, fully paid, and non-assessable shares of common stock, par value $0.01 per share, of Granite ("***Granite Common Stock***"). No fractional shares of Granite Common Stock will be issued to any Company stockholder in the Merger. Pursuant to the Merger Agreement, each Company stockholder who would otherwise have been entitled to receive a fraction of a share of Granite Common Stock in the Merger will receive cash in lieu of any fractional shares.

In addition, pursuant to the Merger Agreement, at the Effective Time, the Company's outstanding stock options were cancelled and converted into the right to receive an amount of cash equal to the product of (1) the number of Company shares issuable upon the exercise of the Company stock option, multiplied by (2) the excess value, if any, of the (a) product of (i) the Exchange Ratio, multiplied by (ii) the volume-weighted average trading price per share of Granite Common Stock on the New York Stock Exchange for the 10-trading day period ending on the third trading day immediately preceding June 14, 2018 ("***Granite***

Common Stock Price"), over (b) the exercise price of the Company stock option. The Company's outstanding service-based restricted stock units (whether vested or unvested) were cancelled and converted into the right to receive an amount of cash (without interest) equal to the product of (1) the number of Company shares in respect of such restricted units, multiplied by (2) the product of (i) the Exchange Ratio, multiplied by (ii) Granite Common Stock Price. The Company's unvested performance stock units, outstanding immediately prior to the Effective Time, have vested, and the underlying number of Company shares earned were determined based on the maximum level of achievement of the applicable performance goals. The Company's performance stock units that vested prior to the Effective Time or those that vested pursuant to the Merger Agreement were cancelled and converted into the right to receive an amount of cash (without interest) equal to the product of (1) the number of Company shares earned in respect to the performance stock unit, multiplied by (2) the product of (i) the Exchange Ratio, multiplied by (ii) Granite Common Stock Price.

The foregoing summary of the transactions contemplated by the Merger Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K, filed with the SEC on February 14, 2018, which is incorporated in this Item 2.01 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 set forth under Item 1.01 of this Current Report on Form 8-K is incorporated in this Item 2.03 by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the consummation of the Merger, the Company requested Nasdaq Global Select Market ("***Nasdaq***") to suspend trading in the Company Common Stock as of close of trading on June 14, 2018 and file a notification of removal from listing on Form 25 with the Securities and Exchange Commission ("***SEC***") to delist shares of the Company Common Stock from Nasdaq and remove the shares from registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), as of the close of trading on June 14, 2018. On June 14, 2018, Nasdaq filed a notification of removal from listing on Form 25 with the SEC with respect to the Company Common Stock. The Company will file a Form 15 with the SEC to suspend the Company's reporting obligations with respect to Company Common Stock under Sections 13 and 15(d) of the Exchange Act 10 days after the Form 25 is filed.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth above in Items 2.01 and 3.01 of this Current Report on Form 8-K is incorporated in this Item 3.03 by reference.

At the Effective Time, holders of Company Common Stock immediately prior to such time ceased to have any rights as stockholders in the Company (other than their right to receive Merger consideration pursuant to the Merger Agreement).

Item 5.01. Changes in Control of Registrant.

To the extent required by Item 5.01, the information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

As a result of the Merger, a change of control of the Company occurred. The Company became a wholly owned subsidiary of Granite.

To the knowledge of the Company, there are no arrangements, including any pledge by any person of securities of the Company, the operation of which may at a subsequent date result in further change of control of the Company.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation and Appointment of Executive Officers and Directors

Pursuant to Section 2.06 of the Merger Agreement, at the Effective Time, the directors and officers of Merger Sub immediately prior to the Effective Time became the directors and officers of the Company as the surviving corporation. As a result, the following directors and officers of the Company ceased to hold their respective positions at the Company, effective as of the Effective Time: J. Michael Anderson, David A.B. Brown, J. Samuel Butler, Michael J. Caliel, Steven F. Crooke, Robert R. Gilmore, Alan P. Krusi, Kevin Maher, John T. Nesser III, Nelson Obus, and Larry Purlee. There were no disagreements between these directors and officers with the Company on any matter relating to the Company's operations, policies, or practices.

Pursuant to the Merger Agreement, as of the Effective Time, James H. Roberts, the sole member of the Board of Directors of Merger Sub immediately prior to the Effective Time, became the sole member of the Board of Directors of the Company and will serve until his successor is duly elected or appointed and qualified, or until the earlier of his death, resignation, or removal.

Pursuant to the Merger Agreement, as of the Effective Time, the following officers of Merger Sub became the officers of the Company: Richard A. Watts 55, President and Group Manager, Bradley G. Graham, 47**,** Vice President and Controller of Merger Sub and Jigisha Desai, 51, Vice President and Treasurer, and each will hold office until his or her respective successor is duly elected and qualified, or the earlier of his or her resignation or removal. Mr. Watts, has worked at Granite since 2003 and currently serves as Granite's senior vice president, general counsel, corporate compliance officer and secretary. Mr. Graham has worked at Granite since 2013 and currently serves as Granite's vice president and corporate controller. Ms. Desai has worked at Granite since 1993 and currently serves as Granite's vice president of corporate finance and treasurer.

Item 5.03. Amendments to Articles of Incorporations or Bylaws; Change in Fiscal Year.

Pursuant to Section 2.05(a) and Section 2.05(b) of the Merger Agreement, at the Effective Time, the certificate of incorporation and bylaws of Merger Sub, as in effect immediately prior to the Effective Time, except that the name of the corporation shall be "Layne Christensen Company" and, as so amended, shall be the certificate of incorporation and bylaws of the Company until amended in accordance with the General Corporation Law of the State of Delaware. A copy of the seventh amended and restated certificate of incorporation and second amended and restated bylaws are filed as Exhibit 3.1 and Exhibit 3.2, respectively, which are incorporated into this Item 5.03 by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

At the special meeting of Company stockholders held on June 13, 2018 (the "***Special Meeting***"), 16,095,774 shares of Company Common Stock, or approximately 80.2% of the 20,059,489 shares of Company Common Stock issued and outstanding and entitled to vote at the Special Meeting, which constituted a quorum, were present in person or by proxy.

At the Special Meeting, Company stockholders of record as of the close of business on May 11, 2018 considered (1) a proposal to adopt the Merger Agreement (the "***Merger Proposal***"); (2) a non-binding, advisory proposal to approve the compensation that may become payable to the Company's named executive officers in connection with the closing of the Merger (the "***Compensation Proposal***"); and (3) a proposal to adjourn the Special Meeting, if necessary or appropriate, including to solicit additional proxies, if there are not sufficient votes to approve the Merger Proposal (the "***Adjournment Proposal***").

The final voting results for each item voted upon are set forth below:

Proposal One – Merger Proposal. The Merger Proposal was approved by the following vote:

For	Against	Abstain
14,814,702	1,236,929	44,143

Proposal Two – Compensation Proposal. The Compensation Proposal was approved by the following vote:

For	Against	Abstain
9,526,935	6,469,939	98,900

Proposal Three – Adjournment Proposal. The Adjournment Proposal was approved by the following vote:

For	Against	Abstain
14,843,874	1,170,789	81,111

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger by and among Company, Granite and Merger Sub, dated as of February 13, 2018 (incorporate by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K filed on February 14, 2018)*
3.1	Seventh Amended & Restated Certificate of Incorporation of the Company
3.2	Second Amended & Restated Bylaws of the Company
4.1	4.25% Supplemental Indenture, dated as of June 14, 2018, between the Company and U.S. Bank National Association
4.2	8.00% Supplemental Indenture, dated as of June 14, 2018, by and among the Company, Granite, and U.S. Bank National Association

* Schedules and exhibits have been omitted pursuant to item 601(b)(2) of regulation S-K. The Registrant agrees to furnish supplementally to the Securities and Exchange Commission a copy of any omitted schedules or exhibit upon request.

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.

LAYNE CHRISTENSEN COMPANY
(Registrant)

/s/ Richard A. Watts
Richard A. Watts
President and Group Manager

Date: June 14, 2018

Exhibit 3.1

SEVENTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
LAYNE CHRISTENSEN COMPANY

FIRST. The name of the corporation is Layne Christensen Company.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange St., Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. The total number of shares of stock which the corporation shall have authority to issue is 1,000. All such shares are to be common stock, par value of $0.01 per share, and are to be of one class.

FIFTH. Unless and except to the extent that the bylaws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter and repeal the bylaws of the corporation.

SEVENTH. A director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

EIGHTH. The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Seventh Amended and Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Seventh Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

Exhibit 3.2

SECOND AMENDED AND RESTATED

BYLAWS

OF

LAYNE CHRISTENSEN COMPANY

ARTICLE I

Meetings of Stockholders

Section 1.1. Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record

entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation or any subsidiary of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. At all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the certificate of incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the corporation, or applicable law or pursuant to any regulation applicable to the corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.8. Fixing Date for Determination of Stockholders of Record.

(a) In order that the corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the certificate of incorporation, in order that the corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.9. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Written Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.

Section 1.11. Inspectors of Election. The corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or

inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.12. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

Board of Directors

Section 2.1. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation or elected by the incorporator of the corporation, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is duly elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the corporation. Unless otherwise provided by law or the certificate of incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation, these bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in their absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Unanimous Consent of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at

any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board or committee in accordance with applicable law.

ARTICLE III

Committees

Section 3.1. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairperson of the Board and a Vice Chairperson of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or desirable. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.3. Appointing Attorneys and Agents; Voting Securities of Other Entities. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the corporation, in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 4.3 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board, the President or the Vice President.

ARTICLE V

Stock

Section 5.1. Certificates. The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the corporation by the Chairperson or Vice Chairperson of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation certifying the number of shares owned by such holder in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore

issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Indemnification and Advancement of Expenses

Section 6.1. Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors of the corporation.

Section 6.2. Advancement of Expenses. The corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise.

Section 6.3. Claims. If a claim for indemnification under this Article VI (following the final disposition of such proceeding) is not paid in full within sixty days after the corporation has received a claim therefor by the Covered Person, or if a claim for any advancement of expenses under this Article VI is not paid in full within 30 days after the corporation has received a statement or statements requesting such amounts to be advanced, the Covered Person shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Covered Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 6.4. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Sources. The corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise of non-profit enterprise.

Section 6.6. Amendment or Repeal. Any right to indemnification or to advancement of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought.

Section 6.7. Other Indemnification and Advancement of Expenses. This Article VI shall not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VII

Miscellaneous

Section 7.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Manner of Notice. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the corporation under any provision of applicable law, the certificate of incorporation, or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any stockholder who fails to object in writing to the corporation, within 60 days of having been given written notice by the corporation of its intention to send the single notice permitted under this Section 7.3, shall be deemed to have consented to receiving such single written notice. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

Section 7.4. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any waiver of notice, given by the person entitled to notice, whether before or after the time

stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 7.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 7.6. Amendment of Bylaws. These bylaws may be altered, amended or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

Exhibit 4.1

LAYNE CHRISTENSEN COMPANY

AS ISSUER

4.25% CONVERTIBLE SENIOR NOTES DUE 2018

FIRST SUPPLEMENTAL INDENTURE

DATED AS OF JUNE 14, 2018

to

INDENTURE

DATED AS OF NOVEMBER 12, 2013

U.S. BANK NATIONAL ASSOCIATION

AS TRUSTEE

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE dated as of June 14, 2018 (this "**First Supplemental Indenture**"), among Layne Christensen Company, a Delaware corporation (the "**Company**") and U.S. Bank National Association, a federal savings bank, as trustee (the "**Trustee**").

W I T N E S S E T H:

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of November 12, 2013 (the "**Indenture**"), pursuant to which the Company issued its 4.25% Convertible Senior Notes due 2018 (the "**Notes**");

WHEREAS, the Company, Granite Construction Incorporated, a Delaware corporation ("**Granite**"), and Lowercase Merger Sub Incorporated, a Delaware corporation and a wholly owned subsidiary of Granite ("**Merger Sub**"), entered into an Agreement and Plan of Merger, dated as of February 13, 2018 (the "**Merger Agreement**");

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, Merger Sub will merge with and into the Company (the "**Merger**" or "**Merger Event**"), with the Company continuing as the surviving corporation;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger, each share of common stock (other than shares to be cancelled in accordance with Section 3.01(a) of the Merger Agreement), par value $0.01 per share, of the Company (the "**Layne Common Stock**") issued and outstanding immediately prior to the effective time of the Merger, will be converted into the right to receive 0.27 shares of common stock, par value $0.01, of Granite (the "**Granite Common Stock**") and, if applicable, cash in lieu of fractional shares of Granite Common Stock, as specified in the Merger Agreement;

WHEREAS, the Merger is permitted under Section 5.01 of the Indenture as a "**Reorganization Event**" so long as certain conditions have been met;

WHEREAS, pursuant to Section 10.08(a) of the Indenture, following consummation of the Merger, the Conversion Consideration due upon conversion of any Notes, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Layne Common Stock in Article 10 of the Indenture were instead a reference to the same number of Reference Property Units;

WHEREAS, pursuant to Section 10.03(a)(i)(A) of the Indenture, on May 14, 2018 the Company notified the Holders through the Trustee, that it had elected Cash Settlement as the Settlement Method for conversion of the Notes with Conversion Dates occurring on or after May 15, 2018, and prior to the Close of Business on the Scheduled Trading Day immediately preceding the Maturity Date;

WHEREAS, Section 10.08(a) of the Indenture also provides that at or before the effective date of the Merger Event, the Company will execute and deliver to the Trustee a supplemental indenture pursuant to Section 9.03 of the Indenture;

WHEREAS, in connection with the execution and delivery of this First Supplemental Indenture, the Trustee has received an Officers' Certificate and an Opinion of Counsel as contemplated by Sections 5.01(c), 9.03, 10.08(b)(ii)(A), 12.03 and 12.04 of the Indenture; and

WHEREAS, the Company and Granite have requested that the Trustee execute and deliver this First Supplemental Indenture and have satisfied all requirements necessary to make this First Supplemental Indenture a valid instrument in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *Definitions*. A term defined in the Indenture has the same meaning when used in this First Supplemental Indenture unless such term is otherwise defined herein or amended or supplemented pursuant to this First Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

"**Reference Property Unit**" means 0.27 shares of Granite Common Stock and, if applicable, cash in lieu of fractional shares of Granite Common Stock, as specified in the Merger Agreement.

ARTICLE 2

AMENDMENT OF INDENTURE

Section 2.01 *Settlement Method*. Pursuant to Section 9.01 and Section 10.03 of the Indenture, the Settlement Method irrevocably elected by the Company is Cash Settlement.

Section 2.02 *Conversion Right*. Pursuant to Section 10.08(a) of the Indenture, as a result of the Merger, from and after the effective date of the Merger, the Conversion Consideration due upon conversion of any Notes, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Layne Common Stock in Article 10 of the Indenture were instead a reference to the same number of Reference Property Units. The provisions of Section 10.01(b) of the Indenture respecting when a Holder of Notes may surrender its Notes for conversion, will continue to apply, *mutatis mutandis*, to the Holders' right to convert each Note.

Section 2.03 *Adjustments to Conversion Rate*. For avoidance of doubt, immediately following the Merger, the Conversion Rate will be 11.7739 shares of Granite Common Stock per $1,000 principal amount of Notes, subject thereafter to adjustments as set forth in the Indenture.

Section 2.04 *Adjustments to Additional Shares Table.* For the avoidance of doubt, immediately following the Merger, the following table sets forth hypothetical Make-Whole Fundamental Change Effective Dates, Stock Prices for Granite Common Stock and the number of Additional Shares of Granite Common Stock by which the Conversion Rate will be increased per $1,000 principal amount of Notes for a Holder that converts a Note in connection with a Make-Whole Fundamental Change having such Make-Whole Fundamental Change Effective Date and Stock Price. The following table amends and restates the table in Section 10.07(d) of the Indenture.

	Stock Price									
Effective Date	$65.33	$74.07	$84.93	$96.30	$110.41	$129.63	$155.56	$203.70	$259.26	$333.33
November 15, 2017	3.5322	1.7801	0.7799	0.4633	0.3402	0.2752	0.2235	0.1636	0.1222	0.0885
November 15, 2018	3.5322	1.7261	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Section 2.05 *Indenture Remains in Full force and Effect*. Except as supplemented by this First Supplemental Indenture, all provisions in the Indenture will remain in full force and effect.

Section 2.06 *Trustee Matters*. The Trustee accepts this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein. The Trustee will be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this First Supplemental Indenture will be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture.

ARTICLE 3

INDENTURE

Section 3.01 *Ratification of Indenture*. The Indenture is in all respects ratified and confirmed, and this First Supplemental Indenture will be deemed part of the Indenture in the manner and to the extent herein and therein provided. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or will be construed to be assumed, by the Trustee by reason of this First Supplemental Indenture. This First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.02 *The Trustee*. The Trustee will not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

Section 3.03 *Governing Law and Waiver of Jury Trial*. THIS FIRST SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY AND THE TRUSTEE HEREBY 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 THIS FIRST SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04 *Benefits of this First Supplemental Indenture*. Nothing in this First Supplemental Indenture, expressed or implied, will give to any Person, other than the parties hereto, any Paying Agent, Conversion Agent, Registrar, and their successors hereunder, and the Holders any benefit or any legal or equitable right, remedy or claim under this First Supplemental Indenture.

Section 3.05 *Multiple Originals*. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement. One signed copy is enough to prove this First Supplemental Indenture. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or PDF transmission will constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.

Section 3.06 *Submission to Jurisdiction*. The Company: (a) agrees that any suit, action or proceeding against it arising out of or relating to this First Supplemental Indenture, may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (b) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (c) submits to the nonexclusive jurisdiction of such courts in any suit, action or proceeding.

Section 3.07 *Headings*. The headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof, and will not modify or restrict any of the terms or provisions hereof.

[NEXT PAGE IS SIGNATURE PAGE]

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

LAYNE CHRISTENSEN COMPANY,

By: /s/ J. Michael Anderson
Name: J. Michael Anderson
Title: Senior Vice President, Chief Financial Officer and President of Layne Water Midstream

[Signature Page for First Supplemental Indenture – 4.25% Notes]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Connie Jaco
Name: Connie Jaco
Title: Vice President

[Signature Page for First Supplemental Indenture – 4.25% Notes]

Exhibit 4.2

LAYNE CHRISTENSEN COMPANY

AS ISSUER

AND GRANITE CONSTRUCTION INCORPORATED
(SOLELY FOR PURPOSES OF SECTION 2.02 HEREOF)

8.00% SENIOR SECURED SECOND LIEN CONVERTIBLE NOTES

FIRST SUPPLEMENTAL INDENTURE

DATED AS OF JUNE 14, 2018

to

INDENTURE

DATED AS OF MARCH 2, 2015

U.S. BANK NATIONAL ASSOCIATION

AS TRUSTEE AND COLLATERAL AGENT

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE dated as of June 14, 2018 (this "**First Supplemental Indenture**"), among Layne Christensen Company, a Delaware corporation (the "**Company**"), Granite Construction Incorporated, a Delaware corporation ("**Granite**") solely for purposes of Section 2.02 hereof), and U.S. Bank National Association, a federal savings bank, as trustee (the "**Trustee**") and as collateral agent.

W I T N E S S E T H:

WHEREAS, the Company, the Guarantors and the Trustee are parties to an Indenture, dated as of March 2, 2015 (the "**Indenture**"), pursuant to which the Company issued its 8.00% Senior Secured Second Lien Convertible Notes (the "**Notes**");

WHEREAS, the Company, Granite, and Lowercase Merger Sub Incorporated, a Delaware corporation and a wholly owned subsidiary of Granite ("**Merger Sub**"), entered into an Agreement and Plan of Merger, dated as of February 13, 2018 (the "**Merger Agreement**");

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, Merger Sub will merge with and into the Company (the "**Merger**" or "**Merger Event**"), with the Company continuing as the surviving corporation;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger, each share of common stock (other than shares to be cancelled in accordance with Section 3.01(a) of the Merger Agreement), par value $0.01 per share, of the Company (the "**Layne Common Stock**") issued and outstanding immediately prior to the effective time of the Merger, will be converted into the right to receive 0.27 shares of common stock, par value $0.01, of Granite (the "**Granite Common Stock**") and, if applicable, cash in lieu of fractional shares of Granite Common Stock, as specified in the Merger Agreement;

WHEREAS, the Merger is permitted under Section 5.01 of the Indenture as a "**Reorganization Event**" so long as certain conditions have been met;

WHEREAS, pursuant to Section 10.08(a) of the Indenture, following consummation of the Merger, the Conversion Consideration due upon conversion of any Notes, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Layne Common Stock in Article 10 of the Indenture were instead a reference to the same number of Reference Property Units;

WHEREAS, Section 10.08(a) of the Indenture also provides that at or before the effective date of the Merger Event, the Company and Granite (solely for purposes of Section 2.02 hereof) will execute and deliver to the Trustee a supplemental indenture pursuant to Section 9.03 of the Indenture;

WHEREAS, in connection with the execution and delivery of this First Supplemental Indenture, the Trustee has received an Officers' Certificate and an Opinion of Counsel as contemplated by Sections 5.01(d), 9.03, 10.08(b)(ii)(A), 15.03 and 15.04 of the Indenture; and

WHEREAS, the Company and Granite have requested that the Trustee execute and deliver this First Supplemental Indenture and have satisfied all requirements necessary to make this First Supplemental Indenture a valid instrument in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, Granite (solely for purposes of Section 2.02 hereof) and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *Definitions*. A term defined in the Indenture has the same meaning when used in this First Supplemental Indenture unless such term is otherwise defined herein or amended or supplemented pursuant to this First Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision hereof.

"**Reference Property Unit**" means 0.27 shares of Granite Common Stock and, if applicable, cash in lieu of fractional shares of Granite Common Stock, as specified in the Merger Agreement.

ARTICLE 2

AMENDMENT OF INDENTURE

Section 2.01 *Conversion Right*. The Company expressly agrees that, in accordance with Section 10.08(a) of the Indenture, each Holder of Notes immediately prior to the effective time of the Merger, will hereafter be entitled to convert, subject to the provisions of Section 10.03(a) of the Indenture, each $1,000 principal amount of such Notes, in lieu of shares of Layne Common Stock, the number of shares of Granite Common Stock equal to the Conversion Rate in effect at such time; provided that, at and after the effective time of the Merger, any amount otherwise payable in cash for fractional shares of Granite Common Stock upon conversion of the Notes will continue to be payable as described in Section 10.03 of the Indenture.

Section 2.02 *Delivery of Shares of Granite Common Stock Upon Conversion*. Granite shall provide the Company, free of preemptive rights and free from all taxes, liens and charges with respect to the issuance thereof, a sufficient number of fully paid and non-assessable shares of Granite Common Stock as may be necessary to deliver from time to time to holders of the Notes as such Notes are presented for conversion in accordance with Article 10 of the Indenture.

Section 2.03 *Adjustments to Conversion Rate*. For avoidance of doubt, immediately following the Merger, the Conversion Rate will be 23.0769 shares of Granite Common Stock per $1,000 principal amount of Notes, subject thereafter to adjustments as set forth in the Indenture.

Section 2.04 *Adjustments to Additional Shares Table.* For the avoidance of doubt, immediately following the Merger, the following table sets forth hypothetical Make-Whole

Fundamental Change Effective Dates, Stock Prices for Granite Common Stock and the number of Additional Shares of Granite Common Stock by which the Conversion Rate will be increased per $1,000 principal amount of Notes for a Holder that converts a Note in connection with a Make-Whole Fundamental Change having such Make-Whole Fundamental Change Effective Date and Stock Price. The following table amends and restates the table in Section 10.07(d) of the Indenture.

	Stock Price									
Effective Date	$30.96	$38.89	$43.33	$51.85	$60.67	$74.07	$111.11	$148.15	$185.19	$277.78
May 1, 2018	9.2197	6.9330	5.6703	1.8203	1.3241	1.0741	0.7000	0.5074	0.3983	0.2551
May 1, 2019	9.2197	2.6374	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Section 2.05 *Indenture Remains in Full force and Effect*. Except as supplemented by this First Supplemental Indenture, all provisions in the Indenture will remain in full force and effect.

Section 2.06 *Trustee Matters*. The Trustee accepts this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein. The Trustee will be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this First Supplemental Indenture will be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture.

ARTICLE 3

INDENTURE

Section 3.01 *Ratification of Indenture*. The Indenture is in all respects ratified and confirmed, and this First Supplemental Indenture will be deemed part of the Indenture in the manner and to the extent herein and therein provided. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or will be construed to be assumed, by the Trustee by reason of this First Supplemental Indenture. This First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto.

Section 3.02 *The Trustee*. The Trustee will not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

Section 3.03 *Governing Law and Waiver of Jury Trial*. THIS FIRST SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY, GRANITE (SOLELY FOR PURPOSES OF SECTION 2.02 HEREOF), THE TRUSTEE AND THE COLLATERAL AGENT HEREBY 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 THIS FIRST SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04 *Benefits of this First Supplemental Indenture*. Nothing in this First Supplemental Indenture, expressed or implied, will give to any Person, other than the parties hereto, any Paying Agent, Conversion Agent, Registrar, and their successors hereunder, and the Holders any benefit or any legal or equitable right, remedy or claim under this First Supplemental Indenture.

Section 3.05 *Multiple Originals*. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy will be an original, but all of them together represent the same agreement. One signed copy is enough to prove this First Supplemental Indenture. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or PDF transmission will constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.

Section 3.06 *Submission to Jurisdiction*. Each of the Company and Granite (solely for purposes of Section 2.02 hereof): (a) agrees that any suit, action or proceeding against it arising out of or relating to this First Supplemental Indenture, may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (b) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (c) submits to the nonexclusive jurisdiction of such courts in any suit, action or proceeding.

Section 3.07 *Headings*. The headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof, and will not modify or restrict any of the terms or provisions hereof.

[NEXT PAGE IS SIGNATURE PAGE]

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

LAYNE CHRISTENSEN COMPANY,

By: /s/ J. Michael Anderson
Name: J. Michael Anderson
Title: Senior Vice President, Chief Financial Officer and President of Layne Water Midstream

GRANITE CONSTRUCTION INCORPORATED (solely for purposes of Section 2.02 of this Supplemental Indenture)

By: /s/ Jigisha Desai
Name: Jigisha Desai
Title: Vice President, Corporate Finance and Treasurer

[Signature Page for First Supplemental Indenture – 8.00% Notes]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Connie Jaco
Name: Connie Jaco
Title: Vice President

[Signature Page for First Supplemental Indenture – 8.00% Notes]