

To: JACK GRANGER
From: Joe Schillaci

FIRST AMENDMENT TO LEASE

THIS AMENDMENT is made as of this 18th day of November, 2008, by and between Horizon Investments L.L.C. (hereinafter called "Landlord") and Layne Christensen Company (hereinafter called "Tenant").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease, dated May 23, 1995 (the "Lease"), covering certain property located at 1627 Carolina Avenue, Bessemer, AL; and

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Term.** The Lease is amended to provide that the term shall end as of December 31, 2011.
2. **Rent.** Commencing January 1, 2009, the monthly rental shall increase to \$725.00.
3. **Renewal Options.** Tenant shall have and is hereby granted the right to renew the term of this Lease for periods of one (1) year each for an additional two (2) years from the expiration of the term hereof, such right to be exercised by written notice to Landlord at least sixty (60) days prior to the expiration of the then current term hereof. Each such renewal term shall be on and subject to all of the terms and provisions of this Lease.
4. **No Effect on Other Lease Terms.** Except as set forth herein, all other terms and conditions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


LANDLORD:

TENANT:

HORIZON INVESTMENTS, LLC

LAYNE CHRISTENSEN COMPANY

By: 
Joe Schillaci, Managing Partner

By: 
Jerry W. Fanska, Senior Vice President