

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM 8-K/A
(Amendment No. 1)**

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) April 26, 2005
(March 23, 2005)

Matrix Service Company

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-15461

(Commission File Number)

73-1352174

(IRS Employer Identification No.)

10701 E. Ute Street Tulsa, Oklahoma
(Address of Principal Executive Offices)

74116
(Zip Code)

918-838-8822

(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))
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EXPLANATORY NOTE

This Amendment No. 1 on Form 8-K/A amends the Current Report on Form 8-K filed on March 29, 2005, by Matrix Service Company (the "Company"). In accordance with Instruction 2 to Item 5.02 of Form 8-K, the March 29, 2005 report omitted the information called for in Item 5.02(c) with respect to the material terms of Mr. Hall's employment as interim President and Chief Executive Officer beginning March 28, 2005, which was not available at the time the report was filed. In addition, the material terms of Mr. Vetal's separation as Chairman of the Board, President and Chief Executive Officer of the Company effective March 28, 2005 was omitted as the information was not available at the time the report was filed. This Amendment No. 1 on Form 8-K/A is filed solely to add the material terms of Mr. Hall's employment agreement and Mr. Vetal's separation agreement.

Item 1.01 Entry into a Material Definitive Agreement.

Senior Credit Facility Waiver

On March 29, 2005, Matrix Service Company (the "Company") issued a press release announcing that, on March 23, 2005, the Company received a temporary waiver letter from its senior lenders for unmatured defaults resulting from a shortfall in preliminary February 28, 2005 quarter-end financial results. The press release and waiver letter are attached to this Current Report on Form 8-K as Exhibits 10.1 and 99.1, respectively, and are incorporated by reference into this Item 1.01.

Employment Agreement

On April 25, 2005, the Company entered into a letter agreement with Michael J. Hall, who was appointed as the Company's interim President and Chief Executive Officer on March 28, 2005. Mr. Hall's agreement with the Company provides for a salary of \$250,000 for six months (\$500,000 on an annualized basis) and incentive compensation for achieving specific, predefined objectives established by the Board of Directors. The incentive compensation includes \$125,000 for successfully refinancing the Company's senior credit facility and for providing the Company with sufficient capital to fund ongoing operations and growth, and \$125,000 for successfully recruiting and hiring a new President and Chief Executive Officer. In addition, Mr. Hall was granted options to purchase 100,000 shares of the Company's Common Stock at an exercise price of \$4.08 per share. The options vest at the earlier of one year or at the time the two objectives referenced previously are achieved. The exercise period for the options expires two years following the completion of Mr. Hall's employment with the Company. Mr. Hall's retainer and fees for service on the Board of Directors was discontinued effective April 1, 2005. The foregoing summary description of the letter agreement is not intended to be complete and is qualified in its entirety by the complete text of the letter agreement. The letter agreement is attached to this Current Report on Form 8-K/A as Exhibit 10.2 and is incorporated by reference into this Item 1.01.

Item 1.02 Termination of a Material Definitive Agreement.

On April 20, 2005, the Company entered into a Separation Agreement with Bradley S. Vetal, who resigned from his positions as Chairman of the Board, President and Chief Executive Officer of the Company effective March 28, 2005. Under the terms of the Separation Agreement and an Employment Agreement previously entered into in January 2000, Mr. Vetal will be paid \$502,639 (an amount equal to one year of regular compensation, including salary and bonus). One-half of the amount due, less applicable withholding taxes, was paid on April 20, 2005. The remainder is payable in six equal monthly installments commencing in May 2005. The foregoing summary of the Separation Agreement is not intended to be complete and is qualified in its entirety by the complete text of the Separation Agreement. The Separation Agreement is attached to this Current Report on Form 8-K/A as Exhibit 10.3 and is incorporated by reference into this Item 1.02.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

(b) On March 28, 2005, Bradley S. Vetal resigned from his positions as Chairman of the Board, President and Chief Executive Officer of the Company, effective immediately. Mr. Ed Hendrix, a director of the Company since 2000, was elected Chairman of the Board of Directors to replace Mr. Vetal.

The material terms of Mr. Vetal's separation agreement are discussed in Item 1.02 above.

(c) On March 28, 2005, the Company's Board of Directors appointed Michael J. Hall, currently a member of the Board of Directors and formerly the Company's Chief Financial Officer, as the Company's interim Chief Executive Officer. Mr. Hall, age 60, served as Vice President Finance and Chief Financial Officer of the Company from November 1998 until his retirement in May 2004. Mr. Hall has also served as a Director of the Company since October 1998. Prior to working for Matrix, Mr. Hall was Vice President and Chief Financial Officer for Pexco Holdings, Inc. from 1994 to 1997 and Vice President Finance and Chief Financial Officer for Worldwide Sports & Recreation, Inc., an affiliate of Pexco Holding, from 1996 to 1997. From 1984 to 1994, Mr. Hall worked for T.D. Williamson, Inc., as Senior Vice President, Chief Financial and Administrative Officer and Director of Operations, Europe, Africa and Middle East Region. Mr. Hall graduated Summa Cum Laude from Boston College with a degree in Accounting and earned his MBA with honors from Stanford Graduate School of Business. Mr. Hall is a Member of the Board of Trustees for American Performance Mutual Funds, a Member of the Board of Alliance Resource Partners, L. P. and a member of the Advisory Board of UMB Bank Oklahoma.

The material terms of Mr. Hall's employment agreement are discussed in Item 1.01 above.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Senior Credit Facility Waiver Letter dated March 23, 2005.
10.2	Employment Agreement, dated April 25, 2005, between the Company and Michael J. Hall, Interim President and Chief Executive Officer.
10.3	Separation Agreement, dated April 20, 2005, between the Company and Bradley S. Vetal, former Chairman of the Board, President and Chief Executive Officer of the Company.
99.1*	Press Release, dated March 29, 2005, regarding management changes and waiver for unmatured defaults on senior credit facility.

* Previously filed with this Current Report on Form 8-K.

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.

Matrix Service Company

Dated: April 26, 2005

By: /s/ George L. Austin

George L. Austin
Chief Financial Officer and
Principal Accounting Officer

EXHIBIT INDEX

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99.1*	Press Release, dated March 29, 2005, regarding management changes and waiver for unmatured defaults on senior credit facility.

* Previously filed with this Current Report on Form 8-K.

April 25, 2005

Personal and Confidential

Michael J. Hall
7438 East 68th Place
Tulsa, OK 74133

Dear Mike:

On behalf of the Matrix Service Company Board of Directors, I am writing this letter to confirm your compensation package as Interim President/Chief Executive Officer for Matrix Service Company.

As Interim President/Chief Executive Officer, you will report directly to Ed Hendrix, Chairman of the Board. Your effective date of assuming this role was March 28, 2005. The compensation package we are offering includes the following basic elements:

1. Base Salary – \$250,000 for six months (\$500,000 on an annualized basis), to be paid according to our normal payroll procedures.
2. Incentive Compensation – Special incentive compensation for achieving specific, predefined objectives that can be accomplished in the near term.
 - \$125,000 for successfully replacing the existing bank group and the senior debt facility and for providing the company with sufficient capital to fund ongoing operations and growth.
 - \$125,000 for successfully recruiting and hiring the new President/CEO. In the event you remain in the CEO position for a period of two years or more, this incentive payment will be made to you.

For the purpose of public reporting, these objectives will be referred to as “achieving specific, predefined objectives established by the Board.”

3. Stock Options – Options on 100,000 shares of company stock under one of the company’s current stock option plans.
 - The Compensation Committee specified that vesting in this option will be at the earlier of one year or at the time the two objectives referenced above for incentive compensation purposes are achieved.
 - The Committee also specified that the exercise period for the option be two years following your termination from the company.
 - In the event of a change of control, stock options will vest immediately.

4. Other
 - The waiting period for group insurance coverage will be waived.
 - Upon accepting this role, your retainer and fees as a member of the Board of Directors will be discontinued effective April 1, 2005.
5. Company Benefits – While you are serving as an employee of the organization, you will be eligible to participate in the company’s benefits programs, which are outlined below:
 - Group Health Insurance – We offer employees a choice of HMO, PPO-High, PPO-Low, and PPO-Premiere. Each PPO plan provides similar benefits, but the premiums, plan provisions and deductible amounts are different. Prescription coverage is included with medical premiums.
 - Group Dental Insurance – Provided through Delta Dental.
 - Vision Coverage – Voluntary, employee-paid benefit provided through VSP.
 - Group Life Insurance and Accidental Death & Dismemberment Insurance – Paid by the company. Provides coverage up to one times your annual base salary and \$5,000 each for dependents enrolled in the medical plan. Optional Life Insurance, Spousal Optional life and Dependent Optional Life Insurance is also available for purchase.
 - Voluntary Short-Term Disability Insurance – paid by the employee. Provides supplemental compensation in the event of disability of 60% of pay to a maximum of \$650/week for 12 weeks.
 - Long-Term Disability Insurance – paid by the company. Provides supplemental compensation in the event of long-term disability of 60% of pay to a maximum of \$5,000/month. Coverage begins after 12 weeks of disability.
 - 401(k) Plan – 50% match up to 6% of employee’s annual earnings. Employees are eligible to participate after three months of continuous service on Plan entry dates – January 1, April 1, July 1 and October 1. Employees may contribute up to 25% of pay up to the annual IRS maximum.
 - 10 paid holidays per year.

- Paid Time Off (PTO) – PTO is the combination of traditional vacation and sick leave into one account to be used for all absence (personal, sick, vacation). Employees begin accruing PTO upon hire. PTO accrues on a monthly basis at the rate of 13.34 hours/month. You will receive four weeks (20 days) of PTO annually, based on the company's Fiscal Year (June 1,-May 31).
- Flexible Spending Accounts – We offer a Health Care Expense Account and a Dependent Care Account, which allow employees to set aside pre-tax dollars to reimburse themselves for certain health care and dependent care expenses, and reduce their taxable income. Under the Health Care Account the maximum an employee can set aside is \$2,400 per year and under the Dependent Care Account the annual maximum is \$5,000.

Please note that the offer contained in this letter will be effective for seven days. This letter, in conjunction with human resources policies of Matrix Service Company, contains the complete understanding regarding your employment and supersedes any and all other agreements, whether oral or written. No amendment, modification, waiver or addition to it will be valid and binding unless it is in writing and signed by both you and myself.

At your earliest convenience, please sign and return one copy of this letter to confirm that you accept our employment offer and that you are not bound by any agreements, contracts or commitments which would, in any way, limit your performance and contributions in the position we are offering. In addition, your signing this letter will indicate that you understand that our offer does not in any way represent an employment contract or any other commitment to a specific term of employment with the company.

Yours very truly,

/s/ Nancy E. Downs

Nancy E. Downs
Director, Human Resources

CONFIRMED AND AGREED TO THIS 25th DAY OF April 2005

/s/ Michael J. Hall

Michael J. Hall

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is entered into by and between Bradley S. Vetal (“Vetal” or “Employee”) and **Matrix Service Company** and all of its subsidiaries (“Company”).

WHEREAS, effective January 3, 2000, Company and Employee entered into an agreement that prospectively dictated the terms under which Employee would be severed;

WHEREAS, Company has elected to terminate Employee’s employment for reasons other than “cause”;

WHEREAS, the January 3, 2000 agreement requires Company to pay Employee one year of severance pay and both parties to execute a “noninterference and confidentiality agreement” prior to payment of severance; and

WHEREAS, this Agreement is, in part, created and executed in conformity with, and in order to, effectuate the terms of the January 3, 2000 agreement.

NOW, THEREFORE, for and in consideration for the above stated premises, and the mutual promises and agreements set forth herein, Employee and Company agree as follows:

1. Separation. Employee’s employment with Company is separated effective March 28, 2005.

2. Current Salary and Benefits. Employee will be paid his final paychecks for wages earned through his separation date in accordance with Company’s regular payroll schedule and subject to legally required taxes, deductions and withholding. Employee will also be paid unused vacation balance in accordance with Company’s vacation policy, less legally required taxes, deductions and withholding. Company shall credit Employee’s Retirement Plan for service up to the termination of employment. Employee shall continue to be eligible to receive Company’s health insurance and dental plan benefits under the terms and conditions of said plans up to the date of separation. Thereafter, Employee will be entitled to continuation coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”). All other insurance shall cease effective as of the date of separation. Other benefits will be dealt with according to Company’s established policies and procedures.

Employee acknowledges and agrees that upon his receipt of payment for wages and other compensation as set out in this paragraph, Company does not owe him any unpaid wages or additional compensation, bonus, benefits, or payments of any nature whatsoever except as agreed to by the parties and set out in paragraph 3 of this Agreement.

3. Separation Benefits. If Employee signs this Agreement within twenty-one days and does not revoke it during the allowable revocation period, Employee will be paid \$502,639 (an amount equal to one year of regular compensation, including salary and bonus), less legally required taxes, deductions and withholding. This amount will be paid as follows: An initial installment of \$251,319.50, less legally required taxes, deductions and withholding, on the later of (1) the date Employee signs and delivers this Agreement to Company or (2) April 20, 2005, provided Employee has signed and delivered the Agreement to Company. The remaining \$251,319.50 will be paid in six (6) equal monthly installments of \$41,886.58, less legally required taxes, deductions and withholding, with the first installment being due on May 20, 2005 until the sixth and final installment is paid on October 20, 2005. Payments received within twenty-four (24) hours of the due date are considered timely. Upon the failure of the Company to make any payment due hereunder to or for

the benefit of the Employee, when due, for any reason whatsoever, all unpaid amounts shall become immediately due and payable by the Company. Upon death of the Employee prior to October 20, 2005, all unpaid installments due from the Company to the Employee, shall be paid to the Employee's estate when due.

Company will pay the first twelve (12) monthly premiums for Employee's (and beneficiary or beneficiaries, if applicable) continued health insurance coverage under COBRA. The balance of the monthly premiums for COBRA shall be paid by Employee.

Employee acknowledges and agrees that by signing this Agreement, which includes mutual releases, and accepting COBRA benefits, he is receiving benefits to which he would not otherwise be entitled.

4. Mutual Release and Waiver and Covenant Not to Sue. By signing this Agreement, Employee and Company agree to the following:

a. Release and Waiver of Rights. Except as set forth herein, Employee irrevocably and unconditionally releases Company and any subsidiary and affiliated companies, and each of their officers, directors, shareholders, through or agents, employees, representatives, affiliates, related companies or entities, successors and assigns, jointly and individually, and all persons acting by, with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, including but not limited to any claim relating to Employee's employment with Company or to his separation from Company employment, which Employee now has, or which he had at any time prior to the execution of this Agreement, against each, all, or any of the Releasees. The claims waived and discharged include, but are not limited to those arising under the following:

- Title VII of the Civil Rights Act of 1964
- Executive Order 11246
- Equal Pay Act
- Vietnam Era Veteran Readjustment Assistance Act
- Civil Rights Act of 1991
- 42 U.S.C. § 1981 (the 1866 Civil Rights Act)
- Americans with Disabilities Act
- Employee Retirement Income Security Act (subject to the limitation set forth below)
- Family and Medical Leave Act
- Fair Labor Standards Act
- Whistleblower claims
- Worker's Compensation Claims
- All laws, including the common laws, of the State of Oklahoma regarding employment-related claims
- Disputed wages, including claims for any back wages or overtime
- Wrongful discharge and/or breach of contract claims
- Claims under the U. S. and Oklahoma Constitutions, and
- Tort claims, including invasion of privacy, defamation, fraud, and infliction of emotional distress.

Employee does not waive any rights or claims in connection with the Employee's rights as a beneficiary of the Company's 401(k) Plan or other ERISA plans. In addition, Employee does not waive any indemnification or related rights he may have pursuant to Matrix's Restated Certificate of Incorporation and any applicable D&O policy of insurance.

b. Employee Covenant Not to Sue. Employee agrees that he will not bring any legal action against the Releasees for any claim that occurred prior to his signing this Agreement; however, this provision does not prohibit Employee from filing a claim or lawsuit for the purpose of enforcing his rights under (i) the Company's 401(k) Plan or any other ERISA plan, (ii) any right of indemnification that the Employee may have, (iii), any right that Employee may have under this Agreement, or (iv) any rights that may arise subsequent to his signing this Agreement.

c. Company Release and Waiver of Rights. Company irrevocably and unconditionally releases Employee from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) relating to actions taken by Employee within the course and scope of his employment with Company, whether known or unknown and which Company now has, or which it had at any time prior to the execution of this Agreement.

d. Company Covenant Not to Sue. Company agrees that it will not bring any legal action against Employee for any claim released above that occurred prior to his signing this Agreement; however, this provision does not prohibit Company from filing a lawsuit for the sole purpose of enforcing its rights under this Agreement, or from enforcing rights that may arise subsequent to its signing this Agreement.

5. Release and Waiver and Covenant Not to Sue Under the ADEA. By signing this Agreement, Employee agrees to the following:

a. Release and Waiver of Rights. Except as otherwise set forth herein, Employee irrevocably and unconditionally releases Company and the other Releasees, or any of them, from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) from any and all age discrimination, harassment and/or retaliation claims under the ADEA.

Employee does not waive any rights or claims in connection with Employee's rights as a beneficiary of the Company's 401(k) Plan or other ERISA plans. In addition, Employee does not waive any indemnification or related rights he may have pursuant to Matrix's Restated Certificate of Incorporation and any applicable D&O policy of insurance.

b. Covenant Not to Sue. Employee agrees that he will not bring any legal action against the Releasees for any claim under the ADEA that existed prior to the time he signed this Agreement; however, this provision does not prohibit Employee from filing a claim or lawsuit for the purpose of enforcing his rights under (i) the Company's 401(k) Plan or any other ERISA plan, (ii) any right of indemnification that the Employee may have, (iii) any right that the Employee may have under this Agreement, (iv) any rights that may arise subsequent to his signing this Agreement, or (v) any rights provided to the Employee under the ADEA that may not be legally waived.

6. No Existing Complaints or Lawsuits. Employee promises that he has not filed a complaint, charge, claim or lawsuit against Company or any of the other Releasees with any governmental agency or any court. This Agreement is not and shall not be interpreted as an admission by Company or any of the other Releasees that it or they acted improperly in any way with respect to Employee.

Company promises that it has not filed a complaint, charge, claim or lawsuit against Employee with any governmental agency or any court. This Agreement is not and shall not be interpreted as an admission by Employee that he acted improperly in any way with respect to Company.

7. Confidentiality & Nondisparagement.

a. Definitions. As used herein "Trade Secrets" are information of special value, not generally known to the public, that Company has taken steps to maintain as secret from persons other than those selected by Company. "Confidential Information" is information acquired by Employee in the course and scope of Employee's activities for Company that is designated or marked by Company as "confidential" or that Company indicates through policies, procedures, or other instructions should not be disclosed to anyone outside Company except through controlled means. The controlled disclosure of Confidential Information to Company affiliates, associates, partners, customers or vendors for legitimate business purposes and the availability of the Confidential Information to others outside Company through independent investigation and effort will not remove it from protected status as Confidential Information under this Agreement if Employee was first entrusted with the Confidential Information while employed with Company. Without limitation, some examples of protected Confidential Information and Trade Secrets under this Agreement are detailed sales, cost, and profit figures; new product or marketing plans; research and development ideas or information; manufacturing processes; information about potential acquisitions, divestitures and investments; computer software; e-mail; website and other access passwords; pending bids and customer/potential (as of separation date) customer negotiation details; and any privileged customer, potential (as of separation date) customer or supplier information. A protected item may be both a Trade Secret and Confidential Information, but need not be both to be protected under this Agreement.

b. Employee Covenants. Employee agrees not to disclose any of Company's Trade Secrets or Confidential Information, directly or indirectly, to any unauthorized person, and not to use them in any way, at any time, except as directed or requested by Company.

Employee acknowledges that he remains bound to the terms of Company's existing confidentiality policies and code of conduct and that this Agreement is not intended as a waiver or limitation of Employee's existing and ongoing obligations under those policies.

Employee acknowledges that, by virtue of his position as CEO, he has been closely involved in recent and ongoing negotiations with prospective clients, and, as a result, he has acquired knowledge and information regarding these negotiations that amounts to Trade Secrets and Confidential Information. Employee acknowledges that, for one (1) year following Employee's separation date, any attempt by Employee to solicit business from such prospective clients would necessarily require inevitable use and/or disclosure of Company's Trade Secrets and Confidential Information.

Employee promises to keep this Agreement confidential and promises not to disclose its existence or terms in any form or fashion without the prior written consent of an officer of Company, unless disclosure is legally required. Company agrees, however, that Employee may inform his spouse and immediate family and also his attorney, accountant and CPA of the existence and terms of this Agreement as required for legal and/or financial planning or advice. Employee also agrees he will not publicly disparage Company or other Releasees in any manner. Employee also agrees that he will instruct his representatives, agents, employees, servants, friends, spouse, and family to abide by the provisions of this paragraph.

The foregoing notwithstanding, to the extent the Company fails to make all of the payments due to or for the benefit of Employee pursuant to the provisions of Paragraph 3 above, or pursuant to the other terms of this Agreement, for any reason whatsoever, Employee shall have the option, to be exercised in his sole discretion, to revoke his covenants set forth above, by delivering written notice of his revocation to the Company, and by so doing, may retain all payments theretofore made to him by the Company, and may pursue any course of action that he may choose to pursue without the burden of such covenants.

c. Employer Covenants – Company agrees that it will not disparage the Employee or his work for the Company and that it will instruct its representatives, agents, employees and the Releasees defined above to abide by same. However, nothing herein shall prevent Company and its agents, employees and representatives from making factually based statements about Employees performance or affiliation with Company for the purposes of required disclosures.

8. Non-Interference.

a. Restriction on Interfering with Employees of Company. Employee agrees that for a period of one year following his separation date, Employee will not, either directly or indirectly, hire, call on, solicit, or take away, or attempt to call on, solicit or take away any of the employees or officers of Company or encourage any employees or officers of Company to terminate their relationship with Company (herein referred to as Employee's "Non-Solicitation" covenant).

b. Restriction on Interfering with Existing Contracts and Customers of Company. As used herein an "Established Customer" is a person or entity that has done business with Company within the last twenty-four (24) months of Employee's employment with Company. Employee agrees that for a period of one year following his separation date, Employee will not: (a) encourage any Established Customer to stop or reduce doing business with Company; (b) work for, consult with, service, call on, or solicit an Established Customer in any way that would interfere with or reduce the business or existing business opportunities of Company with such Established Customer; or (c) directly solicit the sale of goods, services or a combination of goods and services from Established Customers.

c. Revocation of Non-Interference Covenant. The foregoing notwithstanding, to the extent the Company fails to make all of the payments due to or for the benefit of Employee pursuant to the provisions of Paragraph 3 above, or pursuant to the other terms of this Agreement, for any reason whatsoever, Employee shall have the option, to be exercised in his sole discretion, to revoke his Non-Interference covenants set forth in paragraph 8.b above, but not including his Non-Solicitation covenant set forth in paragraph 8.a above, by delivering written notice of his revocation to the Company, and by so doing, may retain all payments theretofore made to him by the Company, and may pursue any course of action that he may choose to pursue without the burden of such covenants.

9. Cooperation by Employee. For a period of one (1) year following his separation date, Employee agrees to cooperate with and make himself available to Company, as Company may reasonably request, to assist it in any matter, including litigation or potential litigation, over which Employee may have knowledge, information or expertise. The parties agree that such efforts by Employee shall not require more than twenty (20) hours per month. The parties also agree that Company shall reimburse Employee for any reasonable out-of pocket expenses he incurs in connection with such efforts.

10. Return of Company Property. The parties hereto acknowledge that Employee has returned to Company all documents, files, computers, computer files, diskettes, records, notebooks,

data, equipment, credit cards, keys, and all other property belonging to Company or any of the other Releasees as well as any copies thereof, that Employee removed from Company premises or that was otherwise in Employee's possession or control. Employee represents and warrants that he has not kept any copies, electronic or otherwise, of any of Company's property.

11. Consultation With Attorney. Employee acknowledges that Company advises him to consult with an attorney for advice regarding the effect of this Agreement prior to signing it. Employee agrees that he fully understands his right to discuss this Agreement with an attorney of his choice (at his expense) and that he has had adequate opportunity to do so.

12. Employee's Understanding of Agreement. Employee promises that he has carefully read and fully understands all the provisions of this Agreement, and that he is signing it voluntarily because he wants to take advantage of Company's offer as contained in this Agreement. Employee understands that this agreement is created and executed in conformity with and, in order to, effectuate the terms of the January 3, 2000 agreement.

13. Severability. The provisions of this Agreement are severable, that is, they may be considered separately. If any paragraph is found by a court to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

14. Choice of Law and Venue. This Agreement and the rights and obligations hereunder will be governed by, and construed and interpreted in all respects in accordance with, the laws of the State of Oklahoma. The agreed venue and jurisdiction for any claims or disputes under this agreement is Tulsa, Oklahoma. The parties stipulate that Tulsa County, Oklahoma has the most significant relationship to the parties, this transaction and claims arising from it.

15. Waiver of Breach. The waiver of a breach of any provision of this Agreement by either the Company or the Employee will not operate or be construed as a waiver of any subsequent breach by said party.

16. Breach. The parties hereto agree that the provisions contained in this Agreement are fair and reasonable. If an action at law or in equity by either of the parties is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover from the other party, said party's reasonable costs and attorneys' fees in addition to any other relief to which the party may be entitled.

17. Entire Agreement. Subject to Section 7, above, this Agreement sets forth the entire Agreement between Employee and Company and takes the place of any and all prior agreements or understandings between Employee and Company.

18. No Reliance. Employee acknowledges in executing this Agreement that he is not relying and has not relied on any promise or statement (except those contained in this Agreement) made by any of the Releasees or by the Releasees' attorney with regard to the subject matter or effect of this Agreement or otherwise.

19. Binding Agreement. This Agreement is binding on the parties and on their heirs, administrators, representatives, executors, successors and assigns.

20. NOTICE TO EMPLOYEE. Employee should thoroughly review and understand this Agreement before signing it. THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LEGAL RIGHTS AND CLAIMS. Employee has twenty-one days to consider this Agreement before signing it. If Employee agrees to the terms and wants to enter into this Agreement, he must sign it and deliver it to Nancy Downs, 10701 East Ute Street, Tulsa, Oklahoma 74116, on or before the 21st day after it was given to him. For a period of seven days after Employee signs this

Agreement, he may revoke it by delivering a written notice of revocation to Nancy Downs. This Agreement will not become effective or enforceable until this seven-day revocation period has passed.

Date: April 20, 2005

Employee

/s/ Bradley S. Vetal

Bradley S. Vetal

Matrix Service Company

Date: April 23, 2005

By: /s/ Michael J. Hall

Michael J. Hall, CEO