UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark One)

☒ **Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the fiscal year ended June 30, 2026

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from to

Commission File No. 001-15461

MATRIX SERVICE COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**73-1352174**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
15333 JFK Blvd., Ste. 400 **Houston, Texas**	**77032**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code: (281) 458-8781

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	MTRX	NASDAQ Global Select Market

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates computed by reference to the price at which the common stock was last sold as of the last business day of the registrant's most recently completed second quarter was approximately $314.3 million.

The number of shares of the registrant's common stock outstanding as of September 2, 2026 was 28,291,921 shares.

Documents Incorporated by Reference

Certain sections of the registrant's definitive proxy statement relating to the registrant's 2026 annual meeting of stockholders, which definitive proxy statement will be filed within 120 days of the end of the registrant's fiscal year, are incorporated by reference into Part III of this Form 10-K.

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical facts, included in this Annual Report which address activities, events or developments, which we expect, believe or anticipate will or may occur in the future are forward-looking statements. The words "believes," "intends," "expects," "anticipates," "projects," "estimates," "predicts" and similar expressions are also intended to identify forward-looking statements. Although we believe that our expectations regarding future events are based on reasonable assumptions, we can give no assurance that such expectations or assumptions will be achieved.

These forward-looking statements include, among others, such things as:

- amounts and nature of future project awards (including our expectations of growth from such awards), revenue and margins from each of our segments;
- our ability to generate sufficient cash from operations, access our credit facility, obtain letters of credit, or raise cash in order to meet our short and long-term capital requirements;
- our ability to comply with the covenants in our credit agreement;
- the impact to our business from economic, market or business conditions in general and in the natural gas, power, oil, petrochemical, agricultural and mining industries in particular;
- the impact of inflation on our operating expenses and our business operations;
- the likely impact of new or existing regulations or market forces on the demand for our services;
- the impact to our business from disruptions to supply chains, inflation and availability of materials and labor;
- our expectations with respect to the likelihood of a future impairment; and
- expansion and other trends of the industries we serve.

These statements are based on certain assumptions and analyses we made in light of our experience and our historical trends, current conditions and expected future developments as well as other factors we believe are appropriate. However, whether actual results and developments will conform to our expectations and predictions is subject to a number of risks and uncertainties which could cause actual results to differ materially from our expectations, including:

- the risk factors discussed in Item 1A of this Annual Report and listed from time to time in our filings with the Securities and Exchange Commission ("SEC");
- economic, market or business conditions in general and in the natural gas, power, oil, petrochemical, agricultural and mining industries in particular;
- the transition to renewable energy sources and its impact on our current customer base;
- the under- or over-utilization of our work force;
- unexpected adjustments to our remaining performance obligations or backlog;
- delays in the commencement or progression of major projects, whether due to permitting issues or other factors;
- reduced creditworthiness of our customer base and the higher risk of non-payment of receivables;
- the inherently uncertain outcome of current and future litigation;
- the adequacy of our reserves for claims and contingencies; and
- changes in laws or regulations, including the imposition, cancellation or delay of tariffs on imported goods.

Consequently, all of the forward-looking statements made in this Annual Report are qualified by these cautionary statements and there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences or effects on our business operations. We assume no obligation to update, except as required by law, any such forward-looking statements, whether as a result of new information, future events or otherwise.

PART I

Item 1. Business

BUSINESS

We began operations in 1984 as an Oklahoma corporation under the name of Matrix Service. In 1989, we incorporated in the State of Delaware under the name of Matrix Service Company, and in 1990 we began trading on the NASDAQ exchange. We provide engineering, fabrication, construction, and maintenance services to support critical energy infrastructure and industrial markets. We maintain regional offices throughout the United States, Canada and other international locations, and operate through separate union and non-union subsidiaries.

Our principal executive offices are located at 15333 JFK Blvd., Ste. 400, Houston, TX, 77032. Unless the context otherwise requires, all references herein to “Matrix Service Company”, “Matrix”, the “Company” or to “we”, “our”, and “us” are to Matrix Service Company and its subsidiaries.

Our purpose is to create long-term value for our employees, business partners, shareholders and communities. We are committed to fulfilling our purpose by striving to be a profitable, innovative, and growth-oriented company of choice for engineering, constructing, and maintaining essential energy and industrial infrastructure that delivers its services safely, with high quality, and on time, resulting in strong customer relationships.

Through our zero-incident safety culture, commitment to execution excellence and highly skilled workforce, we share one goal: to deliver the best to our customers, shareholders, employees and people across the globe who rely on the infrastructure we help design, build and maintain.

REPORTABLE SEGMENTS

We operate our business through three reportable segments:

- **Storage and Terminal Solutions:** delivers integrated engineering, procurement and construction ("EPC") services, along with repair, maintenance and fabrication services for bulk liquid, cryogenic, and refrigerated storage and terminal facilities supporting both traditional and emerging energy markets, including LNG, NGLs, petroleum products, chemicals, hydrogen, and ammonia. We also manufacture and sell specialty, precision-engineered tank products, including geodesic domes, aluminum internal floating roofs, floating suction and skimmer systems, roof drain systems and floating roof seals.

- **Utility and Power Infrastructure**: delivers comprehensive construction, maintenance, upgrades and fabrication services for power generation facilities and power infrastructure systems for a variety of customers, including public and private utilities, energy producers and data center customers. We also deliver integrated EPC, fabrication, and upgrade services for LNG peak shaving facilities.

- **Process and Industrial Facilities**: delivers engineering, construction, maintenance, and repair services across diverse heavy industrial and energy transition markets, including midstream and downstream energy, chemicals, mining and minerals, renewable fuels, and hydrogen. We also engineer and construct highly specialized infrastructure, notably thermal vacuum test chambers for the aerospace and defense sectors.

STRATEGIC PRIORITIES

Our strategy is centered on creating long-term shareholder value through three strategic priorities: Win, Execute, and Deliver.

Win

Our WIN strategy focuses on growing and diversifying our revenue base by securing projects across legacy, new, and re-emerging North American markets. We are capitalizing on strong demand in our traditional LNG and NGL infrastructure markets while actively expanding into high-growth sectors, particularly power generation for data centers and the mining of critical minerals essential to technology and defense. To provide our clients greater flexibility across diverse project delivery models, we are also accelerating growth in our construction-only services business.

Beyond our specific market focus, we are broadening our geographic reach and elevating our strategic account management to deepen existing relationships and drive new customer acquisition. Collectively, these targeted initiatives, paired with our improved speed-to-market and lower cost structure, will strengthen our backlog, expand our market share, and drive sustainable, profitable organic growth.

Execute

Execution is where our reputation is earned, relying on our absolute commitment to delivering high-quality projects safely, on time, and on budget. Through recent organizational streamlining, our operations teams are now entirely dedicated to the bidding and execution of work, backed by an enterprise-wide culture of accountability where every leader and division is focused on measurable performance.

To drive consistent operational excellence, we are implementing targeted, full-lifecycle improvement initiatives across the organization. By refining our project proposal and contracting discipline, improving engineering and construction processes, and reinforcing our safety, change, and quality management systems, we are structurally improving project outcomes and delivering greater value to our clients and shareholders.

Deliver

We are committed to translating profitable growth and operational performance into sustainable value creation for our shareholders and other stakeholders. Through disciplined capital allocation, operational efficiency, strategic investment in our people and systems, and a balanced approach to both organic and acquisition-related growth opportunities, we seek to generate consistent financial performance and long-term shareholder value.

Our strategic framework aligns the organization around common objectives, supports disciplined execution, and promotes accountability across the enterprise. Supported by a strong balance sheet, liquidity, and a focus on operational excellence, we believe we are well positioned to execute our strategy and pursue long-term growth opportunities.

We believe Matrix is well-positioned to benefit from continued investment in energy, power, industrial, and infrastructure markets, supported by our experienced workforce, established customer relationships, strong balance sheet, and a commitment to safe and reliable project delivery.

COMPETITIVE STRENGTHS

Our competitive strengths include our strong safety culture, deep expertise in complex storage infrastructure, full-service capabilities, long-term client relationships, high return of repeat customers, people/highly skilled workforce, commitment to execution excellence, and strong risk management practices.

OTHER BUSINESS MATTERS

Customers and Marketing

We provided services to approximately 232 customers in fiscal 2026. Most of our revenue comes from long-term customer relationships. One customer accounted for $176.4 million or 20.1% of our consolidated revenue in fiscal 2026, which was primarily included in the Storage and Terminal Solutions segment. Another customer accounted for $153.1 million or 17.5% of our consolidated revenue in fiscal 2026, which was primarily included in the Utility and Power Infrastructure segment. Another customer accounted for $88.1 million or 10.0% of our consolidated revenue in fiscal 2026, which was primarily included in the Storage and Terminal Solutions segment. Because these significant customers generally contract with us for specific projects or for specific periods of time, we may lose these customers from year to year as the projects or maintenance contracts are completed. See Part II, Item 8. Financial Statements and Supplementary Data, Note 13 - Segment Information, for more information about concentration of revenue by segment.

We market our services and products primarily through our marketing and business development personnel, senior professional staff and our operating management. We competitively bid most of our projects; however, we have a number of preferred provider relationships with customers who award us work through long-term agreements. Our projects have durations ranging from a few days to multiple years.

Types of Contracts

We perform work for our customers under contracts with various compensation formats that include fixed-price, time-and-material, cost-plus, or some combination thereof. Fixed-price contracts cover a defined scope of services for a fixed amount. Time-and-material contracts generally allow services to be provided for agreed-upon hourly rates for labor and reimbursement of the costs of certain materials and equipment, plus fees. Cost-plus contracts provide for reimbursement of the actual costs to perform work plus fees. Fixed-price contracts typically present opportunities for higher margins, but carry a greater risk in terms of profitability because cost overruns may not be recoverable. Time-and-material and cost-plus contracts generally have lower margins, but carry a lower risk of cost overruns. Time-and-material and cost-plus contracts may also include not-to-exceed provisions that impose risk on cost recovery and profitability, or target price and other performance provisions that provide opportunity and risk on profitability.

A significant amount of our work is performed under contracts for specific projects on a fixed-price basis. While we act as the prime contractor of full engineering, procurement, and construction ("EPC") scopes on many of our projects, we also execute a variety of contract scopes under various project delivery methods implemented by our customers, including but not limited to front-end engineering and design contracts, standalone engineering contracts, standalone fabrication contracts, standalone construction contracts, or some combination thereof, as well as acting as a subcontractor to prime contractors for various scopes.

The Company also performs work under Master Service Agreements (“MSAs”), which allow us to provide more routine services to our customers on an as-needed basis, including but not limited to maintenance and repair services, typically priced using a time-and-material or cost-plus basis.

Insurance

We maintain a comprehensive schedule of primary and excess insurance policies covering a broad range of exposures arising from our construction and general business operations. All of our policies have been procured with limits and deductibles or self-insured retention amounts up to certain limits applied on an occurrence or claims made basis.

Typically our contracts require us to indemnify our customers for injury, damage or loss arising from the performance of our services and provide warranties for materials. We may also be required to name the customer as an additional insured up to the limits of insurance available, to purchase special insurance policies for specific projects. We generally require our subcontractors to indemnify us and our customers and name us as an additional insured for activities arising out of the subcontractors’ work. There can be no assurance that our insurance and the additional insurance coverage provided by our subcontractors will fully protect us against a valid claim or loss under the contracts with our customers and subcontractors.

Bonding

In connection with our business, we may be required to provide various types of surety bonds guaranteeing our performance under certain contracts. Our ability to obtain surety bonds depends upon the surety company’s current underwriting standards. Customers may also request us to provide letters of credit in lieu of bonds to satisfy performance and financial guarantees on some projects. We also require certain subcontractors to provide additional security, including surety bonds in favor of us, to secure the subcontractors' work.

Competition

We compete with local, regional, national and international contractors and service providers. Competitors vary with the markets we serve. Few competitors compete in all of the markets we serve or provide all of the services we provide. Contracts are generally awarded based on price, quality, safety performance, schedule, experience and customer satisfaction.

Seasonality and Other Factors

Our operating results can exhibit seasonal fluctuations for a variety of reasons. In our Process and Industrial Facilities segment, turnarounds and planned outages at customer facilities are typically scheduled in the spring and the fall when the demand for energy is lower. Therefore, revenue volume for turnaround and maintenance work can be higher during the spring and fall than other periods throughout the year. Within the Utility and Power Infrastructure segment, power delivery work is generally scheduled by the public utilities when the demand for electricity is at its lowest. Therefore, revenue volume for power delivery work is typically lower in the summer months than in other periods throughout the year.

Our business can also be affected, both positively and negatively, by seasonal factors such as energy demand or weather conditions including hurricanes, snowstorms, and abnormally low or high temperatures. Some of these seasonal factors may cause some of our offices and projects to close or reduce activities temporarily. In addition to the above noted factors, the general timing of project starts and completions could exhibit significant fluctuations.

Other factors impacting operating results in all segments come from decreased work volume during holidays, work site permitting delays or customers accelerating or postponing work. The differing types, sizes, and durations of our contracts, combined with their geographic diversity and stages of completion, often result in fluctuations in our operating results.

Our overhead cost structure is generally fixed in the short term. Significant fluctuations in revenue volume usually lead to over or under recovery of fixed overhead costs, which can have a material impact on our gross margin and profitability.

Material Sources and Availability

We depend on the availability of certain equipment and materials for our projects, including, but not limited to, structural steel, steel piping, rebar, valves, copper, electrical components, fabricated products and equipment, and delivery freight. A number of factors that we may not be able to predict or control could result in increased costs for, or delays in delivery of, this equipment or materials, including supply chain or other logistical challenges. Global trade relationships and other general market and political conditions could also impact production, delivery or pricing of such equipment or materials (e.g., inflation, interest rates, recessionary economic conditions, and tariffs). We have been proactive with managing our procurement processes to help reduce the impacts of these factors on our business and to help ensure we continue to have the equipment and materials we need available. Rising prices and the potential for equipment and materials shortages have created additional risk in bidding and executing work profitably. See Item 1A. Risk Factors, Risks Related to our Business and Operations, for more information.

Human Capital Management

Employees

Successful execution of our business strategy is dependent on attracting, developing, and retaining key employees who represent our core values and the communities we serve. Our people are our greatest resource. Since 2016, we have been certified as a Great Place To Work®, both a point of pride and an invaluable tool for continuous improvement supporting our objective of remaining an employer of choice.

Given the nature of our work, the size of our employee population can vary significantly throughout the year because of the number, type, and size of projects we have in progress at any particular time. As of June 30, 2026, we had 2,370 employees worldwide. Of those employees, 552 were employed in office-based positions and 1,818 were employed in field or craft positions. The location of our employees was as follows:

Region	% of Global Workforce
United States	93 %
Canada	6 %
Other International	1 %

The percentage of our employees represented by trade unions as of June 30, 2026, was approximately 26%. Operating under collective bargaining agreements with various unions, our union employees are provided with benefits including health and welfare, pension, training programs and competitive compensation plans. We have not experienced any strikes or work stoppages in recent years and are proud that our relationships with our employees and labor unions are strong.

Business Ethics and Core Values

Our success relies on the skills, experience and dedication of our employees. We are committed to cultivating an engaging and dynamic work environment where people can find opportunities to succeed, grow and contribute to the success of the company. Our employees work each day to provide safe and reliable services to a wide range of customers in the states where we operate. Our core values, listed below, guide our employee behaviors and the ways in which we conduct our business and operations.

- Commitment to Safety
- Integrity
- Positive Relationships
- Stewardship
- Community Involvement
- Deliver the Best

Our employees are entrusted with engineering, constructing, and maintaining the complex, critical infrastructure that supports modern daily living and quality of life. Ethics and integrity are foundational in our ability to be successful and are engrained in our culture and core values. Across all areas of our business, we maintain focus on compliance and doing the right thing, and integrity is essential to every aspect of our business, in both policy and practice. Accordingly, we are committed to fostering compliance with all applicable laws and regulations, and to upholding the highest standards of ethical conduct in accordance with our code of conduct.

Health and Safety

We maintain a comprehensive safety and risk management program. Our senior leadership, risk management department, and large network of safety directors and health, safety, and environmental professionals, effectively assess and manage potential risks and liabilities throughout the pre-construction and performance phases of our projects. Ensuring the safety of our employees and those around us is integral to who we are, and paramount to our success and sustainability. The journey to achieving and maintaining a zero-incident safety performance requires a strong culture of safety and hands-on leadership, combined with robust training along with comprehensive policies, processes, and systems to plan, perform, report, measure, and review, and to continuously improve our performance. We have incorporated safety as a key performance metric in our incentive compensation plan. We track and maintain several key safety metrics, which management reviews monthly. One such metric is our Total Recordable Incident Rate (‘‘TRIR’’), which is calculated by multiplying the number of recordable incidents by 200,000 and dividing that number by the total hours worked each year. Our TRIR was 0.92, 0.51, and 0.91 during fiscal years 2026, 2025, and 2024, respectively. Another metric is our Days Away, Restricted, or Transferred Rate ("DART"), which is calculated by multiplying the number of incidents requiring days away, restricted, or transferred by 200,000 and dividing that number by the total hours worked each year. Our DART was 0.33, 0.21, and 0.28 during fiscal years 2026, 2025, and 2024, respectively. These metrics are also used by others in our industry, which allows for a more objective comparison of our performance.

Culture and Engagement

Foundational to attracting, developing, and retaining an engaged workforce is our commitment to making sure our employees feel safe, know they are valued, know that their work matters, and are provided opportunities to achieve their maximum potential. We believe when we foster a respectful and collaborative workplace culture, we create an environment where employees are empowered to do their best work and feel connected to our shared success.

We continued to advance and strengthen our culture by proactively addressing mental health issues through our enterprise-wide Mental Health Task Force, Matrix C.A.R.E.S. In an industry where the suicide rate is four times the national average, we are committed to raising awareness and eliminating stigma around mental health and making resources available to all employees to address mental health issues or crises. Through targeted job site and virtual sessions, Matrix C.A.R.E.S. reached field and craft employees across the company, as well as our office-based employees across North America. We also embedded the importance of mental health into daily operations as a key part of our safety orientations and onboarding for craft and field employees. This consistent communication demonstrates our commitment to making mental health support accessible to all employees, everywhere.

Total Rewards Package

As part of our compensation philosophy and to attract and retain superior talent, we seek to offer and maintain market-competitive total rewards programs for our employees. In addition to base salaries, additional programs include incentive and project bonus opportunities, comprehensive healthcare coverage and insurance benefits, Company matched retirement plans, health savings and flexible spending accounts, an Employee Stock Purchase Plan, paid holidays and other paid time off, family leave, and flexible work schedules where possible. Other offerings include employee assistance programs with 365/24/7 access to resources and support, and Matrix HealthMatters, our robust wellness program that provides resources and education to help employees and their families get and stay healthy, focusing holistically on physical, mental and financial health.

Training and Employee Development Programs

Investment in continuous learning is essential to providing industry-leading expertise and service to our clients, continuous improvement across our organization, and meaningful career development opportunities for our people. From in-person to online courses, formalized and other specialized training, our employees benefit from opportunities to strengthen their leadership and management competencies, improve communication and interpersonal skills, and advance their technical proficiency. Through Matrix University, our people have access to resources that include a robust Learning Management System (LMS) that provides enterprise-wide access for employees to a number of online learning modules and support tools.

Our employees also benefit from the Matrix Performance Development Program, designed for collaborative development of annual performance goals and to promote continuous, transparent feedback between employees and their supervisors.

Giving Back

We also empower our employees to donate time, talent, and resources through Company-led initiatives, matching of employee charitable contributions, and paid volunteer time off. Each year, our employees collectively log thousands of hours participating in individual community service projects in addition to hours they invest serving on non-profit boards and participating in Company-sponsored charitable events. We also provide direct corporate financial support to non-profit organizations in the communities where we live and work.

Patents and Proprietary Technology

Our subsidiaries have several patents and continue to pursue new ideas and innovations to better serve our customers in several areas of our business. The Flex-A-Span® and Flex-A-Seal® trademarks are utilized to market our unique seals for floating roof tanks. The Flowdome® trademark is used to market our geodesic dome tank roofs. Our SwingMaster® trademark is used to market our central type swing joints. The patent for the Training Tank for Personnel Entry, Exit and Rescue relates to a training device that can be used to train personnel on equipment that is made to simulate confined space scenarios. We hold two separate patents for Pipe Lifting and Orienting Apparatus and Method that is used to raise and lower pipes and to move them around the upper surface of floating roof of tanks. The Batten Joint for an Internal Floating Roof of a Fluid Tank allows us to overcome many of the disadvantages associated with other types of joints used for internal floating roofs for floating tanks.

We also hold a perpetual license to use various patents and technologies related to LNG storage tanks, liquid nitrogen/liquid oxygen storage tanks, liquid petroleum gas storage tanks and thermal vacuum chambers.

While our intellectual property is not our main business, we believe that the ability to use these patents, trademarks, and technology enables us to expand our presence in the markets we serve and minimizes the development costs typically associated with organic growth.

Regulation

Our operations are subject to compliance with federal, state, local, and international laws and regulations that affect various aspects of our business including with respect to:

- Licensing, permitting, specifications and inspecting requirements applicable to construction projects;
- Worker safety regulations;
- Wage and hour regulations and regulations associated with our collective bargaining agreements and unionized workforce;
- Protection of the environment, including regulations established by the Environmental Protection Agency (EPA), state agencies and other foreign environmental regulators;

We believe that we are in compliance with all material legal, licensing and regulatory requirements that are necessary to conduct our operations. Our failure to comply with applicable regulations could result in substantial fines or revocation of certain operating licenses, as well as give rise to termination or cancellation rights under our contracts or disqualify us from future bidding opportunities.

Our operations are subject to regulation by the U.S. Department of Labor Occupational Safety and Health Administration ("OSHA") and Mine Safety and Health Administration ("MSHA"), the U.S. Department of Transportation, and to regulation under state laws and by the Canadian Workers' Compensation Board and its Workplace Health, Safety and Compensation

Commission. Regulations promulgated by these agencies require employers and independent contractors to implement work practices, medical surveillance systems and personnel protection programs to protect employees from workplace hazards and exposure to hazardous chemicals and materials. In recognition of the potential for accidents within various scopes of work, these agencies have enacted strict and comprehensive safety regulations. We have established and consistently reinforce and monitor compliance with comprehensive programs intended to ensure that we comply with all applicable health and safety regulations to protect the safety of our workers, subcontractors and customers. While we believe that we operate safely and prudently, there can be no assurance that accidents will not occur or that we will not incur substantial liability in connection with the operation of our businesses. In order to minimize the financial exposure resulting from potential accidents associated with our work, we maintain liability insurance to limit losses that could result from our work.

We are subject to labor laws and, where applicable, regulations associated with collective bargaining agreements and prevailing wage requirements. While we work to adhere to the Fair Labor Standards Act (FLSA) and state level laws and regulations that establish minimum wage, overtime pay, and other employment standards, the inherent nature of work in the construction industry carries risk of claims for noncompliance.

Across our organization, from our project sites to our offices, we are committed to environmental stewardship and to continuously striving to perform our work in a sustainable and environmentally responsible manner.

Our operations and the operations of our customers are subject to extensive and changing environmental laws and regulations. These laws and regulations relate primarily to air and water pollutants and the management and disposal of hazardous materials. We are exposed to potential liability for personal injury or property damage caused by any release, spill, exposure or other accident involving such pollutants, substances or hazardous materials.

We are subject to numerous environmental laws, regulations and programs with respect to our work, including but not limited to the handling, transportation and disposal of non-hazardous and hazardous substances and wastes, laws governing emissions and discharges into the environment, including discharges into air, surface water, groundwater and soil, and programs related to the protection of endangered species and critical habitats. In order to limit the risks associated with environmental exposure, we maintain certain environmental insurance policies that cover liability that may be incurred as a result of accidental releases of hazardous materials. We do not currently foresee any significant future capital spending relating to environmental matters.

In order to limit costs incurred as a result of environmental exposure, we maintain contractor's pollution liability insurance that covers liability that may be incurred as a result of accidental releases of hazardous materials.

We do not currently foresee any significant future capital spending relating to environmental matters.

WEBSITE ACCESS TO REPORTS

Our public website is matrixservicecompany.com. We make available free of charge through the "Investor Relations" section of our website our annual reports to stockholders, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, including exhibits, and amendments to those reports, as soon as reasonably practicable after we file or furnish to the SEC. Any materials we file with or furnish to the SEC are also maintained on the SEC website (sec.gov).

The information contained on our website, or available by hyperlink from our website, is not incorporated into this Annual Report or other documents we file with, or furnish to, the SEC. We intend to use our website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Such disclosures will be included in the "Investor Relations" section of our website. Investors should monitor that section of our website for press releases, investor presentations, SEC filings and public conference calls and webcasts.

Item 1A. Risk Factors

The following risk factors should be considered with the other information included in this Annual Report on Form 10-K. As we operate in a continuously changing environment, other risk factors may emerge which could have a material adverse effect on our results of operations, financial condition and cash flow.

Risk Factors Related to Our Business and Operations

Our results of operations depend upon the award of new contracts, the timing of those awards, and the progress of work for those contracts.

Our revenue is derived primarily from contracts awarded on a project-by-project basis. Generally, it is difficult to predict whether and when we will be awarded a new contract due to lengthy and complex bidding and selection processes, changes in existing or forecasted market conditions, customers' access to financing, governmental regulations, permitting and environmental matters. Many of these same factors can affect the commencement and progress of work under large contracts already awarded. Because our revenue is derived from contract awards, our results of operations and cash flows can fluctuate materially from period to period.

The uncertainty associated with the timing of contract awards, and the commencement and progress of work for those awards, may reduce our short-term profitability as we balance our current capacity with expectations of future contract awards. If an expected contract award is delayed or not received, we could incur costs to maintain an idle workforce that may have a material adverse effect on our results of operations. Alternatively, we may decide that our long-term interests are best served by reducing our workforce and incurring increased costs associated with those separations, which also could have a material adverse effect on our results of operations in the period incurred. Reducing our workforce could also impact our results of operations if we are unable to adequately staff projects that are awarded subsequent to a workforce reduction.

We operate in highly competitive markets, and our failure to compete successfully for new awards on acceptable terms could adversely affect our results.

The markets for engineering, procurement, construction and maintenance services are highly competitive. We do not always win contracts that we have bid on for a variety of reasons. We compete with regional, national and international contractors and service providers on factors that include price, safety record, technical expertise, access to skilled personnel and equipment, reputation, financial strength and willingness to accept contractual risk. Some of our competitors may have greater financial, technical, personnel or equipment resources, lower cost structures or greater ability to accept contractual risk than we do. Competitive pressures may require us to accept lower margins, assume greater contractual risk, or offer more favorable terms to customers, and our inability to win new awards on acceptable terms could adversely affect our backlog, results of operations and cash flows.

Delays or failures in obtaining required regulatory approvals, permits, interconnection agreements or right-of-way access could delay or prevent projects and adversely affect our results.

The commencement, timing and performance of certain projects we perform, particularly for energy, utility and infrastructure customers, may depend on customers or other parties obtaining environmental, construction or operating permits, regulatory approvals, interconnection agreements, rights-of-way, pipeline approvals or other project prerequisites. These approvals may be delayed, challenged, denied or made more costly due to regulatory review, public opposition, private legal challenges, litigation, activism, changes in law or other factors outside our control. Delays or failures in obtaining required approvals could postpone, reduce, cancel or change the scope of projects, cause inefficient utilization of our workforce or equipment, increase costs and reduce our revenues, profitability and cash flows.

Demand for our products and services is cyclical and is vulnerable to the level of capital and maintenance spending of our customers and to downturns in the industries and markets we serve, as well as conditions in the general economy.

The demand for our products and services depends upon the existence of construction and maintenance projects primarily in the energy markets, including LNG, hydrogen, renewable energy, midstream and downstream petroleum, and other heavy industries in the United States and Canada. Therefore, it is likely that our business will continue to be cyclical in nature and vulnerable to general downturns in the United States, Canadian and world economies and negative changes in commodity and energy prices, which could adversely affect the demand for our products and services.

The availability of engineering and construction projects is dependent upon economic conditions and the outlook for natural gas, electrical infrastructure and power, mining and minerals, oil, petrochemical, industrial, renewable energy, and hydrogen industries, and specifically, the level of capital expenditures on energy infrastructure. Our failure to obtain projects, the delay of project awards, the cancellation of projects or delays in the execution of contracts has resulted and may continue to result in under-utilization of our resources, which could adversely impact our revenue, margins, operating results and cash flow. There are numerous factors beyond our control that influence the level of maintenance and capital expenditures of our customers, including:

- ability and demand to export LNG and other hydrocarbon products;
- the demand for natural gas, oil and electricity;
- current or projected commodity prices, including natural gas, oil, power and mineral prices;
- refining margins;
- the demand for alternative and renewable energy products, including hydrogen, and the impact of renewable portfolio standards, tax credits and other energy policies;

- the ability of energy and industrial companies to generate, access and deploy capital;
- interest rates, inflation, and tariffs;
- technological challenges and advances, including AI-related or other developments that may affect customer capital spending, project economics, operating models or demand for our services;
- energy storage economics and changes in generation resource mix;
- regulatory restraints on the rates that power companies may charge their customers; and
- local, national and international political and economic conditions.

Our profitability could be negatively impacted if we are not able to maintain appropriate utilization of our workforce.

We hire or lay off craft workers periodically based on the expected level of work on our projects; however, there can be no assurances that the timing of these employment decisions will correspond directly with actual work on our projects, potentially causing under or over-utilization.

The extent to which we utilize our workforce affects our profitability. If we under-utilize our workforce, our gross margins and overall profitability suffer in the short-term. If we over-utilize our workforce, we may negatively impact safety, employee satisfaction and project execution. The utilization of our workforce is impacted by numerous factors including:

- our estimate of the headcount requirements for various operating units based upon our forecast of the demand for our products and services;
- our ability to maintain our talent base and manage attrition;
- productivity;
- our ability to schedule our portfolio of projects to efficiently utilize our employees and minimize downtime between project assignments; and
- our need to invest time and resources into functions such as training, business development, employee recruiting, and sales that are not chargeable to customer projects.

An inability to attract and retain qualified personnel, and in particular, engineers, project estimators, project managers, and skilled craft workers, could impact our ability to perform on our contracts, which could harm our business and impair our future revenue and profitability.

Our ability to attract and retain qualified engineers, project estimators, project managers, skilled craft workers and other experienced professionals in accordance with our need is an important factor in our ability to maintain profitability and grow our business. Competent and experienced engineers, project estimators, project managers, and craft workers are especially critical to the profitable performance of our contracts, particularly on our fixed-price contracts where superior design and execution of the project can result in profits greater than originally estimated or where inferior design and project execution can reduce or eliminate estimated profits or even result in a loss. The market for these professionals is competitive, particularly during periods of economic growth when the supply is limited. While we continue to invest in attracting and retaining qualified personnel, we cannot guarantee that these efforts will be sufficient to meet our evolving workforce needs. Therefore, when we anticipate or experience growing demand for our services, we may incur additional cost to maintain a professional staff in excess of our current contract needs in an effort to have sufficient qualified personnel available to address this anticipated demand. If we do incur additional compensation and benefit costs, our customer contracts may not allow us to pass through these costs.

Our future success also depends to a significant degree on the skills, experience, and efforts of key personnel in our senior management team. During the past eighteen months, we executed an organizational restructuring plan which led to the departures of several members of our executive team, including our former Chief Executive Officer, as well as the planned departure of our current Chief Financial Officer in the first quarter of fiscal 2027.

An inability to retain key personnel, successfully manage leadership transitions, or recruit qualified replacements could negatively impact our ability to execute our business strategy and our business, financial condition, results of operations, and stock price could be adversely affected.

The loss of one or more of our significant customers could adversely affect us.

One or more customers have in the past and may in the future contribute a material portion of our revenue in any one year. One customer accounted for $176.4 million or 20.1% of our consolidated revenue in fiscal 2026, which was primarily included in the Storage and Terminal Solutions segment. Another customer accounted for $153.1 million or 17.5% of our consolidated revenue in fiscal 2026, which was primarily included in the Utility and Power Infrastructure segment. Another customer accounted for $88.1 million or 10.0% of our consolidated revenue in fiscal 2026, which was primarily included in the Storage and Terminal Solutions segment. Because these significant customers generally contract with us for specific projects or for specific periods of time, we may lose these customers from year to year as the projects or maintenance contracts are completed. The loss of business from any one of these customers could have a material adverse effect on our business or results of operations.

Our backlog is subject to unexpected fluctuations, adjustments and cancellations and does not include the full value of our long-term maintenance contracts, and therefore, may not be a reliable indicator of our future earnings.

Backlog may not be a reliable indicator of our future performance. We cannot guarantee that the revenue projected in our backlog will be realized or profitable, and, to the extent backlog includes estimates for long-term maintenance, master service or similar arrangements, customers may have no obligation to purchase or release a particular volume of work. Projects may remain in our backlog for an extended period of time. In addition, many of our contracts have termination rights. Project cancellations or scope adjustments may occur from time to time with respect to contracts included in our backlog that could reduce the dollar amount of our backlog and the revenue and profits that we actually earn.

The terms of our contracts could expose us to unforeseen costs and costs not within our control, which may not be recoverable and could adversely affect our results of operations and financial condition.

A significant amount of our work is performed under fixed-price contracts. Under fixed-price contracts, we agree to perform the contract for a fixed price and, as a result, could incur cost overruns above the approved contract price, which may not be recoverable. Under certain incentive fixed-price contracts, we may agree to share with a customer a portion of any savings we generate while the customer agrees to bear a portion of any increased costs we may incur up to a negotiated ceiling. To the extent costs exceed the negotiated ceiling price, we may be required to absorb some or all of the cost overruns.

Fixed-price contract prices are established based largely upon estimates and assumptions relating to project scope and specifications, personnel and productivity, material needs, and site conditions. These estimates and assumptions may prove inaccurate, or conditions may change due to factors out of our control, resulting in cost overruns, which we may be required to absorb and which could have a material adverse effect on our business, financial condition and results of operations. In addition, our profits from these contracts could decrease or we could experience losses if we incur difficulties in performing the contracts or are unable to secure fixed-pricing commitments from our manufacturers, suppliers and subcontractors at the time we enter into fixed-price contracts with our customers.

Under cost-plus and time-and-material contracts, we perform our services in return for payment of our agreed upon reimbursable costs plus a profit. The profit component is typically expressed in the contract either as a percentage of the reimbursable costs we actually incur or is factored into the rates we charge for labor or for the cost of equipment and materials, if any, we are required to provide. Our profit could be negatively impacted if our actual costs exceed the estimated costs utilized to establish the billing rates included in the contracts.

We may incur significant costs in providing services in excess of original project scope without having an approved change order.

After commencement of a contract, we may perform, without the benefit of an approved change order from the customer, additional services requested by the customer that were not contemplated in our contract price for various reasons, including customer changes or incomplete or inaccurate engineering, changes in project specifications and other similar information provided to us by the customer. Our construction contracts generally require the customer to compensate us for additional work or expenses incurred under these circumstances.

A failure to obtain adequate and prompt compensation for these matters could require us to record in the current period an adjustment to revenue and profit recognized in prior periods under the percentage-of-completion accounting method. Any such adjustments, if substantial, could have a material adverse effect on our results of operations and financial condition, particularly for the period in which such adjustments are made. We can provide no assurance that we will be successful in obtaining, through negotiation, arbitration, litigation or otherwise, approved change orders in an amount adequate to compensate us for our additional work or expenses. While change orders or claims are unresolved, we may be required to use significant working capital to fund cost overruns, which could adversely affect our liquidity and cash flows.

Our business may be affected by difficult work sites and environments, which may adversely affect our overall business.

We perform our work under a variety of conditions, including difficult terrain, difficult site conditions, remote locations and busy urban centers where delivery of materials and availability of labor may be impacted. Performing work under these conditions can slow our progress, potentially causing us to incur contractual liability to our customers. These difficult conditions may also cause us to incur additional, unanticipated costs that we might not be able to pass on to our customers.

We are susceptible to severe weather conditions, including those caused by climate change or otherwise, which may harm our business and financial results.

Our business may be adversely affected by severe weather in areas where we or our customers have significant operations. Repercussions of severe weather conditions may include:

- curtailment of services;
- suspension of operations;
- inability to meet performance schedules in accordance with contracts and potential liability for liquidated damages;
- injuries or fatalities;
- weather related damage to our facilities or work-in-progress on project sites;
- disruption of information systems;
- inability to receive machinery, equipment and materials at job sites; and
- loss of productivity.

The frequency and severity of severe weather conditions may be enhanced by present and future changes to our climate.

Our business has been affected by inflation, supply chain disruptions, shortages of materials, labor or equipment, and performance issues involving suppliers and subcontractors.

We may experience increases in construction costs, including increases in the costs of materials, components, equipment, subcontractor services and labor due to inflation, supply chain challenges, geopolitical conflicts, disruptions in global energy markets and related trade restrictions. Recent geopolitical developments and disruptions to shipping have caused increases in oil prices and disruptions to shipping routes, which could adversely affect global energy markets and the availability, cost and timing of the equipment, materials and services required for our projects. To the extent we can, we mitigate these risks primarily by procuring materials upon contract execution to ensure that our purchase price approximates the costs included in the project estimate, and also by contract provisions that mitigate our exposure to fluctuations in material costs. However, suppliers, subcontractors or equipment providers may fail to perform, fail to meet quality, safety, legal or schedule requirements, experience financial difficulties, or be unable to provide materials, components, equipment or services in the quantities, at the prices or within the lead times that we require. Shortages or extended lead times for key materials or components, or the unavailability or increased cost of equipment, could delay projects, require us to source replacements at higher prices, reduce productivity, damage customer relationships or reduce project profitability. We may be unable to pass through some or all of these increases in costs to our customers which may materially affect our results of operations. Additionally, our clients' interest in approving new projects, budgets for capital expenditures and need for our services have in the past been, and may in the future be, adversely affected by, among other things, poor economic conditions, including inflation, slow growth or recession, changes to governments' fiscal or monetary policy and higher interest rates. These factors could materially and adversely affect the demand for our services.

Changes in global trade policy and the impact on tariffs may have a material adverse effect on business operations and financial performance.

The U.S. presidential administration has announced tariffs on U.S. imports generally, with higher rates for select U.S. trade partners. Certain foreign governments have also announced retaliatory tariffs. The tariff policy environment has been and is expected to continue to be dynamic, and we cannot predict what additional actions may ultimately be taken by the United States or other governments with respect to tariffs or trade relations.

Domestic and foreign trade tariffs could raise the price and reduce the availability of raw materials such as steel plate and steel pipe, which are key materials used by us. Increased costs of raw materials could cause us to experience lower gross margins, operational inefficiencies and project delays. We include contract provisions that mitigate our exposure to fluctuations in material costs and to the impact of changes in laws and regulations. We also utilize contracting strategies that allow us to spread the risk of cost increases to other involved parties. However, we may be unable to pass through some or all of these increases in costs to other parties which may materially affect our results of operations. To the extent we can, we also mitigate these risks primarily by procuring materials upon contract execution to ensure that our purchase price approximates the costs included in the project estimate.

Additionally, tariffs or other trade restrictions may lead to continuing uncertainty and volatility in U.S. economic conditions and commodity markets, declining consumer confidence, significant inflation, and diminished expectations for the economy. These factors could increase our costs and reduce our customers' demand for our services, including decisions by our clients on project viability or timing, which could negatively impact our operating results and financial condition.

Unsatisfactory safety performance may subject us to fines, impact our ability to win work, affect customer relationships, result in higher operating costs, negatively impact employee morale and result in higher employee turnover.

Our projects are conducted at a variety of sites including construction sites and industrial facilities that can place our employees and others near large equipment, dangerous processes or substances or highly regulated materials.

Although we have taken what we believe are appropriate precautions to adequately train and equip our employees, we have experienced serious accidents, including fatalities, in the past and may experience additional accidents in the future. Serious accidents may subject us to fines, civil litigation or criminal prosecution. Claims for damages to persons, including claims for bodily injury or loss of life, could result in costs and liabilities, which could materially and adversely affect our financial condition, results of operations or cash flows. Poor safety performance could also jeopardize our relationships with our customers, impact our ability to win future awards, and increase our insurance premiums.

We are exposed to credit risk from customers. If we experience delays and/or defaults in customer payments, we could suffer liquidity problems or we could be unable to recover amounts owed to us.

Under the terms of our contracts, at times we commit resources to customer projects prior to receiving payments from customers in amounts sufficient to cover expenditures on these projects as they are incurred. Many of our fixed-price or cost-plus contracts require us to satisfy specified progress milestones or performance standards in order to receive a payment. Under these types of arrangements, we may incur significant costs for labor, equipment and supplies prior to receipt of payment. If the customer fails or refuses to pay us for any reason, there is no assurance we will be able to collect amounts due to us for costs previously incurred. In some cases, we may find it necessary to terminate subcontracts with suppliers engaged by us to assist in performing a contract, and we may incur costs or penalties for canceling our commitments to them. Delays in customer payments require an investment in working capital. If we are unable to collect amounts owed to us under our contracts, we may be required to record a charge against previously recognized earnings related to the project, and our liquidity, financial condition and results of operations could be adversely affected.

Our collective bargaining agreements and multiemployer plan obligations could result in higher costs, work stoppages, or liabilities.

We contribute to several multiemployer pension plans for employees covered by collective bargaining agreements. These plans are not administered by us and contributions are determined in accordance with provisions of negotiated labor contracts. Our collective bargaining agreements may require specified wages and benefits. Renegotiation of these agreements, changes in union work rules, labor disputes, wage or benefit increases, unionization of additional workforces or work stoppages could increase our costs, impair customer relationships, delay projects or adversely affect our ability to perform work. The Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980, imposes certain liabilities upon employers who are contributors to a multiemployer plan in the event of the employer's withdrawal from, or upon termination of, such plan. If we terminate, withdraw, or partially withdraw from other multiemployer pension plans, we could be required to make significant cash contributions to fund that plan's unfunded vested benefit, which could materially and adversely affect our financial condition and results of operations; however, we are not currently able to determine the net assets and actuarial present value of the multiemployer pension plans' unfunded vested benefits allocable to us, if any, and we are not presently aware of the amounts, if any, for which we may be contingently liable if we were to withdraw from any of these plans. In addition, if the funding level of any of these multiemployer plans becomes classified as "critical status" under the Pension Protection Act of 2006, we could be required to make significant additional contributions to those plans.

A failure or outage in our operational systems, including cybersecurity incidents and disruptions involving third-party software or AI tools , may adversely affect our business and financial results.

We use numerous software applications and systems including third-party systems, to support critical operating and administrative functions such as project management, estimating, scheduling, human resources, accounting and financial reporting. Any sudden loss, disruption, cyber-attack, discontinuation of vendor support or unexpected cost to maintain, integrate or replace these systems could significantly increase our operating expenses, delay or prevent critical business operations, disrupt the management of our business, and adversely affect our financial results.

Any security breach resulting in the unauthorized use or disclosure of certain personal, proprietary, customer or employee information could put individuals at risk of identity theft and financial or other harm and result in costs to us in investigation, remediation, legal defense regulatory compliance and liability to parties who are financially harmed. We may incur significant costs to protect against the threat of information security breaches or to respond to or alleviate problems caused by such breaches. For example, laws may require notification to regulators, clients or employees and enlisting credit monitoring or identity theft protection in the event of a privacy breach. A cybersecurity attack could also be directed at our systems and result in interruptions in our operations or delivery of services to our clients and their customers. Furthermore, a material security breach could cause us to lose revenue, lose clients or cause damage to our reputation.

Additionally, as artificial intelligence (“AI”) technologies become increasingly sophisticated, the security risks associated with their use and the potential for misuse also increase. Hackers and malicious actors can harness the power of AI to develop more advanced cyberattacks, bypass security measures and exploit vulnerabilities in systems. Deepfake technology can be used to undermine organizations, spread false claims, misinform investors and impact financial markets. We may also use AI tools in our business, and challenges with effectively managing associated processes, data and models could result in reputational harm, competitive harm or legal liability. If the content, analyses or recommendations that AI applications assist in producing are, or are alleged to be, unstable, deficient, inaccurate, biased or yield conclusions for which there is no actionable recourse for those affected by its decisions, our business, financial condition and results of operations may be adversely affected. We have experienced cybersecurity threats to our information technology infrastructure and have experienced cyber-attacks, attempts to breach our systems and other similar incidents. Such prior events have not had a material impact on our financial condition, results of operations or liquidity. However, future threats could cause harm to our business and our reputation, as well as negatively impact our results of operations materially. Our insurance coverage may not be adequate to cover all the costs related to cyber-attacks or disruptions resulting from such events.

Our business may be negatively impacted if we are unable to adequately protect our intellectual property rights.

Our success is impacted by our ability to differentiate our services through our technologies and know-how. This includes the ability to protect intellectual property (“IP”) rights. We utilize a combination of patents, copyrights, trade secrets, confidentiality agreements and other contractual arrangements to protect our interests. However, these methods only provide limited protection and may not adequately protect our interests. Our employees and contractors are subject to confidentiality obligations, but this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or infringement of our IP rights. This can be especially true in certain foreign countries where IP does not have equivalent protections as in the U.S. We also hold licenses from third parties utilized in our business operations. If we are no longer able to license such technology on commercially reasonable terms or otherwise, we could be adversely affected.

Financial Risks

Our borrowing capacity under our ABL Facility is determined by the size of our borrowing base and if the size of our borrowing base combined with our unrestricted cash does not provide adequate liquidity, then we may need to raise additional capital in the future for working capital, letters of credit, capital expenditures and/or acquisitions, and we may not be able to do so on favorable terms or at all, which would impair our ability to operate our business or achieve our strategic plan.

Management believes it has sufficient cash on hand and will generate sufficient cash from operations to fund the business. However, should we require additional liquidity, there is risk that we will be unable to access the amount of additional liquidity needed from our ABL Facility if the level of assets included in the borrowing base is insufficient. The borrowing base includes restricted cash plus a percentage of the value of certain accounts receivable, inventory and equipment, reduced for certain reserves. Accounts receivable eligible to be included in the borrowing base are generally limited to receivables associated with time and materials and other cost reimbursable contracts. While receivables associated with fixed price work generally do not increase the borrowing base, such work often has upfront billings, which help support the liquidity needs of the business.

To the extent that cash on hand, cash flow from operations, and borrowing availability under the ABL Facility are insufficient to make future investments, or provide needed working capital or letters of credit, we may require additional financing from other sources. Our ability to obtain such additional financing in the future will depend in part upon prevailing capital market conditions, as well as conditions in our business and our operating results; and those factors may affect our efforts to arrange additional financing on terms that are satisfactory to us. If adequate funds are not available, or are not available on acceptable terms, we may not be able to make future investments or respond to competitive challenges.

Our ABL Facility imposes restrictions that may limit business alternatives.

Our ABL Facility prohibits or limits us from making acquisitions, repurchasing equity, incurring additional debt, acquiring or disposing of assets, or making other distributions, including cash dividends. In addition, our ABL Facility requires that we comply with a Fixed Charge Coverage Ratio financial covenant under certain conditions. These covenants and restrictions may impact our ability to effectively execute operating and strategic plans and our operating performance may not be sufficient to comply with the required covenants.

Our failure to comply with one or more of the covenants in our ABL Facility could result in an event of default. We can provide no assurance that a default could be remedied, or that our creditors would grant a waiver or further amend the terms of the ABL Facility.

We may be unable to compete for projects if we are not able to obtain surety bonds or letters of credit.

Customers may require us to provide forms of performance security, including letters of credit, or surety bonds. We are often required to provide performance security to customers to indemnify the customer should we fail to perform our obligations under the contract. Failure to provide the required performance security on terms required by a customer may result in an inability to bid, win or comply with the contract. Historically, we have had adequate letters of credit capacity but such capacity beyond our ABL Facility is generally at the provider’s sole discretion. Due to events that affect the banking and insurance markets, letters of credit or surety bonds may be difficult to obtain or may only be available at significant cost. In addition, future projects may require us to obtain letters of credit that extend beyond the term of our ABL Facility. Any inability to bid for or win new contracts due to the failure of obtaining adequate letters of credit, surety bonds or other customary forms of performance security could have a material adverse effect on our business prospects and future revenues.

Accounting Risks

Our use of percentage-of-completion accounting for fixed-price contracts could result in a reduction or elimination of previously reported profits.

Revenue for fixed-price contracts is recognized using the percentage-of-completion method of accounting. Under percentage-of-completion accounting, contract revenue and earnings are recognized ratably over the contract term based on the proportion of actual costs incurred to total estimated costs. We review our estimates of contract revenue, costs and profitability on a monthly basis. As a result, we may adjust our estimates on one or more occasions as a result of changes in cost estimates, change orders to the original contract, or claims against the customer for increased costs incurred by us due to customer-induced delays and other factors. See "Revenue Recognition" within Note 1 - Business, Basis of Presentation and Significant Accounting Policies, for more discussion of our percentage-of-completion revenue recognition.

As a result of the requirements of the percentage-of-completion method of accounting, the possibility exists that we could have estimated and reported a profit on a contract over several prior periods and later determine, as a result of additional information, that all or a portion of such previously estimated and reported profits were overstated. Further, many of our contracts contain various cost and performance incentives and penalties that impact the earnings we realize from our contracts, and adjustments related to these incentives and penalties are recorded on a percentage of completion basis in the period when estimable and probable. If this occurs, the full aggregate amount of the overstatement will be recognized in the period in which such change in estimate occurs. No restatements are made to prior periods. Additionally, if estimates of costs to complete fixed-price contracts indicate a loss, a provision is made to accrue the total loss anticipated in the period the loss is determined.

Actual results could differ from the estimates and assumptions that we use to prepare our financial statements.

To prepare financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions, as of the date of the financial statements, which affect the reported values of assets, liabilities, revenue and expenses and disclosures of contingent assets and liabilities. Areas requiring significant estimation by our management include:

- contract costs and application of percentage-of-completion accounting;
- the amount and collectability of unpriced change orders and claims against customers;

- provisions for income taxes and related valuation allowances;
- recoverability of goodwill and intangible assets;
- provisions for uncollectable receivables from customers for invoiced amounts;
- valuation of assets acquired and liabilities assumed in connection with business combinations; and
- accruals for estimated liabilities, including litigation reserves.

Our actual results could materially differ from these estimates.

Earnings for future periods may be affected by impairment charges.

Because we have grown in part through acquisitions, goodwill represents a substantial portion of our assets. We perform annual goodwill impairment reviews in the fourth quarter of every fiscal year. In addition, we perform an impairment review whenever events or changes in circumstances indicate the fair value of a goodwill reporting unit may be less than its carrying value or the carrying value of a long-lived asset grouping may not be recoverable. As of June 30, 2026, we had $28.9 million of non-amortizing goodwill representing 4.8% of our total assets.

Legal, Insurance, Regulatory and Compliance Risks

We are involved, and are likely to continue to be involved in legal proceedings, which will increase our costs and, if adversely determined, could have a material effect on our financial condition, results of operations, cash flows and liquidity.

We are currently a defendant in legal proceedings arising from the operation of our business, and it is reasonable to expect that we would be named in future actions. Many of the actions against us arise out of the normal course of performing services on project sites, and include workers' compensation claims, personal injury claims and contract disputes with our customers. From time to time, we are also named as a defendant for actions involving the violation of federal and state labor laws related to employment practices, wages and benefits. We may also be a plaintiff in legal proceedings against customers seeking to recover payment of contractual amounts due to us as well as claims for increased costs incurred by us resulting from, among other things, services performed by us at the request of a customer that are in excess of original project scope that are later disputed by the customer and customer-caused delays in our contract performance.

We maintain insurance against operating hazards in amounts that we believe are customary in our industry. However, our insurance policies include deductibles and certain coverage exclusions, so we cannot provide assurance that we are adequately insured against all of the risks associated with the conduct of our business. A successful claim brought against us in excess of, or outside of, our insurance coverage could have a material adverse effect on our financial condition, results of operations, cash flows and liquidity.

Litigation, regardless of its outcome, is expensive, typically diverts the efforts of our management away from operations for varying periods of time, and can disrupt or otherwise adversely impact our relationships with current or potential customers, subcontractors and suppliers. Payment and claim disputes with customers may also cause us to incur increased interest costs resulting from incurring indebtedness under our revolving line of credit or receiving less interest income resulting from fewer funds invested due to the failure to receive payment for disputed claims and accounts.

Our projects expose us to potential professional liability, product liability, pollution liability, warranty and other claims, which could be expensive, damage our reputation and harm our business. We may not be able to obtain or maintain adequate insurance to cover these claims.

We perform engineering, construction and maintenance services at large industrial facilities where accidents or system failures can be disastrous and costly. Any catastrophic occurrence in excess of our insurance limits at locations engineered or constructed by us or where our products are installed or services performed could result in significant professional liability, product liability, warranty and other claims against us by our customers, including claims for cost overruns and the failure of the project to meet contractually specified milestones or performance standards. Further, the rendering of our services on these projects could expose us to risks and claims by third parties and governmental agencies for personal injuries, property damage and environmental matters, among others. Any claim, regardless of its merit or eventual outcome, could result in substantial costs, divert management's attention and create negative publicity, particularly for claims relating to environmental matters where the amount of the claim could be extremely large. We may not be able to or may choose not to obtain or maintain insurance coverage for the types of claims described above. If we are unable to obtain insurance at an acceptable cost or otherwise protect against the claims described above, we will be exposed to significant liabilities, which may materially and adversely affect our financial condition and results of operations. Typically, our contracts require us to indemnify our customers for injury, damage or loss arising from the performance of our services and provide warranties for materials.

Employee, subcontractor or partner misconduct or our overall failure to comply with laws or regulations could harm our reputation, damage our relationships with customers, reduce our revenue and profits, and subject us to criminal and civil enforcement actions.

Misconduct, fraud, non-compliance with applicable laws and regulations, or other improper activities by one of our employees, subcontractors or partners could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with safety standards, laws and regulations, customer requirements, regulations pertaining to the internal controls over financial reporting, environmental laws and any other applicable laws or regulations. The precautions we take to prevent and detect these activities may not be effective, since our internal controls are subject to inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud.

Our failure to comply with applicable laws or regulations or acts of misconduct could subject us to fines and penalties, harm our reputation, damage our relationships with customers, reduce our revenue and profits and subject us to criminal and civil enforcement actions.

Regulatory uncertainty regarding climate-related matters and evolving sustainability expectations could affect our business.

The regulatory environment for climate-related matters in the United States is subject to significant uncertainty, including potential differences among federal, state, and local requirements and presidential administrations. A fragmented and changing regulatory landscape may increase compliance costs, complicate operations, and impact customer decision-making, including the timing, scope, or demand for certain projects or services. We believe this risk is partly mitigated by new project opportunities resulting from our customers' investment in cleaner energy sources.

Stakeholder expectations and standards regarding sustainability practices and reporting are evolving, lack uniformity, subject to political influences, and are becoming increasingly difficult to assess. To the extent stakeholders view our practices or reporting as not meeting their expectations, investor interest or access to capital could be adversely affected.

Environmental factors and changes in laws and regulations could increase our costs and liabilities.

Our operations are subject to environmental laws and regulations, including those concerning emissions into the air; discharges into waterways; generation, storage, handling, treatment and disposal of hazardous material and wastes; and health and safety.

Our projects often involve highly regulated materials, including hazardous wastes. Environmental laws and regulations generally impose limitations and standards for regulated materials and require us to obtain permits and comply with various other requirements. The improper characterization, handling, or disposal of regulated materials or any other failure by us to comply with federal, state and local environmental laws and regulations or associated environmental permits could subject us to the assessment of administrative, civil and criminal penalties, the imposition of investigatory or remedial obligations, or the issuance of injunctions that could restrict or prevent our ability to operate our business and complete contracted projects.

In addition, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), and comparable state and foreign laws, we may be required to investigate and remediate the release or threatened release of hazardous substances. CERCLA and the comparable state laws typically impose liability without regard to whether a company knew of or caused the release, and liability for the entire cost of clean-up can be imposed upon any responsible party.

We are subject to numerous other laws and regulations including those related to business registrations and licenses, environment, workplace, employment, health and safety. These laws and regulations are complex, change frequently and could become more stringent in the future. It is impossible to predict the effect on us of any future changes to these laws and regulations. We can provide no absolute assurance that our operations will continue to comply with future laws and regulations or that the costs to comply with these laws and regulations and/or a failure to comply with these laws will not significantly adversely affect our business, financial condition and results of operations.

We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws.

The U.S. Foreign Corrupt Practices Act and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to officials or others for the purpose of obtaining or retaining business. Our policies mandate compliance with these anti-bribery laws. We operate in parts of the world that have experienced corruption to some degree and, in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. We train our personnel concerning anti-bribery laws and issues, and we also inform our customers, vendors, representatives and others who work for us or on our behalf that they must comply with anti-bribery law requirements. We also have procedures and controls in place to monitor compliance. We cannot assure that our internal controls and procedures always will protect us from the possible reckless or criminal acts committed by our employees or agents. If we are found to be liable for anti-bribery law violations (either due to our own acts or our inadvertence, or due to the acts or inadvertence of others including our partners, agents, subcontractors or suppliers), we could suffer from criminal or civil penalties or other sanctions, including contract cancellations or debarment, and loss of reputation, any of which could have a material adverse effect on our business. Litigation or investigations relating to alleged or suspected violations of anti-bribery laws, even if ultimately such litigation or investigations demonstrate that we did not violate anti-bribery laws, could be costly and could divert management's attention away from other aspects of our business.

Economic, political and other risks associated with international operations could adversely affect our business.

A small portion of our operations are conducted outside the United States, and accordingly, our business is subject to risks associated with doing business internationally, including changes in foreign currency exchange rates, instability in political or economic conditions, difficulty in repatriating cash proceeds, differing employee relations, differing regulatory environments, trade protection measures, and difficulty in administering and enforcing corporate policies which may be different than the normal business practices of local cultures.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

We have implemented a cybersecurity program to assess, identify and manage risk from cybersecurity threats. This program aims to protect the confidentiality, availability and integrity of our information systems from potential threats. Our cybersecurity risk management program includes, among other things, risk assessments designed to identify threats to our critical systems and information services, and a team comprising IT Security, IT Infrastructure and IT Compliance personnel that administers the program with oversight by senior management.

We have incorporated cybersecurity risk into our extensive risk management framework by aligning it with our overall risk strategy. This involves identifying potential cybersecurity threats, assessing their impact and developing mitigation strategies. These governance processes apply across the enterprise risk management program to other legal, compliance, strategic, operational and financial risk areas, ensuring that cybersecurity risks are managed effectively and are in line with the organization's risk tolerance and business objectives.

Our cybersecurity program incorporates the principles of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and is supported by an Information Security Management System (ISMS) certified to ISO/IEC 27001:2022. The certification scope includes Matrix's engineering, fabrication, construction, and maintenance services, together with the employees, administrative personnel, IT systems, policies, procedures, standards, tools, utilities, client deliverables, and data used in providing those services.

All administrative employees participate in cybersecurity training programs. Employees receive training on how to identify and report cyber risks and events through our cybersecurity awareness program.

We also engage external experts to evaluate our cybersecurity programs. These evaluations include audits, threat assessments, simulated attacks, vulnerability scans and advice on information security practices. We conduct incident response exercises with key stakeholders. Additionally, we hold cybersecurity risk insurance.

To manage risks associated with third-party service providers, the information security team categorizes suppliers based on factors such as volume and criticality of data handled, potential impact on business operations and level of access to our information systems. We conduct risk assessments to identify potential threats and vulnerabilities associated with suppliers. We screen suppliers to ensure they meet proper security standards and compliance requirements. We monitor supplier activities to ensure compliance with information security policies and conduct regular reviews and audits of supplier relationships to ensure ongoing compliance. We strive to ensure that our contracts with such vendors require them to maintain security controls in line with industry best practices, applicable laws and our policies. We rely on vendors to alert us promptly of material cybersecurity incidents by virtue of the documents governing their relationship with us or applicable law.

Governance

Our Board of Directors, with assistance from the IT Steering Committee, oversees cybersecurity. Our Board of Directors receives reports as needed, but no less than biannually, from management on various cybersecurity and IT topics, including trends, data security policies and practices, cybersecurity incidents, current and projected threat assessments, regulatory developments and ongoing efforts to protect, detect and respond to critical threats. Our IT Steering Committee, which is part of our Risk Management Committee and is responsible for cybersecurity management oversight, includes members of management such as our Chief Executive Officer, our Chief Financial Officer, our General Counsel, and our Senior Vice President of Enterprise Services. The IT Steering Committee periodically reviews and confers with management regarding risk issues associated with cybersecurity and policies and controls intended to alleviate those risks.

Our IT Security team is responsible for leading enterprise-wide cybersecurity strategy, policy, standards and processes. Team members are afforded opportunities to attend external training, conferences and other events to remain on top of most recent cybersecurity trends. Our team is led by our Director of IT Infrastructure and Security, who brings over 30 years of experience, which includes implementing and verifying the effectiveness of cybersecurity controls in a Defense Industrial Base environment and defining and executing cybersecurity strategy to enable business delivery while simultaneously protecting intellectual property and privacy. Our Director of IT Infrastructure and Security maintains the following internationally recognized certifications: Global Information Assurance Certification ("GIAC"), GIAC Certified Enterprise Defender, GIAC Certified Incident Handler Certification, GIAC Certified Windows Security Administrator, and GIAC Critical Controls Certification. Our Director of IT Infrastructure and Security previously reported to the Vice President of Information Technology until that individual's departure during the second half of fiscal 2026. In connection with organizational changes, the vacant position was subsequently filled with a Senior Director of Information Technology in the first quarter of fiscal 2027. During the interim period, the Director of IT Infrastructure and Security reported on a temporary basis to the Senior Vice President of Enterprise Services, who receives continuous updates regarding the prevention, detection, mitigation and remediation of cybersecurity incidents. The Senior Vice President of Enterprise Services formerly served as chair of, and currently serves as a member of, our Risk Management Committee and IT Steering Committee, and has experience in cybersecurity incident response, cyber claims, and business continuity matters.

Our Director of IT Infrastructure and Security meets with our IT Steering Committee on a routine basis. Regular topics for discussion with the IT Steering Committee include cybersecurity initiatives and strategies, cybersecurity events, emerging threats, regulatory requirements and industry standards.

We use a combination of technology controls and human oversight to actively monitor and protect our network and systems. In the event of a cybersecurity incident, we have an incident response plan which sets forth a framework for reporting and documenting such incidents by our cybersecurity incident response team. This same framework is designed with the goal of enabling the response team to take actions to monitor, mitigate and remediate such incidents promptly. Cybersecurity incidents are reported to our Senior Vice President of Enterprise Services, and critical events are reported to our CEO and our General Counsel. In the event a cybersecurity incident is determined to be potentially material, the incident is reported in a timely manner to our Board of Directors as part of their cybersecurity oversight.

Cybersecurity Risks, Threats and Material Incidents

We describe whether and how risks from identified cybersecurity threats, including as a result of any prior cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial conditions under Item 1A. Risk Factors, Risk Factors Related to Our Business and Operations, ***"A failure or outage in our operational systems, including cybersecurity incidents and disruptions involving third-party software or AI tools, may adversely affect our business and financial results."***

Item 2. Properties

We believe all principal properties that we currently occupy are adequate and suitable for their intended use. Our principal properties are as follows:

Location	Description of Facility	Segment	Interest
United States:			
Tulsa, Oklahoma	Administrative and operations office	All segments	Leased
Bakersfield, California	Fabrication facility	All segments	Owned
Bellingham, Washington	Regional office, fabrication facility and warehouse	Process and Industrial Facilities, Storage and Terminal Solutions	Owned
Broomall, Pennsylvania	Regional office	All segments	Leased
Catoosa, Oklahoma	Fabrication facility, regional offices and warehouses	All segments	Leased & Owned (1)
Houston, Texas	Corporate headquarters, regional offices and warehouse	All segments	Leased & Owned
Norco, California	Regional office and warehouse	Process and Industrial Facilities, Storage and Terminal Solutions	Leased
Pittsburgh, Pennsylvania	Regional office	All segments	Leased
Temperance, Michigan	Regional office and warehouse	Storage and Terminal Solutions	Owned
Tucson, Arizona	Regional office and warehouse	Process and Industrial Facilities, Storage and Terminal Solutions	Leased
Norwich, Connecticut	Regional office	Utility and Power Infrastructure	Leased
Harleysville, Pennsylvania	Warehouse	All segments	Leased
International:			
Leduc, Alberta, Canada	Regional office and warehouse	Storage and Terminal Solutions	Leased
Sarnia, Ontario, Canada	Regional office and warehouse	Storage and Terminal Solutions	Owned
Paju-si, Gyeonggi-do, South Korea	Fabrication facility, regional office and warehouse	Storage and Terminal Solutions	Owned
Sydney, New South Wales, Australia	Regional office	Storage and Terminal Solutions	Leased

(1) We constructed certain facilities on land acquired through ground leases with renewal options.

In addition to the locations listed above, we have smaller regional locations and temporary office facilities at numerous customer locations throughout the United States and Canada.

Item 3. Legal Proceedings

We are a party to several legal proceedings. See Part II., Item 8. Financial Statements and Supplementary Data, Note 7 - Commitments and Contingencies, for a description of our material ongoing litigation.

Item 4. Mine Safety Disclosures

Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the "Mine Act") by the federal Mine Safety and Health Administration. We do not act as owner of any mines, but as a result of our performing services or construction at mine sites as an independent contractor, we may be considered an "operator" within the meaning of the Mine Act.

Information concerning mine safety violations or other regulatory matters required to be disclosed in this annual report under Section 1503(a) of the Dodd-Frank Act and Item 104 of Regulation S-K is included in Exhibit 95 to this Annual Report on Form 10-K.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock trades on the NASDAQ Global Select Market under the trading symbol "MTRX". Substantially all of our stockholders maintain their shares in "street name" accounts and are not individually stockholders of record. As of August 31, 2026, there were 14 holders of record of our common stock.

Dividend Policy

We have never paid cash dividends on our common stock and the terms of our ABL Facility prohibit us from paying cash dividends (See Part II, Item 8. Financial Statements and Supplementary Data, Note 5 - Debt for more information about our ABL Facility). Any future dividend payments will depend on the terms of our ABL Facility, our financial condition, capital requirements and earnings as well as other relevant factors.

Issuer Purchases of Equity Securities

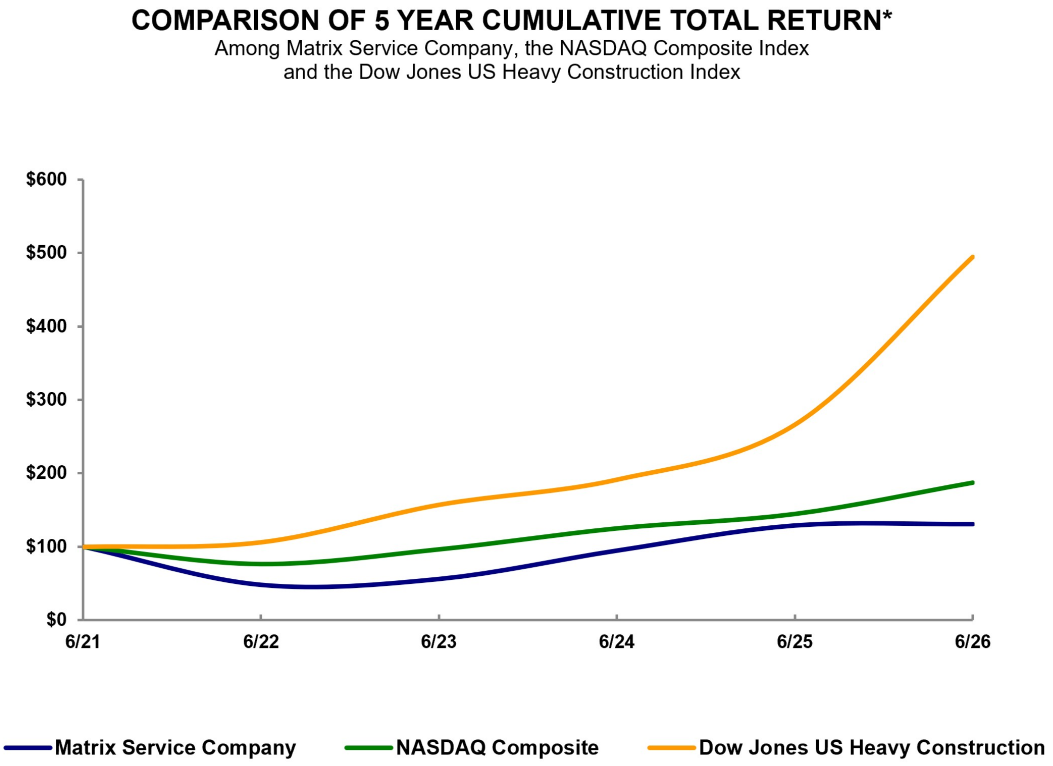
We may repurchase common stock pursuant to the Stock Buyback Program, which was approved by the board of directors in November 2018. Under the program, the aggregate number of shares repurchased may not exceed 2,707,175 shares. We may repurchase our stock from time to time in the open market at prevailing market prices or in privately negotiated transactions and are not obligated to purchase any shares. The program will continue unless and until it is modified or revoked by the Board of Directors. We made no repurchases under the program during fiscal 2026. As of June 30, 2026, there were 1,349,037 shares available for repurchase under the Stock Buyback Program. The terms of our ABL Facility limit share repurchases to $2.5 million per fiscal year provided that we meet certain availability thresholds.

Performance Graph

The following Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that we specifically incorporate it by reference into such filing.

The following graph compares, for the period from June 30, 2021 to June 30, 2026, the cumulative stockholder return on our common stock with the cumulative total return of the NASDAQ Composite Index and the Dow Jones U.S. Heavy Construction Index.

The graph below assumes an investment of $100 (with reinvestment of all dividends) in our common stock, the NASDAQ Composite Index, and the Dow Jones U.S. Heavy Construction Index on June 30, 2021 and tracks their relative performance through June 30, 2026. The stock price performance reflected in the following graph is not necessarily indicative of future stock performance.



*$100 invested on 6/30/21 in stock or index, including reinvestment of dividends.
Fiscal year ending June 30.

	June 30,					
	2021	2022	2023	2024	2025	2026
Matrix Service Company	$ 100.00	$ 48.19	$ 56.10	$ 94.57	$ 128.67	$ 130.48
NASDAQ Composite	$ 100.00	$ 76.57	$ 96.59	$ 125.19	$ 144.81	$ 187.50
Dow Jones US Heavy Construction	$ 100.00	$ 106.21	$ 157.17	$ 191.41	$ 266.19	$ 494.57

Item 6. Reserved

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). GAAP represents a comprehensive set of accounting and disclosure rules and requirements, the application of which requires management judgments and estimates including, in certain circumstances, choices between acceptable GAAP alternatives. The preparation of these consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, if any, at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. We base our estimates on historical experience and various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from these estimates under different assumptions or conditions. Note 1 - Business, Basis of Presentation and Significant Accounting Policies of the Notes to Consolidated Financial Statements included in Part II, Item 8 - Financial Statements and Supplementary Data in this Annual Report on Form 10-K, contains a comprehensive summary of our significant accounting policies.

RESULTS OF OPERATIONS

Reportable Segments

We operate our business through three reportable segments:

- **Storage and Terminal Solutions:** delivers integrated engineering, procurement and construction ("EPC") services, along with repair, maintenance and fabrication services for bulk liquid, cryogenic, and refrigerated storage and terminal facilities supporting both traditional and emerging energy markets, including LNG, NGLs, petroleum products, chemicals, hydrogen, and ammonia. We also manufacture and sell specialty, precision-engineered tank products, including geodesic domes, aluminum internal floating roofs, floating suction and skimmer systems, roof drain systems and floating roof seals.

- **Utility and Power Infrastructure**: delivers comprehensive construction, maintenance, upgrades and fabrication services for power generation facilities and power infrastructure systems for a variety of customers, including public and private utilities, energy producers and data center customers. We also deliver integrated EPC, fabrication, and upgrade services for LNG peak shaving facilities.

- **Process and Industrial Facilities**: delivers engineering, construction, maintenance, and repair services across diverse heavy industrial and energy transition markets, including midstream and downstream energy, chemicals, mining and minerals, renewable fuels, and hydrogen. We also engineer and construct highly specialized infrastructure, notably thermal vacuum test chambers for the aerospace and defense sectors.

Overview

Significant period to period changes in revenue, gross profits and operating results between fiscal 2026 and fiscal 2025 are discussed below on a consolidated basis and for each segment. A discussion of results of operations changes between fiscal 2025 and fiscal 2024 is included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Annual Report on Form 10-K for the year ended June 30, 2025, which was filed with the SEC on September 10, 2025.

Matrix Service Company
Results of Operations
(In thousands)

Operational Update

Effective July 1, 2026, Shawn P. Payne assumed the role of President and Chief Executive Officer. His appointment reflects the Board's commitment to improving performance and delivering sustainable growth and profitability.

While we believe Matrix is well positioned to benefit from significant investment across its core and emerging markets, the Company's historical results have not consistently reflected the strength of its capabilities, customer relationships, and market opportunities. To address this, Mr. Payne led the development and implementation of Matrix's **WIN, EXECUTE, DELIVER** strategic framework, which is designed to accelerate growth, strengthen project execution, enhance organizational efficiency, and deliver sustainable profitability.

Under his leadership, Matrix is focused on converting its competitive advantages into stronger financial performance, improved operational outcomes, and long-term shareholder value.

Under our **Win** strategy, we continue to focus on securing projects that align with our capabilities, experience, and demonstrated track record of execution. We are focused on growing and diversifying our revenue base through expansion into attractive end markets, broadening relationships with existing customers, and accelerating new customer acquisition efforts across North America. We are pursuing opportunities across our traditional energy and industrial infrastructure markets, including LNG and NGL storage and terminal infrastructure, while selectively expanding into attractive growth markets such as power generation, utility infrastructure, data center-related power infrastructure, and mining and minerals. We believe demand in these markets is supported by increasing domestic electricity demand, growth in data center development, investment in power generation and related infrastructure, and continued demand for critical minerals essential to energy, technology, defense, and AI-related infrastructure. We are also expanding our geographic reach across strategically important regions and pursuing additional construction-only opportunities that complement our full-service capabilities and broaden the range of project delivery models we offer customers. We believe these efforts, combined with our focus on strengthening existing customer relationships and expanding our customer base, contributed to fiscal 2026 revenue growth of 14% to $873.6 million compared to $769.3 million in fiscal 2025.

Under our **Execute** strategy, our focus remains on delivering projects safely, efficiently, and with a high degree of quality while strengthening profitability and operational performance. During fiscal 2026, we advanced a variety of initiatives designed to improve project execution and drive greater consistency across the enterprise, including enhancing project proposal and contracting discipline, strengthening project controls and change management processes, improving engineering and construction execution, reinforcing quality management systems, and further developing our safety culture and performance. We also continued efforts to streamline internal processes, refine organizational workflows, support continuous improvement initiatives across the enterprise, and reinforce accountability throughout the organization with a continued focus on execution, performance, and measurable outcomes. We believe these initiatives contributed to improved project outcomes and operating performance, as evidenced by an increase in gross margin to 7.3% in fiscal 2026 from 5.2% in fiscal 2025.

Under our **Deliver** strategy, we remain committed to converting profitable growth and operational improvements into sustainable value creation for shareholders. During fiscal 2026, we continued to benefit from actions taken to simplify the organization, streamline operations, and create a flatter and more efficient operating structure. These efforts contributed to a more efficient operating structure and improved performance across the enterprise. As a result, selling, general and administrative expenses declined 11% to $63.6 million in fiscal 2026 compared to $71.2 million in fiscal 2025. Combined with revenue growth and improved profitability, we believe these results demonstrate meaningful progress in executing our strategy, strengthening financial performance, and positioning the Company to pursue both organic and acquisition-related growth opportunities. Supported by a strong balance sheet and liquidity, we believe Matrix remains well positioned to create sustainable value for all stakeholders.

Backlog

We define backlog as the total dollar amount of revenue that we expect to recognize as a result of performing work that has been awarded to us through a signed contract, limited notice to proceed ("LNTP") or other type of assurance that we consider firm. The following arrangements are considered firm:

- fixed-price awards;
- minimum customer commitments on cost plus arrangements; and

- certain time and material arrangements in which the estimated value is firm or can be estimated with a reasonable amount of certainty in both timing and amounts.

For long-term maintenance contracts with no minimum commitments and other established customer agreements, we include only the amounts that we expect to recognize as revenue over the next 12 months. For arrangements in which we have received a LNTP, we include the entire scope of work in our backlog if we conclude that the likelihood of the full project proceeding has a high probability. For all other arrangements, we calculate backlog as the estimated contract amount less revenue recognized as of the reporting date. Backlog differs from the amount of our remaining performance obligations, which are described in Note 2 - Revenue in the notes to the audited consolidated financial statements. Differences are due primarily to the inclusion within our backlog of estimates of future revenue under long-term maintenance contracts; future revenue for the full scope of work for certain arrangements where we have received an LNTP; and future revenue for arrangements where we have received assurance that we consider firm, but the associated contract has not been fully executed.

The following table provides a summary of changes in our backlog for fiscal 2026:

	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities	Total
	(In thousands)			
Backlog as of June 30, 2025	$ 770,095	$ 346,384	$ 265,629	$ 1,382,108
Project awards	329,360	126,977	185,324	641,661
Other adjustment[2]	—	(44,239)	(152,720)	(196,959)
Revenue recognized	(458,296)	(283,390)	(131,946)	(873,632)
Backlog as of June 30, 2026	$ 641,159	$ 145,732	$ 166,287	$ 953,178
Book-to-bill ratio[1]	0.7x	0.4x	1.4x	0.7x

(1) Calculated by dividing project awards by revenue recognized.
(2) Previous project awards removed from backlog. During the first quarter of fiscal 2026, backlog was adjusted to reflect the removal of two projects. Backlog in the Utility and Power Infrastructure segment was impacted by the removal of an award originally added to backlog in the fourth quarter of fiscal 2025. Our unwillingness to accept an increased risk profile caused the client to change their award decision. Our backlog in the Process and Industrial Facilities segment was impacted by the removal of an award originally added to backlog in the third quarter of fiscal 2023. The project was removed from backlog as the ultimate customer is now planning to change the project execution and sourcing strategy for the project. While we ultimately may perform some of this work, we determined inclusion of the award in backlog was no longer appropriate.

In the Storage and Terminal Solutions segment, we booked $329.4 million of project awards during fiscal 2026. Project awards included a large award for the construction of the balance of plant supporting a dual service full containment storage tank, and an award for the construction of an LNG tank. This segment includes significant opportunities for storage infrastructure projects related to natural gas, LNG, ammonia, NGLs and other forms of low carbon energy. We believe LNG, NGLs and ammonia projects in particular will be key growth drivers for this segment. Bidding activity in these markets has been strong and we expect that to continue.

In the Utility and Power Infrastructure segment, we booked $127.0 million of project awards in fiscal 2026. Our opportunity pipeline for LNG peak shaving projects continues to be promising, with both greenfield facility projects as well as the projects for the upgrade, expansion, maintenance, and repair to existing infrastructure. The timing between the major greenfield and expansion awards can be extended due to client activity and bidding diligence. However, their addition to backlog is significant and we expect it to drive long-term sustainable growth in the segment. The smaller upgrade projects are key measures of our brand power and strength in the market, keeping key resources active while creating opportunities to strengthen execution and engineering teams. Power generation and delivery infrastructure opportunities are expected to be driven over the long-term by increasing electrical demand and the related electrical grid requirements associated with data centers and other demands. Project opportunities and bidding activity are strong across the segment.

In the Process and Industrial Facilities segment, we booked $185.3 million of project awards in fiscal 2026, including a major mining construction project in the western United States. We continue to see increasing opportunities in chemicals, renewable fuels, and refinery maintenance and turnarounds. Additionally, after an extended period of limited investment, activity in the U.S. non-ferrous mining sector has increased significantly, supported by demand growth in copper and higher gold prices, as well as policy initiatives related to critical minerals.

Project awards in all segments are cyclical and are typically the result of a sales process that can take several months or years to complete. It is common for awards to shift from one period to another as the timing of awards is dependent upon a number of factors including changes in market conditions, permitting, off take agreements, project financing and other factors. Backlog volatility may increase for some segments from time to time when individual project awards are less frequent, but more significant. There is an inherent lag between the time a project is awarded and when it begins to have a material impact on revenue. This lag can vary and can extend up to six months or longer in unique circumstances, depending on finalization of scopes, contracts, permits, and facility process requirements. Additionally, awards for larger construction projects may be recognized as revenue over a multi-year period as the projects may take a few years to complete. We expect to recognize approximately 79% of our total backlog reported as of June 30, 2026 as revenue within fiscal 2027.

Fiscal 2026 Versus Fiscal 2025

Consolidated Results of Operations

	Fiscal Years Ended June 30,		2026 v 2025	
	2026	2025	Change	%
	(In thousands)			
Revenue	$ 873,632	$ 769,286	$ 104,346	14 %
Cost of revenue	809,680	729,609	80,071	11 %
Gross profit	63,952	39,677	24,275	61 %
Selling, general and administrative expenses	63,607	71,173	(7,566)	(11)%
Restructuring costs and other	9,963	3,572	6,391	179 %
Operating loss	(9,618)	(35,068)	25,450	73 %
Other income (expense):				
Interest expense	(437)	(518)	81	16 %
Interest income	7,717	6,652	1,065	16 %
Other	114	(64)	178	(278)%
Loss before income tax expense	(2,224)	(28,998)	26,774	92 %
Provision (benefit) for federal, state and foreign income taxes	356	464	(108)	23 %
Net loss	$ (2,580)	$ (29,462)	$ 26,882	91 %

Revenue - The increase in overall revenue of $104.3 million, or 14%, was attributable to higher revenue volumes in our Storage and Terminal Solutions and Utility and Power Infrastructure segments, partially offset by lower revenue volumes in our Process and Industrial Facilities segment.

Gross profit - Gross profit during fiscal 2026 increased by $24.3 million, or 61%, compared to fiscal 2025. Gross margin of 7.3% for fiscal 2026 increased compared with gross margin of 5.2% for fiscal 2025. The increase in gross margin for the year is attributable to higher gross margins in our Storage and Terminal Solutions and Utility and Power Infrastructure segments, partially offset by lower margins in our Process and Industrial Facilities segment. Overall, gross margins during the year benefitted from strong project execution and improved overhead recovery.

Selling, general and administrative expenses - The decrease in selling, general and administrative ("SG&A") expenses of $7.6 million, or 11%, is due in part to cost reductions resulting from our organizational restructuring plan, which decreased salaries and wages expense as well as facilities costs. Stock compensation also decreased by $1.8 million, due in part to certain executive separations occurring during the third quarter of fiscal 2026. Additionally, SG&A decreased $1.8 million associated with the variable accounting for cash-settled stock-based compensation, primarily as a result of declines in our stock price.

Restructuring costs and other - The Company incurred $10.0 million of costs during fiscal 2026 related to organizational restructuring and other related costs. This included $3.6 million of expense related to the CEO and CFO transitions, as well as severance for other personnel and lease impairments for exited leases. See Part II, Item 8. Financial Statements and Supplementary Data, Note 14 - Restructuring Costs and Other, for more information about our organizational restructuring plan.

Interest income - The increase in interest income of $1.1 million is primarily due to an increase in our average cash balance during the year.

Provision for income taxes - Income tax expense for both fiscal 2026 and 2025 was insignificant. The effective tax rates during both periods were impacted by changes in valuation allowances of ($1.3) million and $6.5 million, respectively, placed on deferred tax asset changes during the fiscal years. We placed a valuation allowance on our deferred tax assets due to the existence of a cumulative loss over a three-year period. Currently, we place valuation allowances on newly generated deferred tax assets. We will realize the benefit associated with the deferred tax assets for which the valuation allowance has been provided as we generate taxable income.

Results of Operations by Business Segment

	Fiscal Years Ended June 30,		2026 v 2025	
	2026	**2025**	**Change**	**%**
Revenue		(In thousands)		
Storage and Terminal Solutions	$ 458,296	$ 365,891	$ 92,405	25 %
Utility and Power Infrastructure	283,390	248,691	34,699	14 %
Process and Industrial Facilities	131,946	154,704	(22,758)	(15)%
Total Revenue [(1)]	$ 873,632	$ 769,286	$ 104,346	14 %
[(1)] Total revenues are net of inter-segment revenues which are primarily Storage and Terminal Solutions and were $3.1 million for the year ended June 30, 2026.				
Gross profit (loss)				
Storage and Terminal Solutions	$ 27,871	$ 14,655	$ 13,216	90 %
Utility and Power Infrastructure	31,592	16,915	14,677	87 %
Process and Industrial Facilities	4,515	8,910	(4,395)	(49)%
Corporate	(26)	(803)	777	(97)%
Total Gross Profit	$ 63,952	$ 39,677	$ 24,275	61 %
Gross margin %				
Storage and Terminal Solutions	6.1 %	4.0 %	2.1 %	52.5 %
Utility and Power Infrastructure	11.1 %	6.8 %	4.3 %	63.2 %
Process and Industrial Facilities	3.4 %	5.8 %	(2.4)%	(41)%
Total gross margin %	7.3 %	5.2 %	2.1 %	40.4 %
Operating income (loss)				
Storage and Terminal Solutions	$ 3,131	$ (9,206)	$ 12,337	134 %
Utility and Power Infrastructure	20,348	3,834	16,514	431 %
Process and Industrial Facilities	(2,570)	479	(3,049)	(637)%
Corporate	(30,527)	(30,175)	(352)	(1)%
Total Operating Loss	$ (9,618)	— $ (35,068)	$ 25,450	73 %

Storage and Terminal Solutions

Storage and Terminal Solutions revenues increased by $92.4 million, or 25%, in fiscal 2026 compared to fiscal 2025, driven by an increased volume of work for specialty storage projects.

Storage and Terminal Solutions gross profit increased by $13.2 million, or 90%, in fiscal 2026 compared to fiscal 2025. The segment gross margin was 6.1% for fiscal 2026 compared to 4.0% for fiscal 2025. Higher revenue volumes improved overhead recovery. In addition, in the fourth quarter of fiscal 2025, we lowered our recovery expectations on a legacy project completed in fiscal 2021 that was in arbitration which resulted in a $6.4 million decrease to gross margin. The matter was fully resolved in fiscal 2026.

Utility and Power Infrastructure

Utility and Power Infrastructure revenues increased by $34.7 million, or 14%, in fiscal 2026 compared to fiscal 2025. The increase is primarily attributable to higher volumes of work for LNG peak shaving projects and power delivery work.

Utility and Power Infrastructure gross profit increased by $14.7 million, or 87%, in fiscal 2026 compared to fiscal 2025. The segment gross margin was 11.1% for fiscal 2026 compared to 6.8% in fiscal 2025, an increase of 4.3% due to strong project execution and improved construction overhead cost absorption as a result of higher revenues.

Process and Industrial Facilities

Process and Industrial Facilities revenues decreased by $22.8 million, or 15%, in fiscal 2026 compared to fiscal 2025. The decrease is primarily attributable to lower revenue volumes for refineries, thermal vacuum chambers, and industrial facilities.

Process and Industrial Facilities gross profit decreased by $4.4 million, or 49% in fiscal 2026 compared to fiscal 2025. The segment gross margin was 3.4% for fiscal 2026 compared to 5.8% for fiscal 2025. Gross margins decreased primarily due to mix of work.

Corporate

Unallocated corporate gross profit was $0.03 million during fiscal 2026 compared to a loss of $0.8 million in fiscal 2025, an increase of $0.8 million primarily due to a reduction in cost for certain support functions as a result of our organizational restructuring.

LIQUIDITY AND CAPITAL RESOURCES

Overview

We assess liquidity as the ongoing ability to pay our liabilities as they become due, fund business operations and meet all monetary contractual obligations. Our primary sources of liquidity at June 30, 2026 were unrestricted cash and cash equivalents on hand, capacity under our ABL Facility (see "ABL Credit Facility" in this Liquidity and Capital Resources section and See Part II, Item 8. Financial Statements and Supplementary Data, Note 5 - Debt, for more information), and cash generated from operations. Our primary operational uses of capital are expenditures to execute our projects, fund business operations and fulfill our contractual obligations. We believe that for at least the next 12 months, our cash position, anticipated cash generated by operating activities, along with our availability under the ABL Facility, is sufficient to support our operating requirements.

Unrestricted cash and cash equivalents at June 30, 2026 totaled $223.0 million and availability under the ABL Facility totaled $60.9 million, resulting in total liquidity of $283.9 million. During fiscal 2026, liquidity decreased by $0.6 million.

The following table provides a reconciliation of cash, cash equivalents and restricted cash in the Consolidated Balance Sheets to the total cash, cash equivalents and restricted cash shown in the Consolidated Statements of Cash Flows, as well as availability and total liquidity (in thousands):

	June 30, 2026	June 30, 2025
Total cash, cash equivalents and restricted cash	$ 247,966	$ 249,641
Less: Restricted cash	25,000	25,000
Unrestricted Cash	222,966	224,641
Availability under ABL Facility	60,910	59,815
Total Liquidity	$ 283,876	$ 284,456

The following table provides a summary of changes in our liquidity for the fiscal year ended June 30, 2026 (in thousands):

Liquidity at June 30, 2025	$	284,456
Cash provided by operating activities		6,907
Cash used by investing activities		(3,541)
Cash used by financing activities		(4,170)
Effect of exchange rate changes on cash		(871)
Increase in availability under ABL Facility		1,095
Liquidity at June 30, 2026	$	283,876

The following table provides a summary of changes in our liquidity for the fiscal year ended June 30, 2025 (in thousands):

Liquidity at June 30, 2024	$	169,603
Cash provided by operating activities		117,471
Cash used by investing activities		(7,445)
Cash used by financing activities		(1,040)
Effect of exchange rate changes on cash		40
Increase in availability under ABL Facility		5,827
Liquidity at June 30, 2025	$	284,456

Factors that routinely impact our short-term liquidity and may impact our long-term liquidity include:

- changes in costs and estimated earnings in excess of billings on uncompleted contracts and billings on uncompleted contracts in excess of costs due to contract terms that determine the timing of billings to customers and the collection of those billings:
  - some fixed-price customer contracts allow for upfront billings at the beginning of a project, which increases liquidity near term;
  - some cost-plus and fixed-price customer contracts are billed based on milestones which may increase or decrease liquidity in the near term depending on the timing of when we incur significant expenditures and when we collect from our customers;
  - time and material contracts are normally billed in arrears. Therefore, we are routinely required to carry these costs until they can be billed and collected; and
  - some of our large construction projects may require security in the form of significant retentions. Retentions are normally held until certain contractual milestones are achieved; therefore, collection may extend beyond one year;
- the mix of work can impact liquidity. In periods where fixed-price contracts comprise a larger portion of revenue, liquidity may increase depending on the timing of the billing schedule in relation to project cash outflows. In periods where time and material contracts comprise a larger portion of revenue, liquidity may decrease;
- other changes in working capital, including the timing of tax payments and refunds;
- release of contract retentions; and
- capital expenditures.

Other factors that may impact both short and long-term liquidity include:

- contract disputes;

- collection issues, including those caused by weak commodity prices, economic slowdowns or other factors which can lead to credit deterioration of our customers;
- borrowing constraints under our ABL Facility and maintaining compliance with all covenants contained in the ABL Facility;
- letters of credit. We have certain contracts with customers, and may have future contracts, that permit the customer to obtain, at the customer's expense, letters of credit as a form of security under the contract. Letters of credit reduce our borrowing availability under the Company's ABL Facility;
- acquisitions and disposals of businesses or assets; and
- purchases of shares under our stock buyback program.

ABL Credit Facility

We have an asset-based credit agreement, which was most recently amended on August 22, 2025 (as amended, the "ABL Facility"), with Bank of Montreal, as Administrative Agent, Swing Line Lender and a Letter of Credit Issuer. The maximum amount of loans under the ABL Facility is limited to $90.0 million. The ABL Facility's available borrowings may be increased by an amount not to exceed $15.0 million, subject to certain conditions, including obtaining additional commitments. The ABL Facility is intended to be used for working capital, capital expenditures, issuances of letters of credit and other lawful purposes. Our obligations under the ABL Facility are guaranteed by substantially all of our U.S. and Canadian subsidiaries and are secured by a first lien on all our assets under the ABL Facility. The ABL Facility matures, and any outstanding amounts become due and payable, on September 9, 2029.

The borrowing base is recalculated on a monthly basis and at June 30, 2026, our borrowing base was $65.4 million. We had no borrowings outstanding and $4.5 million in letters of credit outstanding, which resulted in availability of $60.9 million under the ABL Facility. Our borrowing base availability has ranged from $55.6 million to $65.0 million during fiscal 2026. Subsequent to June 30, 2026, we issued an additional $20.0 million project-related letter of credit. The letter of credit resulted in a release of $20.0 million of contract retention, which we collected in August 2026. For additional information regarding our ABL Facility, see Part II, Item 8. Financial Statements and Supplementary Data, Note 5 - Debt.

CASH FLOW ANALYSIS

The following table summarizes our changes in cash flow activities for the periods indicated (in thousands):

	Fiscal Years Ended June 30,	
	2026	2025
Cash flows provided by operating activities	$ 6,907	$ 117,471
Cash flows used by investing activities	(3,541)	(7,445)
Cash flows used by financing activities	(4,170)	(1,040)
Effect of exchange rate changes on cash	(871)	40
Change in cash and cash equivalents	(1,675)	109,026
Cash and cash equivalents at beginning of period	249,641	140,615
Cash and cash equivalents at end of period	$ 247,966	$ 249,641

Cash Flows Provided by Operating Activities

The following table summarizes the components of cash flows provided by operating activities for the periods indicated (in thousands):

	Fiscal Years Ended June 30,	
	2026	2025
Net loss	$ (2,580)	$ (29,462)
Loss (gain) on sale of property, plant and equipment	(606)	8
Depreciation and amortization	8,640	10,012
Stock-based compensation expense	7,145	8,904
Operating lease impairment due to restructuring	2,935	—
Other non-cash expenses	146	234
Cash effect of changes in operating assets and liabilities	(8,773)	127,775
Net cash provided by operating activities	$ 6,907	$ 117,471

The significant components of the $8.8 million cash effect of changes in operating assets and liabilities for the fiscal year ended June 30, 2026 are summarized as follows:

- Accounts receivable, excluding credit losses recognized during the period and including retention amounts classified as non-current, increased $11.3 million from fiscal 2025, which decreased cash flows from operating activities. The increases are primarily attributable to the timing of billings and collections. The increase in accounts receivable was partially offset by the collection of $19.5 million of accounts receivable associated with matters that had been in litigation.

- Costs and estimated earnings in excess of billings on uncompleted contracts ("CIE") decreased $0.5 million from fiscal 2025, which increased cash flows from operating activities. Billings on uncompleted contracts in excess of costs and estimated earnings ("BIE") decreased $23.6 million from fiscal 2025, which decreased cash flows from operating activities. CIE and BIE balances can experience significant fluctuations based on business volume and the timing of when job costs are incurred and the timing of customer billings and payments. Some fixed-price customer contracts allow for significant upfront billings at the beginning of a project, which increases liquidity near-term.
- Accounts payable increased by $27.7 million from fiscal 2025, which increased cash flows from operating activities. These operating liabilities can fluctuate based on business volumes, the timing of vendor payments; accruals; and other timing differences.
- Changes in other operating assets and liabilities decreased cash flows from operating activities by $2.1 million. These operating assets and liabilities can fluctuate based on business volumes and timing of certain cash receipts and payments.

The significant components of the $127.8 million change in operating assets and liabilities for the fiscal year ended June 30, 2025 include the following:

- Accounts receivable, excluding credit losses recognized during the period and including retention amounts classified as non-current, increased $48.8 million from fiscal 2024, which decreased cash flows from operating activities. The increases are primarily attributable to the timing of billing and collections.
- Costs and estimated earnings in excess of billings on uncompleted contracts ("CIE") decreased $4.1 million from fiscal 2024, which increased cash flows from operating activities. Billings on uncompleted contracts in excess of costs and estimated earnings ("BIE") increased $152.3 million from fiscal 2024, which increased cash flows from operating activities. CIE and BIE balances can experience significant fluctuations based on business volume and the timing of when job costs are incurred and the timing of customer billings and payments. Some fixed-price customer contracts allow for significant upfront billings at the beginning of a project, which increases liquidity near term.
- Accounts payable increased by $14.8 million from fiscal 2024, which increased cash flows from operating activities. These operating liabilities can fluctuate based on business volumes, the timing of vendor payments; accruals; and other timing differences.
- Changes in other operating assets and liabilities increased cash flows from operating activities by $5.3 million. These operating assets and liabilities can fluctuate based on business volumes and timing of certain cash receipts and payments.

Cash Flows Used by Investing Activities

Investing activities used $3.5 million and $7.4 million of cash in fiscal 2026 and fiscal 2025, respectively. Capital expenditures were $5.5 million and $7.7 million in fiscal 2026 and fiscal 2025, respectively. During fiscal 2026, we also received $1.9 million of proceeds from the sale of property, plant and equipment, primarily associated with our transmission and distribution service line which we began winding down in the fourth quarter of fiscal 2025.

Cash Flows Used by Financing Activities

Financing activities used $4.2 million and $1.0 million of cash in fiscal 2026 and fiscal 2025, respectively, primarily due to payments of $4.2 million and $1.2 million respectively, to satisfy tax withholding obligations associated with stock-based compensation.

Dividend Policy

We have never paid cash dividends on our common stock and the terms of our ABL Facility prohibit us from paying cash dividends. Any future dividend payments will depend on the terms of our ABL Facility, our financial condition, capital requirements and earnings as well as other relevant factors.

Stock Repurchase Program

We may repurchase common stock pursuant to the Stock Buyback Program, which was approved by the board of directors in November 2018. Under the program, the aggregate number of shares repurchased may not exceed 2,707,175 shares. We may repurchase our stock from time to time in the open market at prevailing market prices or in privately negotiated transactions and are not obligated to purchase any shares. The program will continue unless and until it is modified or revoked by the Board of Directors. We made no repurchases under the program during fiscal 2026. As of June 30, 2026, there were 1,349,037 shares available for repurchase under the Stock Buyback Program. The terms of our ABL Facility limit share repurchases to $2.5 million per fiscal year provided that we meet certain availability thresholds.

Material Cash Requirements from Contractual and Other Obligations

As of June 30, 2026, our short-term and long-term material cash requirements for known contractual and other obligations were as follows:

- Operating Leases: In the normal course of business, we lease real estate and equipment under various arrangements which are classified as operating leases. Future payments for such leases, excluding leases with initial terms of one year or less, were $22.9 million at June 30, 2026, with $5.4 million payable within the next 12 months. Refer to Part II. Item 8, Financial Statements, Note 8 - Leases, for more information about our lease obligations and the timing of expected future payments.

Off-Balance Sheet Arrangements and Other Commitments

We enter into certain off-balance sheet arrangements in the ordinary course of business that result in risks not directly reflected on our balance sheet. The following represents transactions, obligations or relationships that could be considered material off-balance sheet arrangements.

- Surety bonds: The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. Surety bonds expire at various times ranging from final completion of a project to a period extending beyond contract completion in certain circumstances. Such amounts can also fluctuate from period to period based upon the mix and level of our bonded operating activity. As of June 30, 2026, there were $237.2 million of surety bonds in force, of which we expect $226.3 million to expire within the next 12 months. Of the bonds in force, $214.5 million related to performance bonds for ongoing projects and the remainder related to contractor licensing, liens, and other bonds. We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

- Multiemployer pension plans: We contribute to a number of multiemployer defined benefit pension plans in the U.S. and Canada under the terms of collective-bargaining agreements that cover our union-represented employees, who are represented by more than 100 local unions. The related collective-bargaining agreements between those organizations and us, which specify the rate at which we must contribute to the multi-employer defined pension plan, expire at different times between 2026 and 2029. Benefits under these plans are generally based on compensation levels and years of service. Under federal legislation regarding multiemployer pension plans, in the event of a withdrawal from a plan or plan termination, companies are required to continue funding their proportionate share of such plan’s unfunded vested benefits. Withdrawal liabilities or requirements for increased future contributions could negatively impact our results of operations and liquidity. See Note 12 - Employee Benefit Plans for further discussion.

- Letters of credit: We issue letters of credit under our ABL Facility in the normal course of business to support workers' compensation insurance programs or certain construction contracts. As of June 30, 2026, we had $4.5 million of letters of credit outstanding. The letters of credit that support our workers’ compensation programs are expected to renew annually through the term of our credit facility. Subsequent to June 30, 2026, we issued an additional $20.0 million project-related letter of credit. The letter of credit resulted in a release of $20.0 million of contract retention, which we collected in August 2026.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The Company's accounting policies are more fully described in Note 1 of the Consolidated Financial Statements. As disclosed in Note 1, the preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions about future events that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ significantly from those estimates. The Company believes that the following discussion addresses the Company's most critical accounting policies, which are those that are most important to the portrayal of the Company's financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Revenue Recognition

Revenue for contracts that satisfy the criteria for over time recognition is recognized as the work progresses. The Company measures transfer of control of the performance obligation utilizing the percentage-of-completion method, which is based on costs incurred to date compared to the total estimated costs at completion, since it best depicts the transfer of control of assets being created or enhanced to the customer. Costs incurred may include direct labor, direct materials, subcontractor costs and indirect costs, such as salaries and benefits, supplies and tools, equipment costs and insurance costs. Indirect costs are charged to projects based upon direct costs and overhead allocation rates per dollar of direct costs incurred or direct labor hours worked.

Under the percentage-of-completion method, the use of estimated costs to complete each performance obligation is a significant variable in the process of determining recognized revenue and is a significant factor in the accounting for such performance obligations. Significant estimates that impact the cost to complete each performance obligation are materials, components, equipment, labor and subcontracts; labor productivity; schedule durations, including subcontractor or supplier progress; unpriced change orders; contract disputes including claims; achievement of contractual performance requirements; and contingencies, among others.

The cumulative impact of revisions in total cost estimates during the progress of work is reflected in the period in which these changes become known, including, to the extent required, the reversal of profit recognized in prior periods and the recognition of losses expected to be incurred on performance obligations in progress. Due to the various estimates inherent in contract accounting, actual results could differ from those estimates, which could result in material changes to the Company's Consolidated Financial Statements and related disclosures. See Part II, Item 8. Financial Statements and Supplementary Data, Note 2 - Revenue for further discussion.

Goodwill

Goodwill represents the excess of the purchase price of acquisitions over the acquisition date fair value of the net identifiable tangible and intangible assets acquired. In accordance with current accounting guidance, goodwill is not amortized and is tested at least annually for impairment at the reporting unit level, which is a level below our reportable segments.

We perform our annual impairment test in the fourth quarter of each fiscal year, or in between annual tests whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable, to determine whether an impairment exists and to determine the amount of headroom. We define "headroom" as the percentage difference between the fair value of a reporting unit and its carrying value excluding working capital. The goodwill impairment test involves comparing management's estimate of the fair value of a reporting unit with its carrying value, including goodwill. If the fair value of a reporting unit exceeds its carrying value, then goodwill is not impaired. If the fair value of a reporting unit is less than its carrying value, then goodwill is impaired to the extent of the difference, but the impairment may not exceed the balance of goodwill assigned to that reporting unit.

We utilize a discounted cash flow analysis, referred to as an income approach, and market multiples, referred to as a market approach, to determine the estimated fair value of our reporting units. For the income approach, significant judgments and assumptions including forecasted project awards, discount rate, anticipated revenue growth rate, gross margins, operating expenses, working capital needs and capital expenditures are inherent in the fair value estimates, which are based on our operating and capital budgets and on our strategic plan. As a result, actual results may differ from the estimates utilized in our income approach. For the market approach, significant judgments and assumptions include the selection of guideline companies, forecasted guideline company EBITDA (as defined in Note 4 - Goodwill and Other Intangible Assets) and our forecasted EBITDA (as defined in Note 4 - Goodwill and Other Intangible Assets). The use of alternate judgments and/or assumptions could result in a fair value that differs from our estimate and could result in the recognition of additional impairment charges in the financial statements. As a test for reasonableness, we also compare the combined fair values of our reporting units to our market capitalization.

We performed our annual goodwill impairment test as of May 31, 2026, which resulted in no impairment.

We considered the amount of headroom for each reporting unit when determining whether an impairment existed. The amount of headroom varies by reporting unit. Our significant assumptions, including revenue growth rates, gross margins, discount rate and other factors may change in the future based on the changing economic and competitive environment in which we operate. Assuming that all other components of our fair value estimate remain unchanged, a change in the following assumptions would have the following effect on headroom:

	Headroom Sensitivity Analysis				
	Goodwill as of June 30, 2026 (in thousands)	Baseline Headroom	Headroom if Revenue Growth Rate Declines by 100 Basis Points	Headroom if Gross Margin Declines by 100 Basis Points	Headroom if Discount Rate Increases by 100 Basis Points
Reporting Unit 1	$ 11,158	43%	33%	25%	30%
Reporting Unit 2	$ 8,080	521%	488%	415%	458%
Reporting Unit 3	$ 5,484	262%	243%	210%	238%
Reporting Unit 4	$ 4,156	391%	376%	333%	366%

Deferred Income Tax Assets

The Company regularly evaluates the need for valuation allowances related to deferred tax assets for which future realization is uncertain. The Company performs this evaluation quarterly. In assessing the realizability of deferred tax assets, it must consider whether it is more likely than not some portion, or all, of the deferred tax assets will not be realized. The Company considers all available evidence, both positive and negative, in determining whether a valuation allowance is required. Such evidence includes the scheduled reversal of deferred tax liabilities, projected future taxable income, taxable income in prior carryback years and tax planning strategies in making this assessment, and judgment is required in considering the relative weight of negative and positive evidence.

Loss Contingencies

Various legal actions, claims and other contingencies arise in the normal course of our business. Contingencies are recorded in the consolidated financial statements, or are otherwise disclosed, in accordance with ASC 450-20, “Loss Contingencies”. We use a case-by-case evaluation of the underlying data and update our evaluation as further information becomes known. Specific reserves are provided for loss contingencies to the extent we conclude that a loss is both probable and estimable. However, the results of litigation are inherently unpredictable and the possibility exists that the ultimate resolution of one or more of these matters could result in a material effect on our financial position, results of operations or liquidity.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our interest rate risk results primarily from our variable rate indebtedness under our ABL Facility and our cash and cash equivalents balance. Borrowings under the ABL Facility bear interest through maturity at a variable rate based upon, at our option, an annual rate of either a base rate ("Base Rate"), a Term SOFR, or at the Canadian Prime Rate, plus an applicable margin. The Term SOFR rate, whether for one-month or three-month tenor, is provided by a third party as defined in the ABL Facility ("Term SOFR Administrator"). The Term SOFR Administrator publishes a daily set of forward-looking interest rates for various tenors, provided that the Term SOFR cannot be below zero. The Base Rate is defined as a fluctuating interest rate equal to the greater of: (i) rate of interest announced by Bank of Montreal from time to time as its prime rate; (ii) the U.S. federal funds rate plus 0.50%; (iii) Term SOFR for one month period plus 1.00%; and (iv) 1.00%. Depending on the amount of average availability, the applicable margin is between 1.00% to 1.50% for Base Rate and Canadian Prime Rate borrowings, which includes either U.S. or Canadian prime rate, and between 2.00% and 2.50% for Term SOFR borrowings. As of June 30, 2026, no amounts were drawn on the credit facility. We also invest certain cash balances in highly liquid instruments classified as cash equivalents on our balance sheet, which generally earn interest income based upon prevailing interest rates. As of June 30, 2026, we held cash and cash equivalents, including restricted cash, of $248.0 million. At June 30, 2026, a 100-basis point (or 1%) increase or decrease in the interest rate would increase or decrease interest income by approximately $2.5 million per year. We have not incurred any credit risk losses related to deposits of our cash and cash equivalents.

Foreign Currency Risk

Historically, over 90% of our operating activities have been in the United States. However, we have subsidiaries with operations in Canada and South Korea, which use the Canadian Dollar and South Korean Won, respectively, as their functional currencies. We also have a subsidiary with operations in Australia, but its functional currency is the U.S. Dollar since its sales are primarily denominated in U.S. Dollars.

Historically, movements in the Canadian Dollar to U.S. Dollar exchange rate have not significantly impacted our results. Also, we do not expect exchange rate fluctuations in our South Korean and Australian operations to materially impact our financial results since these operations represent an insignificant portion of our consolidated revenue and expenses. However, further growth in our Canadian, South Korean and/or Australian operations and/or significant fluctuations in the Canadian Dollar, South Korean Won and/or Australian Dollar to U.S. Dollar exchange rates could impact our financial results in the future.

Management has not entered into derivative instruments to hedge foreign currency risk, but periodically evaluates the materiality of our foreign currency exposure. To mitigate our risk, on occasion we convert Canadian Dollar balances into U.S. Dollars to settle U.S. Dollar amounts owed by our Canadian operations. A 10% unfavorable change in the Canadian Dollar, South Korean Won, or Australian Dollar against the U.S. Dollar would not have had a material impact on our financial results for the fiscal year ended June 30, 2026.

Commodity Price Risk

We have no direct commodity exposure, but we do have exposure to materials derived from certain commodities including steel plate, steel pipe, and copper, which are key materials we use. Management has not entered into derivative instruments to manage commodity price risk. We mitigate risks associated with these exposures primarily by procuring materials upon contract execution to ensure that our purchase price approximates the costs included in the project estimate, and also by negotiating contract provisions that mitigate our exposure to fluctuations in materials costs. We have been proactive with managing our procurement processes to help reduce the impacts of rising materials prices on our business and to help ensure we continue to have the materials we need available. However, rising prices and the potential for materials shortages have created additional risk in bidding and executing work profitably.

Item 8. Financial Statements and Supplementary Data

Financial Statements of the Company

Financial Statement Schedules

The financial statement schedule is filed as a part of this report under Schedule II – Valuation and Qualifying Accounts for the three fiscal years ended June 30, 2026, June 30, 2025 and June 30, 2024 immediately following Notes to Consolidated Financial Statements. All other schedules are omitted because they are not applicable or the required information is shown in the financial statements, or notes thereto, included herein.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Matrix Service Company and its wholly-owned subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Internal control over financial reporting includes policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

All internal control systems, no matter how well designed, have inherent limitations and cannot provide absolute assurance that all objectives will be met. Internal control over financial reporting is a process that involves diligence and is subject to lapses in judgment and human error. Internal control over financial reporting can also be circumvented by collusion or management override of controls. Because of these limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of June 30, 2026. In making this assessment, the Company's management used the criteria established in *Internal Control—Integrated Framework (2013)* set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control-Integrated Framework.

Management's assessment included an evaluation of such elements as the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, overall control environment and information systems control environment. Based on this assessment, the Company's management has concluded that the Company's internal control over financial reporting as of June 30, 2026 was effective.

Deloitte & Touche LLP, an independent registered public accounting firm, has issued an attestation report on the effectiveness of the Company's internal control over financial reporting as of June 30, 2026. Deloitte & Touche LLP's report on the Company's internal control over financial reporting is included herein.

/s/ Shawn P. Payne	/s/ Kevin S. Cavanah
Shawn P. Payne	**Kevin S. Cavanah**
President and Chief Executive Officer	**Vice President and Chief Financial Officer**

September 3, 2026

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Matrix Service Company

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Matrix Service Company and subsidiaries (the "Company") as of June 30, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended June 30, 2026, of the Company and our report dated September 3, 2026, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
September 3, 2026

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Matrix Service Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Matrix Service Company and subsidiaries (the "Company") as of June 30, 2026 and 2025, the related consolidated statements of income, comprehensive income, cash flows, and changes in stockholders' equity, for each of the three years in the period ended June 30, 2026, and the related notes and the schedule listed in the Index at Item 8 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2026 and 2025, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2026, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of June 30, 2026, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated September 3, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue – Fixed Price Contracts – Refer to Notes 1 and 2 to the financial statements

Critical Audit Matter Description

The Company enters into contracts with customers to provide engineering, procurement, and fabrication and construction services, usually provided in association with capital projects, which commonly are fixed-price contracts and are billed based on project milestones. Revenue on performance obligations associated with fixed-price contracts is recognized over time since these services create or enhance assets the customer controls as they are being created or enhanced. The Company measures progress of satisfying these performance obligations by using the percentage-of-completion method, which is based on costs incurred to date compared to the total estimated costs at completion. Due to the nature of work left to be performed on many of the Company's contracts, the estimation of total cost at completion for fixed-price contracts is complex, subject to many variables and requires significant judgment. For the fiscal year ended June 30, 2026, revenue totaled $873.6 million, of which $682.9 million related to fixed-price contracts.

Given the significant judgment necessary to estimate total costs at completion for fixed-price contracts, auditing these estimates required extensive audit effort due to the volume and complexity of the fixed-price contracts and a high degree of auditor judgment when evaluating the results of audit procedures.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to estimated total costs at completion for fixed price contracts included the following, among others:

- We tested the effectiveness of controls over the recognition of revenue for fixed price contracts, including management's controls over estimates of total costs at completion.
- We evaluated the appropriateness and consistency of the methods and assumptions used by management to estimate total costs on fixed price contracts.
- We evaluated management's ability to accurately estimate contract costs by comparing current gross margin to historical gross margin for certain fixed price contracts.
- For certain fixed price contracts we performed the following:
    - Evaluated management's ability to estimate total costs at completion by performing corroborating inquiries with the Company's project managers and personnel involved with the selected contracts, including inquiries related to the timeline to completion and estimates of future costs to complete the contract.
    - Selected a sample of estimates of future costs to complete and evaluated management's estimates of total costs at completion by performing one of the following:
        - Comparing management's estimates to documents such as management's work plans, customer purchase orders, third-party invoices from suppliers, and subcontractor agreements.
        - Developing independent estimates of total costs at completion and compared our estimates to management's estimates. Our independent estimates were based on information such as management's work plans, customer purchase orders, third-party invoices from suppliers, subcontractor agreements, and similar historical project experience.

Goodwill – Certain Reporting Unit– Refer to Notes 1 and 4 to the financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of management's estimate of the fair value of each reporting unit to its carrying value. The estimated fair value of each reporting unit was derived primarily by utilizing a discounted cash flow analysis based on the Company's operating and capital budgets and strategic plan. Significant judgments and assumptions including the revenue growth rate, forecasted gross margins, and discount rate are inherent in the fair value estimates. The use of alternate judgments and/or assumptions could result in a fair value that differs from management's estimate and could result in the recognition of impairment charges in the financial statements.

The Company performed an annual goodwill impairment test as of May 31, 2026, which resulted in no impairment. One reporting unit, with a total of $11.2 million of goodwill as of June 30, 2026 was at higher risk of future impairment. The Company's total goodwill was $28.9 million as of June 30, 2026.

We identified goodwill for one reporting unit with $11.2 million of goodwill as a critical audit matter because of the significant judgments made by management to estimate the fair value of this reporting unit. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the revenue growth rate, forecasted gross margins, and discount rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the revenue growth rate, forecasted gross margins, and the discount rate used by management to estimate the fair value of the identified reporting unit included the following, among others:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the identified reporting unit, as well as controls related to management's forecasted revenue growth rate and gross margins, and selected discount rate.
- We evaluated management's ability to accurately forecast the revenue growth rate and future gross margins by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's revenue growth rate and forecasted gross margins by comparing the forecasts to:
  - Historical revenue growth and gross margins.
  - Internal communications to management and the Board of Directors, including other forward-looking estimates prepared or used by management for other accounting estimates.
  - Remaining performance obligations.
  - Information included in Company press releases as well as in analyst and industry reports for the Company and certain of its peer companies and in industry outlooks.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology and (2) the discount rate, including testing the source information underlying the determination of the discount rate, testing the mathematical accuracy of the calculation, and developing a range of independent estimates and comparing those to the discount rate selected by management.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
September 3, 2026

We have served as the Company's auditor since 2006.

Matrix Service Company
Consolidated Statements of Income
(In thousands, except per share data)

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
Revenue	$ 873,632	$ 769,286	$ 728,213
Cost of revenue	809,680	729,609	687,740
Gross profit	63,952	39,677	40,473
Selling, general and administrative expenses	63,607	71,173	70,085
Restructuring costs and other	9,963	3,572	501
Operating loss	(9,618)	(35,068)	(30,113)
Other income (expense):			
Interest expense	(437)	(518)	(1,130)
Interest income	7,717	6,652	1,339
Other (Note 3)	114	(64)	4,892
Loss before income tax expense (benefit)	(2,224)	(28,998)	(25,012)
Provision (benefit) for federal, state and foreign income taxes	356	464	(36)
Net loss	$ (2,580)	$ (29,462)	$ (24,976)
Basic loss per common share	$ (0.09)	$ (1.06)	$ (0.91)
Diluted loss per common share	$ (0.09)	$ (1.06)	$ (0.91)
Weighted average common shares outstanding:			
Basic	28,295	27,769	27,379
Diluted	28,295	27,769	27,379

See accompanying notes

Matrix Service Company
Consolidated Statements of Comprehensive Income
(In thousands)

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
Net loss	$ (2,580)	$ (29,462)	$ (24,976)
Other comprehensive income (loss), net of tax:			
Foreign currency translation gain (loss)	(1,405)	132	(766)
Comprehensive loss	$ (3,985)	$ (29,330)	$ (25,742)

See accompanying notes

Matrix Service Company
Consolidated Balance Sheets
(In thousands)

Assets	**June 30, 2026**	**June 30, 2025**
Current assets:		
Cash and cash equivalents	$ 222,966	$ 224,641
Accounts receivable, net of allowance for credit losses	171,955	154,994
Costs and estimated earnings in excess of billings on uncompleted contracts	29,231	29,764
Inventories	6,190	5,917
Income taxes receivable	82	110
Prepaid expenses and other current assets	4,278	4,347
Assets held for sale (Note 3)	948	—
Total current assets	435,650	419,773
Restricted cash	25,000	25,000
Property, plant and equipment, net	36,261	42,097
Operating lease right-of-use assets	14,849	17,827
Goodwill	28,878	29,047
Other intangible assets, net of accumulated amortization	—	555
Other assets, non-current (Note 2)	61,967	65,957
Total assets	$ 602,605	$ 600,256

See accompanying notes

Matrix Service Company
Consolidated Balance Sheets (continued)
(In thousands, except share data)

	June 30, 2026	June 30, 2025
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 108,722	$ 80,453
Billings on uncompleted contracts in excess of costs and estimated earnings	299,947	323,593
Accrued wages and benefits	19,158	18,961
Accrued insurance	4,447	5,310
Operating lease liabilities	4,363	4,441
Other accrued expenses	5,779	3,617
Total current liabilities	442,416	436,375
Deferred income taxes	22	25
Operating lease liabilities	15,094	16,986
Other liabilities, non-current	3,218	4,154
Total liabilities	460,750	457,540
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Common stock—0.01 par value; 60,000,000 shares authorized; 28,133,850 shares issued and outstanding as of June 30, 2026; 27,888,217 shares issued and 27,610,486 shares outstanding as of June 30, 2025, respectively	281	279
Additional paid-in capital	150,483	149,969
Retained earnings	1,899	4,479
Accumulated other comprehensive loss	(10,808)	(9,403)
Treasury stock, at cost; 0 and 277,731 shares as of June 30, 2026 and June 30, 2025;	—	(2,608)
Total stockholders' equity	141,855	142,716
Total liabilities and stockholders' equity	$ 602,605	$ 600,256

See accompanying notes

Matrix Service Company
Consolidated Statements of Cash Flows
(In thousands)

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
Operating activities:			
Net loss	$ (2,580)	$ (29,462)	$ (24,976)
Adjustments to reconcile net loss to net cash provided by operating activities			
Depreciation and amortization	8,640	10,012	11,023
Stock-based compensation expense	7,145	8,904	7,745
Operating lease impairment due to restructuring	2,935	—	—
Loss (gain) on disposal of property, plant and equipment (Note 3)	(606)	8	(4,923)
Other	146	234	1,362
Changes in operating assets and liabilities increasing (decreasing) cash:			
Accounts receivable, net of allowance for credit losses	(11,296)	(48,796)	(12,077)
Costs and estimated earnings in excess of billings on uncompleted contracts	533	4,129	10,995
Inventories	(273)	2,922	(1,402)
Other assets and liabilities	(2,398)	(2,309)	3,897
Accounts payable	27,747	14,814	(10,385)
Billings on uncompleted contracts in excess of costs and estimated earnings	(23,646)	152,285	85,872
Accrued expenses	560	4,730	5,440
Net cash provided by operating activities	6,907	117,471	72,571
Investing activities:			
Capital expenditures	(5,483)	(7,685)	(6,994)
Proceeds from sales of property, plant and equipment (Note 3)	1,942	240	6,049
Net cash used by investing activities	(3,541)	(7,445)	(945)
Financing activities:			
Advances under asset-backed credit facility	—	—	10,000
Repayments of advances under asset-backed credit facility	—	—	(20,000)
Payment of debt amendment fees	(149)	—	(100)
Proceeds from issuance of common stock under employee stock purchase plan	202	195	184
Payments related to tax withholding for stock-based compensation	(4,223)	(1,235)	(456)
Net cash used by financing activities	(4,170)	(1,040)	(10,372)
Effect of exchange rate changes on cash	(871)	40	(451)
Net increase (decrease) in cash and cash equivalents	(1,675)	109,026	60,803
Cash, cash equivalents, and restricted cash, beginning of period (Note 1)	249,641	140,615	79,812
Cash, cash equivalents, and restricted cash, end of period (Note 1)	$ 247,966	$ 249,641	$ 140,615
Supplemental disclosure of cash flow information:			
Cash paid (received) during the period for:			
Income taxes	$ 312	$ 328	$ (165)
Interest	$ 378	$ 395	$ 880
Non-cash investing and financing activities:			
Purchases of property, plant and equipment on account	$ 129	$ 130	$ 140

See accompanying notes

Matrix Service Company
Consolidated Statements of Changes in Stockholders' Equity
(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock		Total
	Shares	Amount				Shares	Amount	
June 30, 2023	27,888,217	$ 279	$ 140,810	$ 58,917	$ (8,769)	840,899	$ (9,753)	$ 181,484
Net loss	—	—	—	(24,976)	—	—	—	(24,976)
Other comprehensive loss	—	—	—	—	(766)	—	—	(766)
Issuance of restricted stock	—	—	(3,868)	—	—	(297,026)	3,868	—
Treasury shares sold to employee stock purchase plan	—	—	(74)	—	—	(19,775)	258	184
Treasury shares repurchased to satisfy tax withholding obligations	—	—	—	—	—	55,324	(456)	(456)
Stock-based compensation expense	—	—	7,745	—	—	—	—	7,745
Modification of liability-classified awards (Note 10)	—	—	967	—	—	—	—	967
June 30, 2024	27,888,217	279	145,580	33,941	(9,535)	579,422	(6,083)	164,182
Net loss	—	—	—	(29,462)	—	—	—	(29,462)
Other comprehensive income	—	—	—	—	132	—	—	132
Issuance of restricted stock	—	—	(4,537)	—	—	(408,406)	4,537	—
Treasury shares sold to employee stock purchase plan	—	—	22	—	—	(17,148)	173	195
Treasury shares repurchased to satisfy tax withholding obligations	—	—	—	—	—	123,863	(1,235)	(1,235)
Stock-based compensation expense	—	—	8,904	—	—	—	—	8,904
June 30, 2025	27,888,217	279	149,969	4,479	(9,403)	277,731	(2,608)	142,716
Net loss	—	—	—	(2,580)	—	—	—	(2,580)
Other comprehensive loss	—	—	—	—	(1,405)	—	—	(1,405)
Issuance of restricted stock	231,950	2	(6,805)	—	—	(274,578)	2,580	(4,223)
Shares issued related to employee stock purchase plan	13,683	—	174	—	—	(3,153)	28	202
Stock-based compensation expense	—	—	7,145	—	—	—	—	7,145
June 30, 2026	28,133,850	$ 281	$ 150,483	$ 1,899	$ (10,808)	—	$ —	$ 141,855

See accompanying notes

Matrix Service Company

Notes to Consolidated Financial Statements

Note 1— Business, Basis of Presentation and Significant Accounting Policies

Business

Matrix Service Company and its subsidiaries (“Matrix”, the “Company”, or “we”) provide engineering, fabrication, construction, and maintenance services to support critical energy infrastructure and industrial markets. We maintain regional offices throughout the United States, Canada and other international locations, and operate through separate union and non-union subsidiaries in the United States, Canada, South Korea and Australia.

Our reportable segments are Storage and Terminal Solutions, Utility and Power Infrastructure, and Process and Industrial Facilities, see Note 13 - Segment Information.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States and include the accounts of Matrix Service Company and its subsidiaries, all of which are wholly owned. Intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. We believe the most significant estimates and judgments are associated with revenue recognition, the recoverability tests that must be periodically performed with respect to our goodwill, deferred tax assets, and the estimation of loss contingencies, including liabilities associated with litigation. Actual results could materially differ from those estimates.

Significant Accounting Policies

Revenue Recognition

General Information about our Contracts with Customers

Our revenue comes from contracts to provide engineering, procurement, fabrication and construction, repair and maintenance and other services. Our engineering, procurement and fabrication and construction services are usually provided in association with construction projects, which are commonly fixed-price contracts that are billed based on project milestones. Our repair and maintenance services typically are cost reimbursable or time and material based contracts and are billed monthly or, for projects of short duration, at the conclusion of the project. The elapsed time from award to completion of performance may exceed one year for construction projects.

Step 1: Contract Identification

We do not recognize revenue unless we have identified a contract with a customer. A contract with a customer exists when it has approval and commitment from both parties, the rights and obligations of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability is probable. We also evaluate whether a contract should be combined with other contracts and accounted for as a single contract. This evaluation requires judgment and could change the timing of the amount of revenue and profit recorded for a given period.

Step 2: Identify Performance Obligations

Next, we identify each performance obligation in the contract. A performance obligation is a promise to provide a distinct good or service or a series of distinct goods or services to the customer. Revenue is recognized separately for each performance obligation in the contract. Many of our contracts have one clearly identifiable performance obligation. However, many of our contracts provide the customer an integrated service that includes two or more of the following services: engineering, procurement, fabrication, construction, repair and maintenance services. For these contracts, we do not consider the integrated services to be distinct within the context of the contract when the separate scopes of work combine into a single commercial objective or capability for the customer. Accordingly, we generally identify one performance obligation in our contracts. The determination of the number of performance obligations in a contract requires significant judgment and could change the timing of the amount of revenue recorded for a given period.

Step 3: Determine Contract Price

After determining the performance obligations in the contract, we determine the contract price. The contract price is the amount of consideration we expect to receive from the customer for completing the performance obligation(s). In a fixed-price contract, the contract price is a single lump-sum amount. In reimbursable and time and materials based contracts, the contract price is determined by the agreed upon rates or reimbursements for time and materials expended in completing the performance obligation(s) in the contract.

A number of our contracts contain various cost and performance incentives and penalties that can either increase or decrease the contract price. These variable consideration amounts are generally earned or incurred based on certain performance metrics, most commonly related to project schedule or cost targets.

Contracts are often modified through change orders, which are changes to the agreed upon scope of work. Most of our change orders are for goods or services that are not distinct from the existing contract due to the significant integration of services provided in the context of the contract and are accounted for as if they were part of that existing contract. The effect of a change order on the contract price and our measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. Unpriced change orders represent one of the most common forms of variable consideration included within contract value and typically represent contract modifications for which a change in scope has been authorized or acknowledged by our customer but the final adjustment to contract price is yet to be negotiated.

Sometimes we seek claims for amounts in excess of the contract price for delays, errors in specifications and designs, contract terminations, change orders in dispute or other causes of additional costs incurred by us. Recognition of amounts as additional contract price related to claims is appropriate only if there is a legal basis for the claim. The determination of our legal basis for a claim requires significant judgment.

We estimate variable consideration at the most likely amount of additional consideration to be received (or paid in the case of penalties), provided that meeting the variable condition is probable. We include estimated amounts of variable consideration in the contract price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in the contract price are based largely on an assessment of our anticipated performance and all information (historical, current and forecasted) that is reasonably available to us. In estimating the transaction price for unpriced change orders and claims, we consider all relevant facts, including documented correspondence with the customer regarding acknowledgement of and/or agreement with the modification, as well as historical experience with the customer or similar contractual circumstances. We reassess the amount of variable consideration each accounting period until the uncertainty associated with the variable consideration is resolved. Changes in the assessed amount of variable consideration are accounted for prospectively as a cumulative adjustment to revenue recognized in the current period.

Step 4: Assign Contract Price to Performance Obligations

After determining the contract price, we assign such price to the performance obligation(s) in the contract. If a contract has multiple performance obligations, we assign the contract price to each performance obligation based on the stand-alone selling prices of the distinct services that comprise each performance obligation.

Step 5: Recognize Revenue as Performance Obligations are Satisfied

We record revenue for contracts with our customers as we satisfy the contracts' performance obligations. We recognize revenue on performance obligations associated with fixed-price contracts for engineering, procurement, fabrication and construction services over time since these services create or enhance assets the customer controls as they are being created or enhanced. We measure progress of satisfying these performance obligations by using the cost-to-cost input method, which measures our percentage-of-completion of our performance obligations based on costs incurred to date compared to the total estimated costs at completion. We believe this method best depicts the transfer of control of assets being created or enhanced to the customer.

We recognize revenue over time for reimbursable and time and material based repair and maintenance contracts since the customer simultaneously receives and consumes the benefit of those services as we perform work under the contract. As a practical expedient allowed under the revenue accounting standards, we record revenue for these contracts in the amount to which we have a right to invoice for the services performed provided that we have a right to consideration from the customer in an amount that corresponds directly with the value of the performance completed to date.

Costs incurred may include direct labor, direct materials, subcontractor costs and indirect costs, such as salaries and benefits, supplies and tools, equipment costs and insurance costs. Indirect costs are charged to projects based upon direct costs and overhead allocation rates per dollar of direct costs incurred or direct labor hours worked. Typically, customer contracts will include standard warranties that provide assurance that products and services will function as expected. We do not sell separate warranties. Accordingly, these types of warranties are not considered to be separate performance obligations, but any costs incurred or expected to be incurred in connection with these warranties are included in contract costs.

We have numerous contracts that are in various stages of completion which require estimates to determine the forecasted costs at completion. Due to the nature of the work left to be performed on many of our contracts, the estimation of total cost at completion for fixed-price contracts is complex, subject to many variables and requires significant judgment. Estimates of total cost at completion are made each period and changes in these estimates are accounted for prospectively as cumulative adjustments to revenue recognized in the current period. If estimates of costs to complete fixed-price contracts indicate a loss, a provision is made through a contract write-down for the total loss anticipated.

Cash, Cash Equivalents and Restricted Cash

We include as cash equivalents all highly liquid investments with original maturities of three months or less which are readily convertible into cash. We have cash on deposit at June 30, 2026 with banks in the United States, Canada, South Korea and Australia in excess of Federal Deposit Insurance Corporation ("FDIC"), Canada Deposit Insurance Corporation ("CDIC"), Korea Deposit Insurance Corporation ("KDIC") and Financial Claims Scheme ("FCS") protection limits, respectively. The United States Dollar equivalent of Canadian, South Korean and Australian deposits totaled $7.7 million as of June 30, 2026.

The ABL Facility requires us to maintain a minimum of $25.0 million of restricted cash at all times. Since this cash must be restricted through the maturity date of the ABL Facility, which is beyond one year, we have classified this restricted cash as non-current in our Consolidated Balance Sheets. The following table provides a reconciliation of cash, cash equivalents and restricted cash in the Consolidated Balance Sheets to the total cash, cash equivalents and restricted cash shown in the Consolidated Statements of Cash Flows (in thousands):

	June 30, 2026	June 30, 2025
Cash and cash equivalents	$ 222,966	224,641
Restricted cash	25,000	25,000
Total cash, cash equivalents and restricted cash	$ 247,966	$ 249,641

Accounts Receivable

Accounts receivable are carried on a gross basis, less the allowance for credit losses. We estimate the allowance for credit losses based on relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amount. In addition, specific allowance amounts are established to record the appropriate provision for customers that have a higher probability of default. Our customers consist primarily of major integrated oil companies, independent refiners and marketers, power companies, petrochemical companies, pipeline companies, mining companies, contractors and engineering firms. We are exposed to the risk of individual customer defaults or depressed cycles in our customers' industries. To mitigate this risk, many of our contracts require payment as projects progress or advance payment in some circumstances. In addition, in most cases we can place liens against the property, plant or equipment constructed or terminate the contract if a material contract default occurs. Accounts are written off against the allowance for credit losses only after all reasonable collection attempts have been exhausted. The provision for credit losses was $5 thousand, $0.1 million, and $3 thousand in fiscal 2026, 2025, and 2024 respectively. The allowance for credit losses was $0.3 million and $0.3 million as of June 30, 2026 and 2025, respectively.

Retentions

Some of our large construction projects may require security in the form of significant retentions. Contract retention represents an unconditional right to cash that is normally held by the customer until a certain time has passed, which is generally marked by certain contractual milestones, typically at or near the end of a project. Contract retentions expected to be collected within one year are included within Accounts Receivable in the Consolidated Balance Sheets. Contract retentions collectible beyond one year are included in Other assets, non-current.

Loss Contingencies

Various legal actions, claims and other contingencies arise in the normal course of our business. Contingencies are recorded in the consolidated financial statements, or are otherwise disclosed, in accordance with ASC 450-20, “Loss Contingencies”. Specific reserves are provided for loss contingencies to the extent we conclude that a loss is both probable and estimable. We use a case-by-case evaluation of the underlying data and update our evaluation as further information becomes known. Costs incurred for litigation are expensed as incurred.

Inventories

Inventories consist primarily of steel plate and pipe, and aluminum coil and extrusions. Cost is determined primarily using the average cost method and inventories are stated at the lower of cost or net realizable value.

Property, Plant and Equipment

Property, plant and equipment consists primarily of construction equipment and are recorded at cost. See Note 3 - Property, Plant and Equipment for more information.

Capitalization Policy

Expenditures that materially extend the useful life, increase capacity, or improve the efficiency of an asset are capitalized, and routine maintenance and repairs are expensed as incurred. Assets not yet placed into service are included in construction in progress and are not depreciated until placed into service.

Depreciation

Depreciation is calculated using the straight-line method over the following ranges of estimated useful service lives, in years:

	Estimated Useful Service Lives
	(years)
Buildings	40
Construction equipment	3-15
Transportation equipment	3-5
Office equipment and software	3-10
Leasehold Improvements	Shorter of lease term or useful life

Leases

We enter into lease arrangements for real estate, construction equipment and information technology equipment in the normal course of business. We determine if an arrangement is or contains a lease at inception of the arrangement. An arrangement is determined to be a lease if it conveys the right to control the use of identified property and equipment for a period of time in exchange for consideration. Operating lease right-of-use assets are recognized as the present value of future lease payments over the lease term as of the commencement date, plus any lease payments made prior to commencement, and less any lease incentives received. Operating lease liabilities are recognized as the present value of the future lease payments over the lease term as of the commencement date. Operating lease expense is recognized based on the undiscounted future lease payments over the remaining lease term on a straight-line basis. Leases with an initial term of twelve months or less are not recorded on the balance sheet; costs for these leases are recognized on a straight-line basis over the lease term.

Some of our lease agreements contain non-lease components, such as common area maintenance for our real estate leases, which are accounted for separately. Many of our leases include base rental periods coupled with options to renew or terminate the lease, generally at our discretion. Certain leases additionally include options to purchase the leased asset. In evaluating the lease term, we consider whether we are reasonably certain to exercise such options. We consider various factors, including economic incentives, intent, past history and business need, to determine the likelihood that a renewal option will be exercised. However, based on the nature of our lease agreements, options generally do not provide us with a significant economic incentive and are therefore excluded from the lease term for the majority of our arrangements. Our lease agreements do not contain significant residual value guarantees or material restrictive covenants. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments.

Determinations with respect to lease term (including any renewals and terminations), incremental borrowing rate used to discount lease payments, variable lease expense and future lease payments require the use of judgment based on the facts and circumstances related to each lease.

Right-of-use assets are evaluated for impairment in accordance with our policy for impairment of long-lived assets.

Impairment of Long-Lived Assets

We evaluate long-lived assets for impairment when events or changes in circumstances indicate, in management's judgment, that the carrying value of such assets used in operations may not be recoverable. The determination of whether an impairment has occurred is based on management's estimate of undiscounted future cash flows attributable to the assets as compared to the carrying value of the assets. If an impairment has occurred, the amount of the impairment recognized is determined by estimating the fair value of the assets and, to the extent the carrying value exceeds the fair value of the assets, recording a loss provision.

For assets identified to be disposed of in the future, the carrying value of the assets are compared to the estimated fair value less the cost of disposal to determine if an impairment has occurred. Until the assets are disposed of, an estimate of the fair value is redetermined when related events or circumstances change.

Goodwill

Goodwill represents the excess of the purchase price of acquisitions over the acquisition date fair value of the net identifiable tangible and intangible assets acquired. In accordance with current accounting guidance, goodwill is not amortized and is tested at least annually for impairment at the reporting unit level, which is a level below our reportable segments.

We perform our annual impairment test in the fourth quarter of each fiscal year, or in between annual tests whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable, to determine whether an impairment exists and to determine the amount of headroom. We define "headroom" as the percentage difference between the fair value of a reporting unit and its carrying value. The goodwill impairment test involves comparing management's estimate of the fair value of a reporting unit with its carrying value, including goodwill. If the fair value of a reporting unit exceeds its carrying value, then goodwill is not impaired. If the fair value of a reporting unit is less than its carrying value, then goodwill is impaired to the extent of the difference, but the impairment may not exceed the balance of goodwill assigned to that reporting unit.

We utilize a discounted cash flow analysis, referred to as an income approach, and market multiples, referred to as a market approach, to determine the estimated fair value of our reporting units. For the income approach, significant judgments and assumptions including forecasted project awards, discount rate, anticipated revenue growth rate, gross margins, operating expenses, working capital needs and capital expenditures are inherent in the fair value estimates, which are based on our operating and capital budgets and on our strategic plan. As a result, actual results may differ from the estimates utilized in our income approach. For the market approach, significant judgments and assumptions include the selection of guideline companies, forecasted guideline company EBITDA (as defined in Note 4 - Goodwill and Other Intangible Assets) and our forecasted EBITDA (as defined in Note 4 - Goodwill and Other Intangible Assets). The use of alternate judgments and/or assumptions could result in a fair value that differs from our estimate and could result in the recognition of additional impairment charges in the financial statements. As a test for reasonableness, we also consider the combined fair values of our reporting units to our market capitalization.

Other Intangible Assets

Intangible assets that have finite useful lives are amortized by the straight-line method over their useful lives ranging from 6 years to 15 years. A finite intangible asset is considered impaired when its carrying amount is not recoverable and exceeds the asset's fair value. The carrying amount is deemed unrecoverable if it is greater than the sum of undiscounted cash flows expected to result from use and eventual disposition of the asset. An impairment loss is equal to the excess of the carrying amount over the fair value of the asset. If quoted market prices are not available, the fair values of the intangible assets are based on present values of expected future cash flows or royalties avoided using discount rates commensurate with the risks involved.

Stock-Based Compensation

We have issued time-based and market-based restricted stock unit awards under our long-term incentive compensation plans. We have issued time-based awards that are equity-settled and time-based awards that are cash-settled. The fair value of time-based awards is based on the value of our common stock at the grant date. The fair value of market-based awards is based on several factors, including the probability that the market condition specified in the grant will be achieved, which is calculated using a Monte Carlo model. Cash-settled time-based awards must be settled in cash and are accounted for as liability-type awards and are remeasured at the end of each reporting period at fair value until settlement. For all awards, expense is recognized using the straight-line method over the requisite service period with forfeitures recorded as they occur. Stock-based compensation expense related to market-based awards is expensed at their grant date fair value regardless of performance.

Income Taxes

We use the asset and liability approach for financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances based on our judgments and estimates are established when necessary to reduce deferred tax assets to the amount expected to be realized in future operating results. Our estimates are based on facts and circumstances in existence as well as interpretations of existing tax regulations and laws applied to the facts and circumstances. Therefore, we estimate and provide for amounts of additional income taxes that may be assessed by the various taxing authorities.

We account for uncertain tax positions using a “more-likely-than-not” threshold for recognizing and resolving uncertain tax positions. The evaluation of uncertain tax positions is based on factors that include changes in tax law, the measurement of tax positions taken or expected to be taken in tax returns, the effective settlement of matters subject to audit, new audit activity and changes in facts or circumstances related to a tax position. We evaluate uncertain tax positions on a quarterly basis and adjust the level of the liability to reflect any subsequent changes in the relevant facts surrounding the uncertain positions.

Foreign Currency

The functional currencies of our operations in Canada, South Korea and Australia are the Canadian Dollar, South Korean Won and U.S. Dollar, respectively. The functional currency of our Australian operations is the U.S. Dollar since its sales are primarily denominated in that currency. For subsidiaries with operations using a foreign functional currency, assets and liabilities are translated at the period-end exchange rates and the income statement accounts are translated at average exchange rates throughout the year. Translation gains and losses are reported in Accumulated Other Comprehensive Loss, net of tax, in the Consolidated Statements of Changes in Stockholders’ Equity and in Other Comprehensive Loss in the Consolidated Statements of Comprehensive Income. Translation gains and losses are reversed from Accumulated Other Comprehensive Loss and are recognized in current period income in the event we dispose of an entity with accumulated translation gains or losses. Transaction gains and losses are reported as a component of Other income (expense) in the Consolidated Statements of Income.

Accounting Standards Adopted in 2026

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which expands disclosures in an entity's income tax rate reconciliations table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. The Company adopted this ASU prospectively as of and for the year ended June 30, 2026. See Note 6 - Income Taxes for additional information.

Accounting Standards Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, Income Statement Reporting Comprehensive Income Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, requiring companies to provide more detailed and organized disclosures of their expenses. Disclosures will include disaggregation of expense captions presented on the face of the income statement into specific categories, such as purchases of inventory, employee compensation, and costs related to depreciation and amortization. The new requirements will take effect for annual reporting periods beginning after December 15, 2026 (fiscal 2028) and for interim periods within fiscal years beginning after December 15, 2027 (fiscal 2029), with early adoption permitted. Adoption of this ASU will result in additional disclosure, but will not impact the Company's consolidated financial position, results of operations or cash flows.

Other accounting pronouncements issued but not effective until after June 30, 2026 are not expected to have a material impact on the Company's consolidated financial position, results of operations, or cash flows.

Note 2 – Revenue

Remaining Performance Obligations

We had $863.3 million of remaining performance obligations yet to be satisfied as of June 30, 2026. We expect to recognize approximately $667.0 million of our remaining performance obligations as revenue within the next twelve months.

Contract Balances

Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones or predetermined schedules. Billings do not necessarily correlate with revenue recognized over time using the percentage-of-completion method. As a result, we carry contract assets and liabilities in our balance sheet. These contract assets and liabilities are calculated on a contract-by-contract basis and are classified as current. We present our contract assets in the balance sheet as Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts ("CIE"). CIE consists of revenue recognized in excess of billings. We present our contract liabilities in the balance sheet as Billings on Uncompleted Contracts in Excess of Costs and Estimated Earnings ("BIE"). BIE consists of billings in excess of revenue recognized. The following table provides information about CIE and BIE:

	June 30, 2026	June 30, 2025	Change
		(In thousands)	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 29,231	$ 29,764	$ (533)
Billings on uncompleted contracts in excess of costs and estimated earnings	(299,947)	(323,593)	23,646
Net contract liabilities	$ (270,716)	$ (293,829)	$ 23,113

The difference between the beginning and ending balances of our CIE and BIE primarily results from the timing of revenue recognized relative to our billings. The amount of revenue recognized during the fiscal year ended June 30, 2026 that was included in the prior period BIE balance was $318.9 million.

Progress billings in accounts receivable at June 30, 2026 and June 30, 2025 included retentions to be collected within one year of $68.2 million and $29.0 million, respectively. Contract retentions collectable beyond one year are included in Other assets, non-current in the Consolidated Balance Sheets and totaled $56.1 million and $61.5 million as of June 30, 2026 and June 30, 2025, respectively.

Unpriced Change Orders and Claims

Costs and estimated earnings in excess of billings on uncompleted contracts included revenues for unpriced change orders and claims of $8.1 million and $11.4 million at June 30, 2026 and 2025, respectively. The amounts ultimately realized may be different than the recorded amounts resulting in adjustments to future earnings. Generally we expect collection of amounts related to unpriced change orders and claims within twelve months. However, customers may not pay these amounts until final resolution of related claims, which may extend beyond one year.

Disaggregated Revenue

Revenue disaggregated by reportable segment is presented in Note 13 - Segment Information. The following series of tables presents revenue disaggregated by geographic area where the work was performed and by contract type:

Geographic Disaggregation	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
	(In thousands)		
United States	$ 828,132	$ 719,388	$ 662,449
Canada	38,424	41,228	56,420
Other international	7,076	8,670	9,344
Total Revenue	$ 873,632	$ 769,286	$ 728,213

Contract type disaggregation	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
	(In thousands)		
Fixed-price contracts	$ 682,893	$ 560,717	$ 455,548
Time and materials and other cost reimbursable contracts	190,739	208,569	272,665
Total Revenue	$ 873,632	$ 769,286	$ 728,213

Revisions in Estimates

We recognize changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in a prior period. Changes in contract estimates may also result in the reversal of previously recognized revenue if the current estimate differs from the previous estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, we recognize the total loss in the period it is identified.

During fiscal 2026, based on an evaluation of projects that had revisions to total estimated costs or anticipated contract value that individually resulted in a change to gross profit in excess of $1.0 million, we recognized a reduction of gross profit of $4.8 million.

During fiscal 2025, lower than anticipated labor productivity on a crude terminal project in the Storage and Terminal Solutions segment resulted in a $5.1 million reduction of gross profit during the fiscal year. This project was completed in early fiscal 2026. Additionally, we lowered our recovery expectations on a legacy project completed in fiscal 2021 that was in arbitration which resulted in a $6.4 million reduction in revenue. The matter was fully resolved in fiscal 2026.

Note 3 - Property, Plant and Equipment

The following table presents the components of our property, plant and equipment, net at June 30, 2026 and 2025:

	June 30, 2026	June 30, 2025	Estimated Useful Lives (in years)
	(In thousands)		
Property, plant and equipment			
Land	$ 4,852	$ 5,160	
Buildings	15,524	15,477	40
Construction equipment	78,923	78,395	3-15
Transportation equipment	32,005	38,362	3-5
Office equipment and software	30,865	30,590	3-10
Leasehold improvements	17,718	17,521	Shorter of lease term or useful life
Finance lease	32	32	
Construction in progress	655	2,869	
Total property, plant and equipment	180,574	188,406	
Accumulated depreciation	(144,313)	(146,309)	
Property, plant and equipment, net	$ 36,261	$ 42,097	

Depreciation expense totaled $8.1 million, $8.9 million, and $9.6 million in fiscal 2026, 2025 and 2024, respectively.

As of June 30, 2026, we classified $0.9 million of property, plant and equipment as held for sale. The assets include primarily transportation equipment associated with our transmission and distribution service line in the Utility and Power Infrastructure segment. We began winding down this service line in the fourth quarter of fiscal 2025. We expect to sell the remaining equipment during fiscal 2027.

During fiscal 2024, we sold a previously utilized facility in Burlington, Ontario for $2.7 million in net proceeds, which resulted in a gain of $2.5 million. We closed this previously utilized facility because it was no longer strategic to the future of the business.

During fiscal 2024, we also sold a facility in Catoosa, Oklahoma for $2.7 million in net proceeds, which resulted in a gain of $2.0 million. The facility was previously utilized for our industrial cleaning business, which was sold in fiscal 2023. The gains from these asset sales were included in Other income in the Consolidated Statements of Income.

During fiscal 2024, we purchased a facility in Bakersfield, California for $4.1 million to replace a facility that was being leased.

Note 4 - Goodwill and Other Intangible Assets

Goodwill

The changes in the carrying amount of goodwill by segment are as follows:

	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities	Total
	(In thousands)			
Net balance at June 30, 2023	$ 19,397	$ 4,239	$ 5,484	$ 29,120
Translation adjustment[1]	(64)	(33)	—	(97)
Net balance at June 30, 2024	19,333	4,206	5,484	29,023
Translation adjustment[1]	16	8	—	24
Net balance at June 30, 2025	19,349	4,214	5,484	29,047
Translation adjustment[1]	(112)	(57)	—	(169)
Net balance at June 30, 2026	$ 19,237	$ 4,157	$ 5,484	$ 28,878

(1) The translation adjustments relate to the periodic translation of Canadian Dollar and South Korean Won denominated goodwill recorded as a part of prior acquisitions in Canada and South Korea, in which the local currency was determined to be the functional currency.

We performed our annual goodwill impairment test as of May 31, 2026, which resulted in no impairment. The fiscal 2026 test indicated that one reporting unit with $11.2 million of goodwill as of June 30, 2026 was at higher risk of future impairment. If our view of project opportunities or gross margins deteriorates, particularly for the higher risk reporting unit, then we may be required to record an impairment of goodwill. The estimated fair value of each reporting unit was derived by utilizing a discounted cash flow analysis and market multiples of projected EBITDA. EBITDA is defined as earnings before interest expense, interest income, taxes, depreciation and amortization. The key assumptions used are described in Note 1 - Business, Basis of Presentation and Significant Accounting Policies.

Other Intangible Assets

Our other intangible assets were fully amortized as of June 30, 2026. Information on the carrying value of other intangible assets as of June 30, 2025 is as follows:

		June 30, 2025		
	Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
	(Years)	(In thousands)		
Intellectual property	10	$ 130	$ (122)	$ 8
Customer based	9 to 15	11,144	(10,597)	547
Total other intangible assets		$ 11,274	$ (10,719)	$ 555

Amortization expense totaled $0.6 million, $1.1 million, and $1.4 million in fiscal 2026, 2025, and 2024, respectively.

Note 5 - Debt

On September 9, 2021, the Company and our primary U.S. and Canada operating subsidiaries entered into an asset-based credit agreement, which was most recently amended on August 22, 2025 (as amended, the "ABL Facility"), with Bank of Montreal, as Administrative Agent, Swing Line Lender and a Letter of Credit Issuer. The maximum amount of loans under the ABL Facility is limited to $90.0 million. The ABL Facility's available borrowings may be increased by an amount not to exceed $15.0 million, subject to certain conditions, including obtaining additional commitments. The ABL Facility is intended to be used for working capital, capital expenditures, issuances of letters of credit and other lawful purposes. Our obligations under the ABL Facility are guaranteed by substantially all of our U.S. and Canadian subsidiaries and are secured by a first lien on all our assets under the ABL Facility. The ABL Facility matures, and any outstanding amounts become due and payable, on September 9, 2029.

The maximum amount that we may borrow under the ABL Facility is subject to a borrowing base, which is based on restricted cash plus a percentage of the value of certain accounts receivable, inventory and equipment, reduced for certain reserves. We are required to maintain a minimum of $25.0 million of restricted cash at all times, but such amounts are also included in the borrowing base. The borrowing base is recalculated on a monthly basis and at June 30, 2026, our borrowing base was $65.4 million. During 2026, the Company had no outstanding borrowings under the ABL Facility. The Company had $4.5 million in letters of credit outstanding as of June 30, 2026, which resulted in availability of $60.9 million under the ABL Facility. Our borrowing base availability has ranged from $55.6 million to $65.0 million during fiscal 2026. Subsequent to June 30, 2026, we issued an additional $20.0 million project-related letter of credit. The letter of credit resulted in a release of $20.0 million of contract retention, which we collected in August 2026.

Borrowings under the ABL Facility bear interest through maturity at a variable rate based upon, at our option, an annual rate of either a base rate (“Base Rate”), a Term Secured Overnight Financing Rate ("Term SOFR"), or at the Canadian Prime Rate, plus an applicable margin. The Term SOFR rate, whether for one-month or three-month tenor, is provided by a third party as defined in the ABL Facility ("Term SOFR Administrator"). The Term SOFR Administrator publishes a daily set of forward-looking interest rates for various tenors, provided that the Term SOFR cannot be below zero. The Base Rate is defined as a fluctuating interest rate equal to the greater of: (i) rate of interest announced by Bank of Montreal from time to time as its prime rate; (ii) the U.S. federal funds rate plus 0.50%; (iii) Term SOFR for one month period plus 1.00%; and (iv) 1.00%. Depending on the amount of average availability, the applicable margin is between 1.00% and 1.50% for Base Rate and Canadian Prime Rate borrowings, which includes either U.S. or Canadian prime rate, and between 2.00% and 2.50% for Term SOFR borrowings. Interest is payable either (i) monthly for Base Rate or Canadian Prime Rate borrowings or (ii) the last day of the interest period for Term SOFR borrowings, as set forth in the ABL Facility. The fee for undrawn amounts is 0.25% per annum and is due quarterly.

The ABL Facility contains customary conditions to borrowings, events of default and covenants, including, but not limited to, covenants that limit our ability to sell assets, engage in mergers and acquisitions, incur, assume or permit to exist additional indebtedness and guarantees, create or permit to exist liens, pay cash dividends, issue equity instruments, make distribution or redeem or repurchase capital stock. In the event that our availability is less than the greater of (i) $13.5 million and (ii) 15.00% of the commitments under the ABL Facility then in effect, a consolidated Fixed Charge Coverage Ratio of at least 1.00 to 1.00 must be maintained. We were in compliance with all covenants of the ABL Facility as of June 30, 2026.

Note 6 - Income Taxes

Sources of Pretax Income (Loss)	Fiscal Years Ended		
	June 30, 2026	**June 30, 2025**	**June 30, 2024**
	(In thousands)		
Domestic	$ (198)	$ (26,917)	$ (27,119)
Foreign	(2,026)	(2,081)	2,107
Total	$ (2,224)	$ (28,998)	$ (25,012)

Components of the Provision for Income Tax Expense (Benefit)	Fiscal Years Ended		
	June 30, 2026	**June 30, 2025**	**June 30, 2024**
	(In thousands)		
Current:			
Federal	$ 39	$ 91	$ (80)
State	63	354	44
Foreign	254	19	—
Current Total	356	464	(36)
Deferred Total	—	—	—
Total	$ 356	$ 464	$ (36)

Our effective tax rate on pre-tax income (loss) for the year ended June 30, 2026 differed from the statutory U.S. federal income tax rate of 21% as a result of the following, presented after prospectively adopting ASU 2023-09:

Reconciliation Between the Expected Income Tax Provision Applying the Domestic Federal Statutory Tax Rate and the Reported Income Tax Provision	Fiscal Year Ended June 30, 2026	
	Amount	**Percent**
	(In thousands)	
Tax provision at statutory U.S. federal income tax rate	$ (467)	21.0 %
State income taxes, net of federal benefit [1]	50	(2.2)%
Foreign tax effects		
Canada		
Foreign income tax	154	(6.9)%
Return to provision	91	(4.1)%
Valuation allowance	120	(5.4)%
Statutory rate difference	(20)	0.9 %
Australia		
Statutory rate difference	(47)	2.1 %
Valuation allowance	231	(10.4)%
Other	145	(6.5)%
Effect of cross-border tax laws	(28)	1.3 %
Tax credits		
Research & development credit	(820)	36.9 %
U.S. Foreign tax credit	(238)	10.7 %
Changes in valuation allowances	(1,296)	58.3 %
Nontaxable or nondeductible items		
Officer compensation	1,605	(72.2)%
Meals and entertainment	953	(42.9)%
Excess tax expense (benefit) on stock-based compensation	118	(5.3)%
Other adjustments, net	(195)	8.7 %
Income tax provision	$ 356	(16.0)%

[1] State taxes in New Jersey, Pennsylvania, and Virginia made up the majority of state income tax.

The following table presents the Reconciliation Between the Expected Income Tax Provision Applying the Domestic Federal Statutory Tax Rate and the Reported Income Tax Provision for the years ended June 30, 2025 and 2024, prior to the adoption of ASU 2023-09:

	Fiscal Years Ended	
	June 30, 2025	June 30, 2024
	(In thousands)	
Expected benefit for federal income taxes at the statutory rate	$ (6,089)	$ (5,253)
State income taxes, net of federal benefit	(716)	(2,065)
Charges without tax benefit, net of non-taxable income	1,042	384
Change in valuation allowance	6,472	8,542
Excess tax expense (benefit) on stock-based compensation	1,063	(61)
Research and development and other tax credits	(952)	(1,299)
Foreign tax differential	88	388
Change in uncertain tax positions	—	(81)
Other	(444)	(591)
Provision (benefit) for federal, state and foreign income taxes	$ 464	$ (36)

The following table presents income taxes paid, net of refunds, for the year ended June 30, 2026, presented prospectively after the adoption of ASU 2023-09:

	Fiscal Year Ended June 30, 2026
	(In thousands)
Federal	$ 22
State	
Other	52
Foreign	
Canada	138
Other	100
Total	$ 312

The following table presents income taxes paid, net of refunds, for the years ended June 30, 2025 and 2024, prior to the adoption of ASU 2023-09:

	Fiscal Years Ended	
	June 30, 2025	June 30, 2024
	(In thousands)	
Income taxes paid (received), net of refunds	$ 328	$ (165)

Significant Components of our Deferred Tax Assets and Liabilities

	June 30, 2026	June 30, 2025
	(In thousands)	
Deferred tax assets:		
Accruals and reserves	$ 684	$ 2,267
Bad debt reserve	66	65
Insurance reserve	945	971
Net operating loss benefit and credit carryforwards	38,696	32,043
Accrued compensation and pension	1,138	1,487
Stock compensation expense on nonvested restricted stock units	2,274	3,353
Book over tax amortization	2,324	4,033
Research and development capitalization	11,385	14,882
Foreign currency translation and other	1,251	1,271
Total deferred tax assets	58,763	60,372
Valuation allowance	(54,768)	(55,973)
Deferred tax assets, net	3,995	4,399
Deferred tax liabilities:		
Tax over book depreciation	3,826	3,920
Other	191	504
Total deferred tax liabilities	4,017	4,424
Net deferred tax liability	$ (22)	$ (25)

Valuation Allowance

Due to the existence of a cumulative loss over a three-year period, we recorded a full valuation allowance against our deferred tax assets beginning in fiscal 2022 and have recorded additional valuation allowances against newly generated deferred tax assets in subsequent years through fiscal 2026. These assets are primarily comprised of federal net operating losses, which have an indefinite carryforward, federal tax credits and state net operating losses. To the extent we generate taxable income in the future, or cumulative losses are no longer present and our future projections for growth or tax planning strategies are demonstrated, we will recognize the benefit associated with the net operating losses for which the valuation allowance has been provided.

Operating Loss and Tax Credit Carryforwards

We have net operating loss carryforwards and tax credit carryforwards in federal, state and foreign jurisdictions. The valuation allowance at June 30, 2026 and June 30, 2025 reduces the recognized tax benefit of these carryforwards to an amount that is more likely than not to be realized. The gross carryforwards will generally expire as shown below for each jurisdiction:

Operating Loss and Tax Credit Carryforwards	Expiration Period	Amount (in thousands)	
Federal net operating loss	Indefinite	$	61,719
Federal tax credits	June 2041 to June 2046	$	6,876
Federal foreign tax credits	June 2035	$	253
State net operating losses	June 2027 to indefinite	$	145,402
State tax credits	June 2032 to indefinite	$	774
Foreign net operating losses	June 2029 to indefinite	$	35,109
Foreign tax credits	June 2035 to June 2046	$	652

Other

In general, it is our practice and intention to reinvest the earnings of our foreign subsidiaries in our foreign operations. We do not provide for outside basis differences under the indefinite reinvestment assertion of ASC 740-30.

We file tax returns in multiple domestic and foreign taxing jurisdictions. With a few exceptions, we are no longer subject to examination by taxing authorities through fiscal 2021. At June 30, 2026, we updated our evaluation of our open tax years in all known jurisdictions. As of June 30, 2026, we have no liability for unrecognized tax positions.

Note 7 - Commitments and Contingencies

We are party to various legal actions, claims and other contingencies that arise in the ordinary course of business. These actions typically seek, among other things, compensation for alleged workers' compensation claims, personal injury claims, and contract disputes, some of which may be subject to certain insurance coverage. With respect to all such matters, we record a loss when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. In addition, we disclose matters for which management believes a material loss is at least reasonably possible.

Litigation

In 2020, we commenced litigation in the United States District Court for the Northern District of Ohio, Western Division (Matrix North American Construction, Inc. v. Pro-Tec Coating Company, LLC, Case No. 3:20-cv-00084-JZ) in an effort to collect an account receivable from an iron and steel customer on a reimbursable contract following the deterioration of the relationship. In connection with our suit, the customer filed certain counterclaims against us. In September 2023, a jury returned a verdict in our favor and awarded us the full contract balance. We received full payment of the remaining amount owed of $16.8 million in the second quarter of fiscal 2024.

In April 2022, we filed an arbitration demand against Keyera Energy, Inc. in an effort to collect outstanding balances related to a crude oil storage project. In response, the customer filed certain counterclaims against us. We received an interim award in

January 2026 and a final award in April 2026 resolving all claims and awarding attorneys' fees to us as the prevailing party. After application of insurance coverages, we collected $15.1 million for amounts owed on the project and reimbursement of attorneys' fees incurred. We received payment in the fourth quarter of fiscal 2026.

In late fiscal 2023, after numerous attempts to collect outstanding receivables for construction services on a mining and minerals facility, we filed a notice of default for lack of payment of outstanding balances, and in early fiscal 2024, we filed a lien on the facility. The customer, 5E Boron Americas, LLC, responded by commencing litigation against us on July 17, 2023 in the United States District Court for the Central District of California, Eastern Division (5E Boron Americas, LLC v. Matrix Service Inc., Case No. 5:23-cv-01396-CV(DTBx)). We denied all claims and filed a countersuit against the customer for failure to pay amounts due. In the third quarter of fiscal 2026, to avoid future legal costs associated with this matter, we entered into a settlement and received payment of $4.3 million.

On July 10, 2026, we were served with two complaints filed in the Superior Court of the State of Washington alleging certain employment claims for unpaid wages and violations of Washington statutes addressing moonlighting restrictions for low-wage employees, and nondisclosure and non-disparagement provisions in employment agreements (Malachi Ridley v. Matrix Service Inc., No. 26-2-01375-37 and Malachi Ridley v. Matrix Service Inc., No. 26-2-01384-1). The complaints were filed by an individual that was employed by Matrix Service Inc. between March 2024 and April 2024, but each complaint seeks class certification. We believe we have substantial legal defenses to class certifications and the claims presented. Additionally, certain claims asserted in the complaints may be subject to insurance coverage. Damages for the claims, if any, have not yet been quantified. Any potential losses associated with this matter cannot be estimated at this time.

We and our subsidiaries are participants in various other legal actions. Assessing the eventual outcome of litigation involves forward-looking speculation as to judgment being made by arbitrators, judges, juries and appellate courts in the future. The results of litigation are inherently unpredictable; however, based upon information presently available, and in light of legal and other factual defenses available to the Company, management does not believe that such other known legal actions will have a material adverse effect on our financial position, results of operations or liquidity.

Insurance Reserves

We maintain insurance coverage for various aspects of our operations. However, we retain exposure to potential losses through the use of deductibles, self-insured retentions and coverage limits.

Typically, our contracts require us to indemnify our customers for injury, damage or loss arising from the performance of our services and provide warranties for materials and workmanship. We may also be required to name the customer as an additional insured up to the limits of insurance available. We generally require our subcontractors to indemnify us and our customer and name us as an additional insured for activities arising out of the subcontractors’ work. We also require certain subcontractors to provide additional insurance policies, including surety bonds in favor of us, to secure the subcontractors’ work or as required by the subcontract.

There can be no assurance that our insurance and the additional insurance coverage provided by our subcontractors will fully protect us against a valid claim or loss under the contracts with our customers.

We establish reserve accruals for claims using a combination of actuarially determined estimates and case-by-case evaluations of the underlying claim data and update our evaluations as further information becomes known. Judgments and assumptions are inherent in our reserve accruals; as a result, changes in assumptions or claims experience could result in changes to these estimates in the future. If actual results of claim settlements are different than the amounts estimated, we may be exposed to future gains and losses that could be material.

Bonding

Many customers, particularly in connection with new construction, require the Company to post performance and payment bonds. These bonds provide a guarantee that the Company will perform under the terms of a contract and pay its subcontractors and vendors. In certain circumstances, the customer may demand that the surety make payments or provide services under the bond, and the Company must reimburse the surety for any expenses or outlays it incurs. As of June 30, 2026, the Company is not aware of any outstanding material obligations for payments related to bond obligations. However, to the extent future reimbursements are required, the amounts could be material and could adversely affect the Company’s consolidated business, financial condition, results of operations and cash flows.

Letters of credit

We issue letters of credit under our ABL Facility to support workers' compensation programs. In addition, from time to time, certain customers require the Company to post letters of credit to ensure payment of subcontractors and vendors and guarantee performance under contracts. Such letters of credit are issued under our ABL Facility. Each letter of credit commits the issuer to pay specified amounts to the holder of the letter of credit if the holder claims that the Company has failed to perform specified actions. If this were to occur, the Company would be required to reimburse the lender under the ABL Facility. Depending on the circumstances of such a reimbursement, the Company may also be required to record a charge to earnings for the reimbursement. The Company is not aware of any claims currently asserted or threatened under any of these letters of credit that are material, individually or in the aggregate. However, to the extent payment is required for any such claims, the amount paid could be material and could adversely affect the Company’s consolidated business, financial condition, results of operations and cash flows.

Note 8 - Leases

We enter into lease arrangements for real estate, construction equipment and information technology equipment in the normal course of business. Real estate leases accounted for most of our right-of-use assets as of June 30, 2026. Most real estate and information technology equipment leases generally have fixed payments that follow an agreed upon payment schedule and have remaining lease terms ranging from less than a year to 10 years. Construction equipment leases generally have "month-to-month" lease terms that automatically renew as long as the equipment remains in use.

The components of lease expense in the Consolidated Statements of Income are as follows:

		Fiscal Years Ended		
		June 30, 2026	June 30, 2025	June 30, 2024
Lease expense	**Location of Expense in Consolidated Statements of Income**	(In thousands)		
Operating lease expense	Cost of revenue and selling, general and administrative expenses	$ 4,673	$ 5,167	$ 5,994
Short-term lease expense(1)	Cost of revenue	29,721	20,932	21,414
Total lease expense		$ 34,394	$ 26,099	$ 27,408

(1) Primarily represents the lease expense of construction equipment that is subject to month-to-month rental agreements with expected rental durations of less than one year.

The future undiscounted lease payments, as reconciled to the discounted operating lease liabilities presented in our Consolidated Balance Sheets, were as follows:

	June 30, 2026
Maturity Analysis:	(In thousands)
Fiscal 2027	$ 5,428
Fiscal 2028	5,040
Fiscal 2029	4,279
Fiscal 2030	3,272
Fiscal 2031	2,530
Thereafter	2,310
Total future operating lease payments	22,859
Imputed interest	(3,402)
Net present value of future lease payments	19,457
Less: current portion of operating lease liabilities	4,363
Non-current operating lease liabilities	$ 15,094

The following is a summary of the weighted-average remaining operating lease term and weighted-average discount rate:

	Fiscal Years Ended	
	June 30, 2026	June 30, 2025
	(In thousands)	
Weighted-average remaining lease term (in years)	4.9 years	5.2 years
Weighted-average discount rate	6.7 %	6.7 %

Cash flow information related to leases is as follows:

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
	(In thousands)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating lease payments	$ 5,733	$ 5,444	$ 5,761
Right-of-use assets obtained in exchange for lease liabilities:			
Operating leases	$ 2,341	$ 2,490	$ 1,956

Note 9 - Stockholders' Equity

Preferred Stock

We have 5.0 million shares of preferred stock authorized, none of which was issued or outstanding at June 30, 2026 or June 30, 2025.

Stock Repurchase Program

We may repurchase common stock pursuant to the Stock Buyback Program, which was approved by the board of directors in November 2018. Under the program, the aggregate number of shares repurchased may not exceed 2,707,175 shares. We may repurchase our stock from time to time in the open market at prevailing market prices or in privately negotiated transactions and are not obligated to purchase any shares. The program will continue unless and until it is modified or revoked by the Board of Directors. We made no repurchases under the program in fiscal 2026. The terms of our ABL Facility limit share repurchases to $2.5 million per fiscal year provided that we meet certain availability thresholds. There were 1,349,037 shares available for repurchase under the November 2018 Program as of June 30, 2026.

Treasury Shares

In addition to the stock buyback program, we may withhold shares of common stock to satisfy the tax withholding obligations upon vesting of an employee's restricted stock units. We withheld 123,850 and 55,324 shares of common stock during fiscal 2025, and 2024, respectively, to satisfy these obligations. These shares were returned to our pool of treasury shares. During fiscal 2026, we utilized remaining treasury shares in connection with equity awards under our incentive plans and for sales to the Employee Stock Purchase Plan. We had no treasury shares as of June 30, 2026.

Note 10 - Stock-Based Compensation

Plan Information

In November 2020, our stockholders approved the Matrix Service Company 2020 Stock and Incentive Compensation Plan (the "2020 Plan"), which provides stock-based and cash-based incentives for officers, directors and other key employees. Stock options, restricted stock, restricted stock units, stock appreciation rights, performance shares and cash-based awards can be issued under this plan. Upon approval of the 2020 Plan, the 2018 Stock and Incentive Compensation Plan ("2018 Plan") was frozen. The 2020 Plan was amended in November 2025 to increase the maximum authorized shares under the plan by 1,025,000 shares, increasing the total authorized shares under the 2020 Plan from 3,975,000 to 5,000,000 shares.

Awards totaling 5,000,000 shares have been authorized under the 2020 Plan, as amended. There were 3,115,864 shares available for grant under the amended 2020 Plan as of June 30, 2026.

Equity-settled Restricted Stock Units

We have issued equity-settled restricted stock units under the following types of arrangements:

- Time-based awards—Employee awards generally vest in four equal annual installments beginning one year after the grant date. The award agreements contain a provision that accelerates the service period for retirement eligible participants and participants that become retirement eligible during the vesting period and who elect to retire more than one year after the date of the award. The award is forfeited if retirement occurs before the first anniversary of the award. Settlement still occurs on the normal vesting schedules. Director awards vest one year after the grant date.

- Market-based awards—These awards are in the form of performance units which vest 3 years after the grant date only if our common stock achieves certain levels of total shareholder return when compared to the total shareholder return of a peer group of companies as selected by the Compensation Committee of the Board of Directors. The payout can range from zero to 200% of the original award depending on the Company's relative total shareholder return during the performance period.

All awards under the 2020 Plan vest upon the death or disability of the participant or upon a change of control of the Company, provided that the successor company fails to assume or replace the awards in connection with that change of control event. If the successor company does assume the awards, then vesting of the awards will be accelerated in the event of an involuntary termination or other material adverse event that occurs in connection with or following the change of control.

Equity-settled time-based restricted stock unit activity for the fiscal year ended June 30, 2026 is as follows:

	Units	Weighted Average Grant Date Fair Value per Unit
Balance at June 30, 2025	759,981	$ 8.89
Units granted	294,271	15.14
Units vested and released	(321,978)	9.07
Units canceled	(119,486)	11.54
Balance at June 30, 2026	612,788	$ 11.24

The balance of equity-settled time-based restricted stock units included 288,901 and 301,901 units as of June 30, 2026 and 2025, respectively, that were fully expensed but not yet settled, primarily associated with retirement eligible participants.

There were 357,496 and 412,976 equity-settled time-based restricted stock units granted in fiscal 2025 and 2024 with weighted average grant date fair values of $10.20 and $8.51 per share, respectively. There were 305,556 and 297,026 equity-settled time-based restricted stock units that vested and were released in fiscal 2025 and 2024 with weighted average grant date fair values of $8.85 and $9.40 per share, respectively. Measured but unrecognized stock-based compensation expense at June 30, 2026 was $2.4 million, which is expected to be recognized as expense over a weighted average period of 1.6 years.

Equity-settled market-based restricted stock unit activity for the fiscal year ended June 30, 2026 is as follows:

	Units	Weighted Average Grant Date Fair Value per Unit
Balance at June 30, 2025	1,525,332	$ 11.06
Units granted	359,709	19.08
Units vested and released[1]	(420,631)	8.01
Units canceled	(299,019)	15.43
Balance at June 30, 2026[2]	1,165,391	$ 13.51

[1] The performance stock units vested at 109% of target on August 30, 2025. This payout was based on our relative Total Shareholder Return ("TSR") for the performance period from July 1, 2023 through June 30, 2025, as measured against a designated peer group.

[2] Balance includes approximately 578,000 awards due to vest in August 2026. Based on our relative total shareholder return, our performance was below the amount required for threshold payout; therefore, no market-based awards vested in August 2026.

There were 468,351 and 626,150 equity-settled market-based restricted stock units granted in fiscal 2025 and 2024 with weighted average grant date fair values of $11.49 and $12.83 per share, respectively. There were 274,363 and 329,489 equity-settled market-based restricted stock units cancelled in 2025 and 2024 with weighted average grant date fair values of $16.19 and $11.61 per share, respectively. Measured but unrecognized stock-based compensation expense at June 30, 2026 for market-based awards was $3.6 million, which is expected to be recognized as expense over a weighted average period of 1.8 years.

The grant date fair value of the time-based awards is determined by the market value of our common stock on the grant date. The grant date fair value of the market-based awards is calculated using a Monte Carlo model. For the fiscal 2026 grant, the model estimated the fair value of the award based on 50,000 simulations of the future prices of our common stock compared to the future prices of the common stock of peer companies based on historical volatilities. The Monte Carlo simulation valuation methodology applied the following key inputs:

	2026	2025	2024
Valuation date price based on August 27, 2025, August 27, 2024, and August 29, 2023 closing stock prices of Matrix common stock	$ 15.37	$ 9.74	$ 8.22
Expected volatility[1]	54 %	57 %	58 %
Risk-free interest rate	3.55 %	3.74 %	4.61 %
Term in years	2.84	2.84	2.84

[1] The expected volatility inputs are based on historical volatility, which is based on the Company's closing prices over a period equivalent to the performance period

In the first quarter of fiscal 2024, due to an insufficient number of remaining shares available for issuance under the 2020 Plan, market-based awards granted in that period were subject to cash settlement upon vesting at the election of the board of directors, and the above-target payout portion of the awards were accounted for as liability awards. In the second quarter of fiscal 2024, stockholders approved an increase in the number of shares available for issuance under the 2020 Plan. In the fourth quarter of fiscal 2024, the compensation committee of the board of directors concluded the Company has the intent and ability to settle the entire market-based awards in equity, and therefore the grants became share-settled, equity-classified awards. The modification resulted in the elimination of the $1.0 million liability related to these awards, with a corresponding increase to additional paid-in capital, as presented on the Consolidated Statement of Changes in Stockholders' Equity for the twelve months ended June 30, 2024.

Total stock-based compensation expense for the fiscal years ended June 30, 2026, 2025, and 2024 was $7.1 million, $8.9 million and $7.7 million, respectively. The total fair value of awards that vested and were released during fiscal years ended June 30, 2026, 2025, and 2024 was $11.8 million, $4.2 million and $2.6 million, respectively. We withheld 274,578, 123,850, and 55,324 shares for taxes on stock-based compensation vestings for $4.2 million, $1.2 million, and $0.5 million during fiscal 2026, 2025 and 2024, respectively, which are reported as financing cash outflows in our Consolidated Statements of Cash

Flows. We recognized excess tax expense (benefit) of $0.1 million, $1.1 million, and ($0.1) million related to stock-based compensation vesting for the fiscal years ended June 30, 2026, 2025, and 2024, respectively.

Cash-Settled Restricted Stock Units

Our cash-settled restricted stock units are time-based awards with terms consistent with equity-settled time based awards described above, except that the awards are ultimately paid in cash at the vesting dates. We granted 175,689, 307,756, and 360,030, cash-settled restricted stock units during fiscal years 2026, 2025 and 2024, respectively; with fair values of $2.9 million, $3.1 million, and $3.0 million, respectively. There were 269,738, 255,110, and 165,109 shares vested and released in fiscal 2026, 2025, and 2024, respectively; with total fair values of $4.1 million, $2.5 million, and $1.4 million, respectively. There were 119,486 shares cancelled in fiscal 2026 with a fair value of $1.4 million. There were 45,325 shares cancelled in fiscal 2025 with a fair value of $0.4 million. There were no shares cancelled in fiscal 2024.

The grant date fair value of these awards is based on the price of our common stock and the number of shares awarded on the date of grant. The award must be settled in cash and is accounted for as a liability-type award. The expense is recognized over the requisite service period with remeasurement at the end of each reporting period at fair value until settlement. The requisite service period is based on the vesting provisions of the awards which generally occur in four equal annual installments beginning one year after the grant date. These awards contain the same retirement provisions described for time-based awards in the equity-settled restricted stock units section above.

We recognized $2.7 million, $4.7 million, and $5.0 million of expense in fiscal years 2026, 2025, and 2024, respectively, for cash-settled restricted stock units, which was included in selling, general and administrative expenses and cost of revenue in the Consolidated Statements of Income. As of June 30, 2026, the current portion of the liability for cash-settled restricted stock units was $3.0 million and is included in accrued wages and benefits in the Consolidated Balance Sheets. The non-current portion of the liability was $2.3 million and is included in other non-current liabilities in the Consolidated Balance Sheets.

Modifications and Cancellations

Restricted stock units were impacted during fiscal 2026 by modifications and cancellations of awards as a result of our organizational restructuring. See Note 14 for additional information regarding our organizational restructuring. Equity-settled time-based award activity for fiscal 2026 includes grants of 36,958 units and cancellations of 80,366 units associated with the restructuring. Equity-settled market-based award activity for fiscal 2026 includes grants of 85,658 units and cancellations of 187,940 units associated with the restructuring. Cash-settled award activity for fiscal 2026 includes grants of 36,958 units and cancellations of 80,366 units associated with the restructuring.

Note 11 - Earnings per Common Share

Basic earnings per share ("EPS") is calculated based on the weighted average shares outstanding during the period. Diluted earnings per share includes the dilutive effect of employee and director nonvested restricted stock units. Nonvested restricted stock units are considered dilutive (antidilutive) whenever the average market value of the shares during the period exceeds (is less than) the sum of the related average unamortized compensation expense during the period. Nonvested restricted stock units are considered antidilutive in the event we report a net loss.

The computation of basic and diluted EPS is as follows:

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
	(In thousands, except per share data)		
Basic EPS:			
Net loss	$ (2,580)	$ (29,462)	$ (24,976)
Weighted average shares outstanding	28,295	27,769	27,379
Basic loss per share	$ (0.09)	$ (1.06)	$ (0.91)
Diluted EPS:			
Weighted average shares outstanding—basic	28,295	27,769	27,379
Diluted weighted average shares	28,295	27,769	27,379
Diluted loss per share	$ (0.09)	$ (1.06)	$ (0.91)

The following securities are considered antidilutive and have been excluded from the calculation of Diluted EPS:

	Fiscal Years Ended		
	June 30, 2026	June 30, 2025	June 30, 2024
		(In thousands)	
Nonvested restricted stock units	238	999	863

Note 12 - Employee Benefit Plans

Defined Contribution Plans

We sponsor defined contribution savings plans for all eligible employees meeting length of service requirements. Under the primary plan, participants may contribute an amount up to 75% of pretax annual compensation subject to certain limitations. We match 100% of the first 3% of employee contributions and 50% of the next 2% of employee contributions. Our matching contributions vest immediately.

Our matching contributions were $4.9 million, $5.0 million and $5.1 million in fiscal years ended June 30, 2026, 2025, and 2024, respectively.

Multiemployer Pension Plans

We contribute to a number of multiemployer defined benefit pension plans in the U.S. and Canada under the terms of collective-bargaining agreements that cover our union-represented employees, who are represented by more than 100 local unions. The related collective-bargaining agreements between those organizations and us, which specify the rate at which we must contribute to the multi-employer defined pension plan, expire at different times between 2026 and 2029. Benefits under these plans are generally based on compensation levels and years of service.

For us, the financial risks of participating in multiemployer plans are different from single-employer plans in the following respects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer discontinues contributions to a plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If a participating employer chooses to stop participating in a plan, a withdrawal liability may be created based on the unfunded vested benefits for all employees in the plan.

Under federal legislation regarding multiemployer pension plans, in the event of a withdrawal from a plan or plan termination, companies may be required to make payments to the plan for their proportionate share of such plan's unfunded vested benefits. We are a participant in multiple union sponsored multiemployer plans, and, as a plan participant, our potential obligation could be significant. The amount of the potential obligation is not currently ascertainable because the information required to determine such amount is not identifiable or readily available.

Our participation in significant plans for the fiscal year ended June 30, 2026 is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employer Identification Number ("EIN") and the three digit plan number. The zone status is based on the latest information that the Company received from the plan and is certified by the plan's actuary. Plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are generally less than 80 percent funded, and plans in the green zone are generally at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The "Surcharge Imposed" column includes plans in a red zone status that require a payment of a surcharge in excess of regular contributions.

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending or Implemented	Company Contributions Fiscal Year			Surcharge Imposed
		2026	2025		2026	2025	2024	
					(In thousands)			
Boilermaker-Blacksmith National Pension Trust	48-6168020/001	Red	Green	Implemented	$ 5,744	$ 6,267	$ 4,494	Yes
National Electrical Benefit Fund, IBEW locals 71, 126, 488, and 1319	53-0181657/001	Green	Green	NA	2,723	2,199	2,666	No
		Contributions to other multiemployer plans			9,382	8,718	13,673	
		Total contributions made			$ 17,849	$ 17,184	$ 20,833	

Based upon the most recently available annual reports, our contribution to each of the individually significant plans listed in the table above was less than 5% of each plan's total contributions. The amount of additional funds, if any, that the Company may be obligated to contribute to these plans in the future cannot be estimated due to uncertainty of the future levels of work that require the specific use of union employees covered by these plans, as well as the future contribution levels and possible surcharges on contributions applicable to these plans.

Employee Stock Purchase Plan

The Matrix Service Company 2011 Employee Stock Purchase Plan ("2011 ESPP") was effective January 1, 2011 through December 31, 2025. The 2011 ESPP allowed employees to purchase shares through payroll deductions and members of the Board of Directors to purchase shares from amounts withheld from their cash retainers. Share purchases were limited to an aggregate market value of no greater than $60,000 per calendar year per participant and were purchased from us at the current market value with no discount to the participant. Contributions were with after tax earnings and were accumulated in non-interest bearing accounts for quarterly purchases of company stock. Upon the purchase of shares, the participants received all stockholder rights including dividend and voting rights and were permitted to sell their shares at any time. Effective January 1, 2026, the Board of Directors terminated the 2011 ESPP. There were 11,391 shares issued in fiscal 2026, 17,148 shares issued in fiscal 2025, and 19,775 shares in fiscal 2024 under the 2011 ESPP.

Effective January 1, 2026, the Company adopted the Matrix Service Company 2026 Employee Stock Purchase Plan ("2026 ESPP"), which was approved by stockholders on November 4, 2025. The 2026 ESPP is intended to qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, and allows eligible employees to purchase shares of the Company's common stock at a discount through payroll deductions. The ESPP initially authorized the issuance of up to 1,000,000 shares of common stock. The purchase price is currently equal to 90% of the fair market value of the Company's common stock on the purchase date. Offering periods are generally 3 months, and participation is voluntary. As of June 30, 2026, there were 994,555 shares available for purchase. There were 5,445 shares issued in fiscal 2026.

Note 13 - Segment Information

We operate our business through a number of different operating subsidiaries, which are organized into three reportable segments based on the type of work performed and the markets serviced:

- **Storage and Terminal Solutions:** delivers integrated engineering, procurement and construction ("EPC") services, along with repair, maintenance and fabrication services for bulk liquid, cryogenic, and refrigerated storage and terminal facilities supporting both traditional and emerging energy markets, including LNG, NGLs, petroleum products, chemicals, hydrogen, and ammonia. We also manufacture and sell specialty, precision-engineered tank products, including geodesic domes, aluminum internal floating roofs, floating suction and skimmer systems, roof drain systems and floating roof seals.

- **Utility and Power Infrastructure**: delivers comprehensive construction, maintenance, upgrades and fabrication services for power generation facilities and power infrastructure systems for a variety of customers, including public and private utilities, energy producers and data center customers. We also deliver integrated EPC, fabrication, and upgrade services for LNG peak shaving facilities.

- **Process and Industrial Facilities**: delivers engineering, construction, maintenance, and repair services across diverse heavy industrial and energy transition markets, including midstream and downstream energy, chemicals, mining and minerals, renewable fuels, and hydrogen. We also engineer and construct highly specialized infrastructure, notably thermal vacuum test chambers for the aerospace and defense sectors.

Our Chief Operating Decision Maker ("CODM") is our President and Chief Executive Officer, who regularly reviews operating and financial performance based on our segments. The Company's CODM uses segment operating income as the key metric in evaluating segment performance. The CODM uses this metric in the budget and forecasting processes. The CODM considers budget-to-actual and forecast-to-actual variances when making decisions about allocating resources, including capital and personnel, to the segments.

We incur certain expenses at the corporate level that relate to our business as a whole. A portion of these expenses are allocated to our business segments. The balance of the corporate level expenses are reported in the Corporate "Selling, general and administrative expenses" line, which is primarily comprised of corporate facility expense, the cost of the executive management team, and other expenses pertaining to certain centralized functions that benefit the entire Company but are not directly attributable to any specific business segment, such as corporate human resources, legal, governance, compliance and finance functions. The accounting policies of the segments are the same as those described in the Summary of Significant Accounting Policies (see Note 1). We eliminate intersegment revenues; therefore, no intercompany profit or loss is recognized. Segment assets consist primarily of accounts receivable, costs and estimated earnings in excess of billings on uncompleted contracts, property, plant and equipment, right-of-use lease assets, goodwill and other intangible assets. Corporate assets consist primarily of centrally managed cash, restricted cash, prepaid expenses, corporate fixed assets, and corporate operating lease right-of-use assets.

Operating Segment Information - The following tables set forth certain selected financial information for our operating segments for the periods indicated:

(In thousands)

	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities	Corporate	Total
	Fiscal Year Ended June 30, 2026				
Total revenue [1]	$ 458,296	$ 283,390	$ 131,946	$ —	$ 873,632
Cost of revenue	(430,425)	(251,798)	(127,431)	(26)	(809,680)
Gross profit (loss)	27,871	31,592	4,515	(26)	63,952
Selling, general and administrative expenses	22,091	9,389	6,066	26,061	63,607
Restructuring costs and other	2,649	1,855	1,019	4,440	9,963
Operating income (loss)	**$ 3,131**	**$ 20,348**	**$ (2,570)**	**$ (30,527)**	**$ (9,618)**
Capital expenditures	$ 2,537	$ 1,452	$ 118	$ 1,376	$ 5,483
Depreciation and amortization	$ 4,737	$ 2,206	$ 1,423	$ 274	$ 8,640

[1] Total revenues are net of inter-segment revenues which are primarily Storage and Terminal Solutions and were $3.1 million for the year ended June 30, 2026.

	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities	Corporate	Total
	Fiscal Year Ended June 30, 2025				
Total revenue [1]	$ 365,891	$ 248,691	$ 154,704	$ —	$ 769,286
Cost of revenue	(351,236)	(231,776)	(145,794)	(803)	(729,609)
Gross profit (loss)	14,655	16,915	8,910	(803)	39,677
Selling, general and administrative expenses	23,538	12,363	8,293	26,979	71,173
Restructuring costs and other	323	718	138	2,393	3,572
Operating income (loss)	**$ (9,206)**	**$ 3,834**	**$ 479**	**$ (30,175)**	**$ (35,068)**
Capital expenditures	$ 3,516	$ 1,123	$ 1,454	$ 1,592	$ 7,685
Depreciation and amortization	$ 5,042	$ 3,119	$ 1,636	$ 215	$ 10,012

[1] Total revenues are net of inter-segment revenues which are primarily Process and Industrial Facilities and were $2.1 million for the year ended June 30, 2025.

	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities	Corporate	Total
	Fiscal Year Ended June 30, 2024				
Total revenue [1]	$ 276,800	$ 183,920	$ 266,260	$ 1,233	$ 728,213
Cost of revenue	(265,503)	(174,688)	(244,408)	(3,141)	(687,740)
Gross profit (loss)	11,297	9,232	21,852	(1,908)	40,473
Selling, general and administrative expenses	19,823	8,844	10,354	31,064	70,085
Restructuring costs and other	—	52	215	234	501
Operating income (loss)	**$ (8,526)**	**$ 336**	**$ 11,283**	**$ (33,206)**	**$ (30,113)**
Capital expenditures	$ 4,641	$ 581	$ 476	$ 1,296	$ 6,994
Depreciation and amortization	$ 4,958	$ 3,000	$ 2,840	$ 225	$ 11,023

[1] Total revenues are net of inter-segment revenues which are primarily Storage and Terminal Solutions and were $2.4 million for the year ended June 30, 2024.

Total Assets by Segment

	June 30, 2026	June 30, 2025
	(In thousands)	
Storage and Terminal Solutions	$ 209,076	$ 194,354
Utility and Power Infrastructure	103,531	98,582
Process and Industrial Facilities	28,414	39,490
Corporate	261,584	267,830
Total Segment Assets	**$ 602,605**	**$ 600,256**

Geographical Disaggregation of Long-Lived Assets

The following table presents our long-lived tangible assets including property, plant and equipment, net, and operating right-of-use lease assets at June 30, 2026 and 2025:

	June 30, 2026	June 30, 2025
	(In thousands)	
United States	$ 47,190	$ 55,137
Canada	914	1,150
Other international	3,006	3,637
Total Long-Lived Assets	**$ 51,110**	**$ 59,924**

Information about Significant Customers by Segment:

	Significant Customers as a Percentage of Segment Revenue			
	Consolidated	Storage and Terminal Solutions	Utility and Power Infrastructure	Process and Industrial Facilities
Fiscal Year ended June 30, 2026				
Customer one	20.1 %	38.3 %	— %	— %
Customer two	17.5 %	0.3 %	53.3 %	— %
Customer three	10.0 %	17.3 %	— %	6.5 %
Fiscal Year ended June 30, 2025				
Customer two	17.4 %	0.7 %	52.7 %	— %
Customer one	10.5 %	21.0 %	1.6 %	— %
Fiscal Year ended June 30, 2024				
Customer four	10.5 %	27.7 %	— %	— %
Customer five	10.3 %	— %	— %	28.2 %

Note 14 - Restructuring Costs and Other

	Fiscal Years Ended	
	June 30, 2026	June 30, 2025
	(In thousands)	
CEO and CFO transition	$ 3,588	$ —
Lease impairment	2,935	—
Severance and other personnel-related costs	3,012	3,397
Other	428	175
Total Restructuring costs and other	$ 9,963	$ 3,572

In the fourth quarter of fiscal 2025, we commenced an organizational restructuring plan to create a flatter, leaner organization by eliminating certain senior-level positions, streamlining our engineering and construction services, and decentralizing elements of our business development organization. In the first quarter of fiscal 2026, we continued the organizational restructuring plan to further integrate our engineering and construction services, consolidate service lines, and close an under-performing office, among other changes. During the fourth quarter of fiscal 2026, we took further action aimed at reducing our cost structure, which included eliminating multiple positions, including the Chief Administrative Officer position. Our restructuring plan was substantially complete as of June 30, 2026.

During fiscal 2026, we recorded $2.9 million of operating lease and fixed asset impairments associated with certain real estate leases that we exited as part of our organizational restructuring plan. The fair values of the assets associated with these leases were determined based on Level 3 fair value measurements, utilizing a discounted cash flow method based in part on projected sublease income.

In connection with the Board’s succession planning, on February 2, 2026, John R. Hewitt and the Company entered into a transition agreement providing for Mr. Hewitt to transition from his role as President and Chief Executive Officer and step down effective June 30, 2026. Restructuring costs and other include $1.6 million in expense associated with cash severance payable in the first quarter of fiscal 2027, as well as $1.0 million in expense associated with stock-based compensation that will continue to settle after Mr. Hewitt’s separation. In April 2026, we also announced a transition and separation agreement with Kevin Cavanah, our Chief Financial Officer, and have commenced a search for a new Chief Financial Officer. Restructuring costs and other include $0.8 million in expense associated with cash severance payable in the first quarter of fiscal 2027 pursuant to Mr. Cavanah's agreement.

Matrix Service Company
Schedule II—Valuation and Qualifying Accounts
June 30, 2026, June 30, 2025, and June 30, 2024
(In thousands)

COL. A	COL. B	COL. C ADDITIONS			COL. D		COL. E
	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts—Describe		Deductions—Describe		Balance at End of Period
Fiscal Year 2026							
Deducted from asset accounts:							
Allowance for credit losses	$ 252	$ 5	$ —		$ —		$ 257
Valuation allowance for deferred tax assets	55,973	(1,274)	69	(B)	—		54,768
Total	$ 56,225	$ (1,269)	$ 69		$ —		$ 55,025
Fiscal Year 2025							
Deducted from asset accounts:							
Allowance for credit losses	$ 201	$ 51	$ —		$ —		$ 252
Valuation allowance for deferred tax assets	49,434	6,472	67	(B)	—		55,973
Total	$ 49,635	$ 6,523	$ 67		$ —		$ 56,225
Fiscal Year 2024							
Deducted from asset accounts:							
Allowance for credit losses	$ 1,061	$ 3	$ —		$ (863)	(A)	$ 201
Valuation allowance for deferred tax assets	41,060	8,542	—		(168)	(B)	49,434
Total	$ 42,121	$ 8,545	$ —		$ (1,031)		$ 49,635

(A) Relates to various write-offs and cash receipts of previously reserved accounts from prior periods.
(B) Relates to foreign currency translation for the portion of the valuation allowance on net operating loss and tax credit carryforwards in foreign jurisdictions.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Securities Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure based on the definition of “disclosure controls and procedures” in Rule 13a-15(e).

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2026. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level at June 30, 2026.

Management’s Report on Internal Control over Financial Reporting

See “Management’s Report on Internal Control over Financial Reporting” set forth in Item 8, Financial Statements and Supplementary Data of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There have been no changes during the fourth quarter of fiscal 2026 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

During the three months ended June 30, 2026, none of our directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or Non-Rule 10b5-1, as each term is defined under Item 408(a) of Regulation S-K.

As previously announced, Kevin S. Cavanah, Chief Financial Officer, is separating from Matrix Service Company (the “Company”). While the Company completes a comprehensive search for its permanent Chief Financial Officer, Andrew J. (“A.J.”) Smith has been appointed as the Company’s Chief Financial Officer on an interim basis, effective September 10, 2026 and until the Company appoints a permanent replacement for the Chief Financial Officer position. Mr. Smith has been designated as the Company’s principal financial officer and principal accounting officer for this interim period.

Mr. Smith, age 39, has served as the Senior Director of Accounting and Treasury for the Company since October 2025. From February 2023 to October 2025, Mr. Smith served as the Company’s Corporate Controller. Prior to joining the Company, Mr. Smith was a senior manager in the audit practice of Ernst & Young. Mr. Smith holds a Bachelor of Business Administration degree and a Master of Accountancy degree from the University of Oklahoma. Mr. Smith is a Certified Public Accountant and a Certified Treasury Professional.

In connection with his appointment as interim Chief Financial Officer, Mr. Smith will receive supplemental compensation in the form of a cash payment of $10,000 per month and a one-time grant of 2,500 restricted stock units, which will vest in equal installments over three years from the grant date (which grant is in addition to the grant of 5,000 restricted stock units related to his service as Senior Director of Accounting and Treasury). The foregoing description of the agreement between Mr. Smith and the Company relating to his appointment as interim Chief Financial Officer is qualified in its entirety by the full text of the agreement, which is filed as Exhibit 10.25 to this Form 10-K and is incorporated herein by reference.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item with respect to our directors and corporate governance is incorporated herein by reference to the sections entitled “Proposal Number 1: Election of Directors” and “Corporate Governance and Board Matters” in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders (“Proxy Statement”). The information required by this item with respect to our executive officers is incorporated herein by reference to the section entitled “Executive Officer Information” in the Proxy Statement.

We have adopted an insider trading policy and related procedures governing the purchase, sale and other dispositions of our securities by our directors, officers and employees, and have implemented related processes for the Company and its subsidiaries. We believe the insider trading policy is reasonably designed to promote compliance with applicable federal and state securities laws as well as applicable listing standards. A copy of our insider trading policy is filed as Exhibit 19 to this report.

Item 11. Executive Compensation

The information required by this item is incorporated herein by reference to the sections entitled “Director Compensation,” "Compensation Discussion and Analysis" and “Executive Officer Compensation” in the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is incorporated herein by reference to the sections entitled “Securities Authorized for Issuance Under Executive Compensation Plans” and “Security Ownership of Certain Beneficial Owners and Management” in the Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is incorporated herein by reference to the section entitled "Corporate Governance and Board Matters" and “Certain Relationships and Related Transactions” in the Proxy Statement.

Item 14. Principal Accounting Fees and Services

The information required by this item is incorporated herein by reference to the sections entitled “Fees of Independent Registered Public Accounting Firm” and “Audit Committee Pre-Approval Policy” in the Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) (1) Financial Statements of the Company

The following financial statements and supplementary data are filed as a part of this report under "Item 8—Financial Statements and Supplementary Data" in this Annual Report on Form 10-K:

Financial Statements of the Company

(2) Financial Statement Schedules

The financial statement schedule is filed as a part of this report under Schedule II—Valuation and Qualifying Accounts June 30, 2026, June 30, 2025 and June 30, 2024, immediately following Notes to Consolidated Financial Statements. All other schedules are omitted because they are not applicable or the required information is shown in the financial statements, or notes thereto, included herein.

(3) The following documents are included as exhibits to this Annual Report on Form 10-K. The exhibits below incorporated by reference herein are indicated as such by the information supplied in the parenthetical hereafter.

3.1	Amended and Restated Certificate of Incorporation of Matrix Service Company (Exhibit 3.1 to the Company's Current Report on Form 8-K filed December 7, 2022).
3.2	Third Amended and Restated Bylaws, effective as of May 5, 2026 (Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q filed May 7, 2026).
4.1	Description of the Company's Common Stock (Exhibit 4.2 to the Company's Annual Report on Form 10-K filed September 4, 2019).
+10.1	Matrix Service Company 2018 Stock and Incentive Compensation Plan (Appendix A to the Company's Proxy Statement, filed September 21, 2018).
+10.2	Form of Restricted Stock Unit Award Agreement for Directors (2018 Stock and Incentive Compensation Plan) (Exhibit 10 to the Company's Quarterly Report on Form 10-Q, filed November 8, 2018).
+10.3	Form of Restricted Stock Unit Agreement for Employees (2018 Stock and Incentive Compensation Plan) (Exhibit 10.14 to the Company's Annual Report on Form 10-K, filed September 3, 2020).
+10.4	Form of Long-Term Incentive Award Agreement (2018 Stock and Incentive Compensation Plan) (Exhibit 10.15 to the Company's Annual Report on Form 10-K, filed September 3, 2020).
+10.5	Form of Amended and Restated Severance Agreement (Exhibit 10 to the Company's Current Report on Form 8-K filed November 15, 2016).
+10.6	Amended and Restated Deferred Compensation Plan for Members of the Board of Directors (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed January 8, 2009).
+10.7	Amendment 1 to Amended and Restated Deferred Compensation Plan for Members of the Board of Directors (Exhibit 10 to the Company's Quarterly Report on Form 10-Q filed November 9, 2012).
+10.8	Matrix Service Company 2020 Stock and Incentive Compensation Plan (Appendix A to the Company's Proxy Statement filed on September 24, 2020). .
+10.9	Form of Long-Term Incentive Award Agreement (2020 Stock and Incentive Compensation Plan) (Exhibit 10.16 to the Company's Annual Report on Form 10-K filed September 13, 2021).
+10.10	Form of Restricted Stock Unit Award Agreement (2020 Stock and Incentive Compensation Plan) (Exhibit 10.17 to the Company's Annual Report on Form 10-K filed September 13, 2021).
+10.11	Form of Indemnification Agreement (Exhibit 10 to the Company's Quarterly Report on Form 10-Q filed November 7, 2019).
10.12	Credit Agreement dated as of September 9, 2021 by and among, Matrix Service Company and certain subsidiaries thereof, certain financial institutions as lenders, and Bank of Montreal, as administrative agent (Exhibit 10.19 to the Company's Annual Report on Form 10-K filed September 13, 2021).
10.13	First Amendment and Waiver to Credit Agreement dated October 5, 2022 by and among Matrix Service Company and certain subsidiaries thereof, certain financial institutions as lenders, and Bank of Montreal, as administrative agent (Exhibit 10.1 to the Company's Current Report on Form 8-K filed October 7, 2022).
+10.14	Amended and Restated Matrix Service Company 2021 Severance Plan for Executives (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed May 10, 2022).
10.15	Second Amendment to Credit Agreement dated December 29, 2023 by and among, Matrix Service Company and certain subsidiaries thereof, certain financial institutions as lenders, and Bank of Montreal, as administrative agent (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed February 8, 2024).
10.16	Third Amendment to Credit Agreement dated May 3, 2024 by and among, Matrix Service Company and certain subsidiaries thereof, certain financial institutions as lenders, and Bank of Montreal, as administrative agent (Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed May 9, 2024).
10.17	Fourth Amendment to Credit Agreement and Joinder dated August 22, 2025 by and among, Matrix Service Company and certain subsidiaries thereof, certain financial institutions as lenders, and Bank of Montreal, as administrative agent. (Exhibit 10.1 to the Company's Annual Report on Form 10-K filed September 10, 2025).
*+10.18	Transition and Separation Agreement - Kevin Cavanah (CFO) dated April 29, 2026.
*+10.19	Separation Agreement - Nancy Austin (CAO) dated April 28, 2026.

+10.20	Deferred Compensation Plan for Non-Employee Directors (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed November 6, 2025).
+10.21	Transition and Separation Agreement - John Hewitt (CEO) dated February 1, 2026 (Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed February 2, 2026).
*+10.22	Form of Long-Term Incentive Award Agreement (2020 Stock and Incentive Compensation Plan dated August 27, 2025).
*+10.23	Form of Long-Term Incentive Award Agreement for Officers (2020 Stock and Incentive Compensation Plan dated August 25, 2026).
*+10.24	Form of Long-Term Incentive Award Agreement for Non-Officers (2020 Stock and Incentive Compensation Plan dated August 25, 2026).
*+10.25	Interim CFO Agreement - Andrew J. Smith dated August 28, 2026.
*19	Matrix Service Company Insider Trading Policy
*21	Subsidiaries.
*23	Consent of Independent Registered Public Accounting Firm—Deloitte & Touche LLP.
*31.1	Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002—CEO.
*31.2	Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002—CFO.
*32.1	Certification Pursuant to 18 U.S.C. 1350 (section 906 of Sarbanes-Oxley Act of 2002)—CEO.
*32.2	Certification Pursuant to 18 U.S.C. 1350 (section 906 of Sarbanes-Oxley Act of 2002)—CFO.
*95	Mine Safety Disclosure.
*97	Matrix Service Company Clawback Policy
*101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
*101.SCH	Inline XBRL Taxonomy Schema Document.
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
*101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document.
*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
*104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

*Filed herewith.

+Management Contract or Compensatory Plan.

Item 16. Form 10-K Summary

None

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Matrix Service Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Matrix Service Company

Date : September 3, 2026

By: **/s/ Shawn P. Payne**
Shawn P. Payne, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ John D. Chandler **John D. Chandler**	Chairman of the Board of Directors	September 3, 2026
/s/ Shawn P. Payne **Shawn P. Payne**	President, Chief Executive Officer and Director (Principal Executive Officer)	September 3, 2026
/s/ Kevin S. Cavanah **Kevin S. Cavanah**	Vice President and Chief Financial Officer (Principal Accounting and Principal Financial Officer)	September 3, 2026
/s/ Jose L. Bustamante **Jose L. Bustamante**	Director	September 3, 2026
/s/ Martha Z. Carnes **Martha Z. Carnes**	Director	September 3, 2026
/s/ Carlin G. Conner **Carlin G. Conner**	Director	September 3, 2026
/s/ Liane K. Hinrichs **Liane K. Hinrichs**	Director	September 3, 2026
/s/ James H. Miller **James H. Miller**	Director	September 3, 2026

Exhibit 10.1
Execution Version

April 28, 2026

Kevin Cavanah
Via Email

Dear Kevin,

This letter agreement (this "Agreement") sets forth the terms and conditions of the transition and separation of your employment with Matrix Service Company, a Delaware corporation (the "Company"), effective as of the earlier of (a) the date that is one week after the filing date of the Form 10-K for the Company's 2026 fiscal year and (b) the date that your employment is terminated by the Company without Cause (as defined in Section 1.1.5 of the 2021 Matrix Service Company Severance Plan for Executives, as amended and restated as of May 2, 2022 (the "Severance Plan")). Such earlier date is referred to herein as the "Separation Date".

1. **Transition and Separation**. You acknowledge and agree that (a) your employment with the Company will end on the Separation Date, (b) during the period beginning on the date hereof and ending on the Separation Date, you will continue to be employed by the Company as its Chief Financial Officer on the same terms and conditions as in effect as of the date hereof and will facilitate an orderly transition of your duties, and (c) by executing this Agreement, you hereby resign, effective as of the Separation Date, from your position of Chief Financial Officer of the Company and from any and all offices and directorships that you hold with the Company and its subsidiaries (collectively, the "Company Group"). You agree to execute all instruments and take all actions, at the Company's cost and expense, to evidence and/or effectuate such resignations.

2. **Separation Benefits**. If you satisfy all of the Conditions (as defined in Section 3), then you will receive the payments and benefits set forth in this Section 2 (collectively, the "Separation Benefits").

a. Within 14 days following the Supplemental Release Effective Date (as defined in Section 3), you will receive a lump sum cash payment in the amount of $771,000, which amount is equal to 150% of your General Severance Compensation (as defined in Section 1.1.18 of the Severance Plan). Notwithstanding the foregoing, if at any time prior to the Separation Date, a Change of Control (as defined in Section 1.1.17 of the Severance Plan) occurs, or the Board of Directors of the Company has accepted an offer for a transaction or is in the process of negotiating a transaction that, if consummated, would result in a Change of Control and such Change in Control is consummated, then the aggregate amount of such lump sum cash payment will instead equal the sum of (i) $1,028,000, which amount is equal to 200% of your Change in Control Severance Compensation set forth in Section 1.1.8(i) of the Severance Plan, plus (ii) the annual target opportunity (as determined in accordance with Section 1.1.8(ii) of the Severance Plan); *provided* that if such Change of Control is consummated later than 14 days following the Supplemental Release Effective Date, you will receive the portion of such aggregate amount that exceeds $771,000 within 14 days following the date on which such Change of Control is consummated.

b. If you timely elect COBRA continuation coverage following the Separation Date, then during the 18-month period immediately following the Separation Date, the Company will pay or reimburse you on a monthly basis for the cost of such coverage.

c. Your outstanding Company equity awards that were granted to you under the 2020 Stock and Incentive Compensation Plan (the "Equity Plan") will be treated as set forth in this clause (c) (capitalized terms used but not defined in this clause (d) have the meanings assigned to them in the applicable award agreement). For clarity, the treatment of such equity awards is summarized in the table set forth in Exhibit A. In the event of any conflict between this clause (c) and Exhibit A, this clause (c) will control.

i. The 41,877 Share-Based RSUs in aggregate, and the 41,875 Cash-Based RSUs in aggregate, that were granted to you on August 30, 2022, August 29, 2023, August 27, 2024 and August 27, 2025 will vest as of the Supplemental Release Effective Date and will be settled in Shares or cash, as applicable, on the date determined in accordance with the applicable award agreement.

ii. The service condition applicable to the 107,932 Performance Units (at target), in aggregate, that were granted to you on August 29, 2023, August 27, 2024 and August 27, 2025 will be deemed satisfied as of the Supplemental Release Effective Date with respect to a pro rata number of such Performance Units based on the portion of the applicable Performance Period lapsed through the Separation Date, as determined in accordance with applicable award agreement (the "Service Vested Performance Units"), and the Service Vested Performance Units will vest and be settled in Shares on the date determined in accordance with the applicable award agreement, to the extent that the applicable performance goals are satisfied in accordance with the applicable award agreement. For clarity, all of the Performance Units that are not Service Vested Performance Units will be forfeited as of the Separation Date and, to the extent that the applicable performance goals are not satisfied for the Service Vested Performance Units as of the last day of the applicable Performance Period, such Service Vested Performance Units will be forfeited as of such last day. Notwithstanding the foregoing, if at any time prior to the Separation Date, a Change of Control (as defined in the Equity Plan) occurs, or the Board of Directors of the Company has accepted an offer for a transaction or is in the process of negotiating a transaction that, if consummated, would result in a Change of Control and such Change in Control is consummated, then as of the date of such Change of Control, the service condition for all 107,932 of the Performance Units (at target) will be deemed satisfied and, in accordance with the applicable award agreement, such performance goals will be deemed satisfied at the greater of (A) target and (B) actual performance as of the date of the Change of Control.

iii. You acknowledge and agree that the Company is providing you with the Separation Benefits only in exchange for the promises you made in this Agreement, and the Separation Benefits are not otherwise due to you.

3. Notwithstanding anything in this Agreement to the contrary, if, at any time prior to the date that is one week after the filing date of the Form 10-K for the Company's 2026 fiscal year,

your employment is terminated by the Company for Cause (as defined in Section 1.1.5 of the Severance Plan), you will not be entitled to any of the Separation Benefits.

4. **Conditions**. To receive the Separation Benefits, you must satisfy all of the conditions set forth in this Section 3 (collectively, the "Conditions").

a. You must sign and return this Agreement by no later than April 30, 2026.

b. You must comply with all the terms set forth in this Agreement, including, without limitation, the covenants set forth or referenced in Sections 8, 9, 10, 11, 12 and 13 (collectively, the "Covenants").

c. You must (i) sign and return the supplemental release of claims attached hereto as Exhibit B (the "Supplemental Release") on or within 21 days after the Separation Date, and (ii) not revoke the Supplemental Release during the seven-day period immediately following the date that you sign the Supplemental Release. If you timely sign and do not revoke the Supplemental Release, then the Supplemental Release will become effective on the eighth day after you sign the Supplemental Release (such eighth day, the "Supplemental Release Effective Date").

5. **Release**.

a. By signing this Agreement, you hereby, for your own self and on behalf of your heirs, executors, administrators, and assigns, agree to and do hereby RELEASE, ACQUIT, WAIVE and FOREVER DISCHARGE (i) the Company Group; (ii) any past or present director, officer, employee or agent of the Company Group, in their individual and official capacities; (iii) the Company Group's representatives, predecessors, successors-in-interest, and affiliated companies; and (iv) the present and former shareholders, agents, attorneys, fiduciaries, insurers, heirs, administrators, executors, successors and assigns of any of the foregoing entities and persons named in clauses (i), (ii) and (iii) and any other person, firm or corporation for which any of the foregoing entities and persons named in clauses (i), (ii) and (iii) may be legally responsible or which may be legally responsible for any of them (all collectively, the "Released Parties"), in each case, from any and all claims, liabilities, demands, and causes of action of whatsoever nature, accrued or unaccrued, known or unknown, fixed or contingent, which you may have or claim to have against any of the Released Parties occurring during, arising out of, or related to your employment and/or termination of employment with the Company and/or as a result of any other matter arising through the date of your signature on this Agreement. This release, acquittal, waiver and discharge includes, but is not limited to, claims arising under federal, state or local laws, whether equitable or legal, causes of action for breach of express or implied written or oral contract, promissory estoppel, tortious interference with contract, claims for personal injury or harm, negligence, intentional infliction of emotional injury, fraud, negligent misrepresentation, negligent supervision, libel, slander, sexual orientation or preference discrimination, race or color discrimination, invasion of privacy, religious discrimination, sex or gender discrimination, national origin discrimination, harassment, wrongful termination, violations of the Oklahoma Anti-Discrimination Act, violations of the Worker Adjustment and Retraining Notification (WARN) Act, violations of Title VII of the Civil Rights Act 1964, violations of the Civil Rights Act of 1866 (42 U.S.C. § 1981), violations of the Genetic Information Nondiscrimination Act, violations of the Occupational Safety and Health Act, violations of the National Labor Relations Act, violations of the Americans with Disabilities Act, violations of the Family Medical Leave Act, violations of Fair Labor Standards Act or Equal Pay Act violations, violations of the Fair Credit Reporting Act, violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or the Employee Retirement Income Security Act of 1974, and any similar federal, state, and local laws, worker's compensation violations, retaliation for exercise of protected rights, employee health or disability benefit compensation violations, disability or handicap discrimination, loss of consortium, mental anguish, pain and suffering, lost past or future wages, lost past or future bonuses or commissions, vacation or sick pay, pension benefits, costs, punitive or exemplary damages, attorney's fees, and pre- or post-judgment interest.

b. Notwithstanding Section 4(a), by this signing this Agreement, you are not releasing any claims that you may have for violations of the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act. A release of such claims is included in the Supplemental Release.

6. **Forfeiture and Recovery of Separation Benefits**. If you, or anyone acting on your behalf, breaches any representation or any obligation under this Agreement, including without limitation the Covenants, the Company may, in addition to any other legal or equitable remedies it may have, terminate all Separation Benefits not yet paid or provided to you and recover all Separation Benefits previously paid or provided to you.

7. **Exclusions**. Excluded from this Agreement are any claims or rights which cannot be waived by law. Also excluded from this Agreement is your right to file for workers' compensation or unemployment compensation or unpaid wages or vested benefits that are due, as well as your right to file a charge with an administrative agency or participate in any agency investigation.

8. **Acknowledgments**. You hereby warrant and represent that you (a) have not (i) filed or caused to be filed any claim against the Released Parties, whether past or present, with any administrative agency, court of law or other tribunal, (ii) assigned, sold, delivered, transferred or conveyed any rights you have asserted or may have against any of the aforementioned parties to any person or entity, in each case, with respect to any claims being released hereby, (iii) assisted or advised any directors, officers, shareholders, employees or agents of any of the aforementioned parties with respect to the pursuit or evaluation of any claim against any of the aforementioned parties, or (iv) engaged in the course of your employment with or services to the Company Group in (A) any fraudulent, tortious or illegal activity or (B) any violation of a material policy of the Company Group that would cause the Company Group demonstrable material injury, and (b) unless previously reported to the Company in writing, you are not aware of any (i) wrongdoing, regulatory violations, or fraud committed by the Company Group or its officers or its employees, (ii) significant deficiencies or material weaknesses in the Company Group's internal control over financial reporting, (iii) inaccuracy in any certification signed by you pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 and (iv) other information that might reasonably be expected to materially and adversely affect the Company Group, its business, financial condition or results of operations.

9. **Affirmation of Non-Solicitation of Employees**. You acknowledge and agree that you are bound by, and will abide by, the non-solicitation of employees set forth in each of the award agreements referenced in Section 2(c).

10. **Confidential Information and Trade Secrets**.

a. You agree that you will not, unless required or otherwise permitted by law, disclose or divulge to any other person or entity, directly or indirectly, any confidential records or information regarding the Company Group, including but not limited to the following: (i) practices, policies and or procedures; (ii) trade secrets; (iii) customer names; (iv) any information regarding existing or prospective future business, planning, or development; (v) contracts or proposed contracts; (vi) financial information; (vii) staffing or personnel utilization; (viii) salary or wage levels; (ix) privileged communications; and (x) other information deemed confidential or proprietary not herein listed. You further agree that, by no later than the Separation Date, unless otherwise agreed, you will return all property of the Company Group to the Company, including but not limited to computers, cell phones, vehicles, computer files and peripherals, notebooks, data, documents, drawings, files, materials, records, badges, equipment, credit card, keys and all other company belongings, as well as any copies thereof, electronic or otherwise, and has no confidential, proprietary information of the Company Group in your possession, either in hard copy or in electronic form and that you have not, and will not, export any Company Group electronic information to anyone or to your home computer or any other computer. The Separation Benefits will not be paid to you until you have returned all Company Group property as referenced herein.

b. The Company and you agree that it will not be a violation of this Agreement for you to disclose a trade secret in any of the following cases: (i) where disclosure is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (ii) where disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) where disclosure is to your attorney who is representing you in a claim that the Company retaliated against you for reporting a suspected violation of law. You and your attorney may use the trade secret information in the court proceeding without violating this Agreement, only if any document containing the trade secret is filed under seal and you or your attorney does not disclose the trade secret, except pursuant to court order.

11. **Non-Disparagement**. You agree not to make negative comments or otherwise disparage any member of the Company Group or any of their respective officers, directors, executives, shareholders or agents. The Company agrees to instruct the Company's Board of Directors and executive officers not to make negative comments or otherwise disparage you. The foregoing will not be violated by truthful statements by you, or by the Company's Board of Directors and executive officers, in response to legal process or required governmental testimony or filings. Each Party, in addition to any other rights or remedies contained herein, shall have all legal or equitable remedies available to it by law for any beach or this Section 10.

12. **Cooperation**. At the Company's reasonable request, you will use good faith efforts to cooperate with the Company Group and its attorneys or other legal representatives (collectively, the "Attorneys") in connection with any claim, litigation, audit, or other or judicial, arbitral or government proceeding which is material to the Company Group and is now pending or may hereinafter be brought against any of the Released Parties by any third party. Your duty of cooperation will include, but not be limited to, (a) meeting with Attorneys by telephone or in person at mutually convenient times and places in order to state truthfully your knowledge of matters at issue and recollection of events, (b) appearing at the Company Group's and/or the Attorneys' request (and, to the extent possible, at a time convenient to you that does not conflict with the needs or requirements of your then-current employer) as a witness at depositions or trials, without necessity of a subpoena, in order to state truthfully your knowledge of matters at issue, and (c) signing at the Company Group's and/or the Attorneys' request, declarations or affidavits that truthfully state matters of which you have knowledge. The Company will reimburse you for the reasonable expenses that you incur in the course of your cooperation hereunder.

13. **Change in Control**. Notwithstanding anything in this Agreement to the contrary, if a Change in Control occurs on the terms described in Section 2(a), then (a) you and the Company will negotiate in good faith an extension of your services to the Company (either as an employee or a consultant) for a period ending no earlier than six months after the consummation of such Change of Control during which period you will assist with transition and integration and (b) to the extent necessary to avoid any additional taxes on the Separation Benefits pursuant to Section 409A (as defined in Section 10.2 of the Severance Plan) as a result of such extension of your

services to the Company, the Separation Benefits will not be paid to you at the applicable times set forth in Section 2 and instead will paid to you at the earliest date that would not result in such additional taxes.

14. **Confidentiality of Agreement**. You agree that you will keep all terms of this Agreement confidential, including but not limited to the fact and amounts of the Separation Benefits, except that you may make necessary disclosures to your spouse, attorney or tax advisor; *however*, you agree to assume responsibility for your spouse's, representatives' and tax advisor's conduct and confidentiality obligations.

15. **Withholding Taxes**. The Company may withhold from the Separation Benefits all federal, state, local, domestic and foreign taxes as shall be required pursuant to any law or governmental ruling or regulation as reasonably determined by the Company.

16. **Non-Admissions**. The fact and terms of this Agreement, and the furnishing of consideration for this Agreement, are not an admission by the Company Group of liability or other wrongdoing under any law, but rather such liability is expressly denied. You acknowledge that the parties contemplate an unequivocal, complete and final dissolution of the employment relationship.

17. **Severability**. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

18. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any prior agreements or understandings between the parties as to its subject matter, including, without limitation, the Severance Plan and the Equity Plan; *provided* that the non-solicitation of employees set forth in each of the award agreements referenced in Section 2(c) will remain in full force and effect in accordance with its terms. You acknowledge that you have not relied on any representations, promises or agreements of any kind made to you in connection with your decision to accept this Agreement except for those set forth in this Agreement.

19. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of (a) your heirs, successors, personal representatives and legal representatives and (b) any successor of the Company.

20. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving any effect to the conflict of laws provisions thereof.

21. [Signature page follows]

22. If you accept and agree to the terms herein, within the time frame described in this Agreement, please sign on the appropriate line below and return by email to me at david.miller@matrixservicecompany.com.

23. Sincerely,

24.

25. ___________________________________

26. David Miller
27. General Counsel

28.

29. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LEGAL ADVISOR OF MY CHOICE, THAT I HAVE CAREFULLY REVIEWED AND CONSIDERED THIS AGREEMENT, THAT I

UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

30.

31. ____

32. Kevin Cavanah

33. ____

34. Date

35.

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42.

43. *[Signature Page to Transition and Separation Agreement]*

EXHIBIT A

EQUITY AWARD TREATMENT SUMMARY

Share-Based RSUs

Grant Date	Shares Outstanding	Scheduled Vesting Date	Treatment on Supplemental Release Effective Date
8/30/22	4,569	8/30/26	Fully vest
8/29/23	6,176	8/29/26	Fully vest
8/29/23	6,176	8/29/27	Fully vest
8/27/24	4,307	8/27/26	Fully vest
8/27/24	4,307	8/27/27	Fully vest
8/27/24	4,307	8/27/28	Fully vest
8/27/25	3,009	8/27/26	Fully vest
8/27/25	3,009	8/27/27	Fully vest
8/27/25	3,009	8/27/28	Fully vest
8/27/25	3,008	8/27/29	Fully vest

Cash-Based RSUs

Grant Date	Units Outstanding	Scheduled Vesting Date	Treatment on Supplemental Release Effective Date
8/30/22	4,569	8/30/26	Fully vest
8/29/23	6,175	8/29/26	Fully vest
8/29/23	6,175	8/29/27	Fully vest
8/27/24	4,307	8/27/26	Fully vest
8/27/24	4,307	8/27/27	Fully vest
8/27/24	4,307	8/27/28	Fully vest
8/27/25	3,009	8/27/26	Fully vest
8/27/25	3,009	8/27/27	Fully vest
8/27/25	3,009	8/27/28	Fully vest
8/27/25	3,008	8/27/29	Fully vest

Performance Units

Grant Date	Units Outstanding (Target)	Scheduled Service Vesting Date	Treatment on Supplemental Release Effective Date
8/29/23	49,406	8/29/26	Service condition met pro rata

8/27/24	34,456	8/27/27	Service condition met pro rata
8/27/25	24,070	8/27/28	Service condition met pro rata

EXHIBIT B

SUPPLEMENTAL RELEASE

Reference is made in this Exhibit B to the letter agreement, dated as of April 28, 2026 (the "Transition and Separation Agreement") entered into by and you and Matrix Service Company, a Delaware corporation. Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the Transition and Separation Agreement.

1. **Release.** By signing this Agreement, you hereby, for your own self and on behalf of your heirs, executors, administrators, and assigns, agree to and do hereby RELEASE, ACQUIT, WAIVE and FOREVER DISCHARGE (i) the Company Group; (ii) any past or present director, officer, employee or agent of the Company Group, in their individual and official capacities; (iii) the Company Group's representatives, predecessors, successors-in-interest, and affiliated companies; and (iv) the present and former shareholders, agents, attorneys, fiduciaries, insurers, heirs, administrators, executors, successors and assigns of any of the foregoing entities and persons named in clauses (i), (ii) and (iii) and any other person, firm or corporation for which any of the foregoing entities and persons named in clauses (i), (ii) and (iii) may be legally responsible or which may be legally responsible for any of them (all collectively, the "Released Parties"), in each case, from any and all claims, liabilities, demands, and causes of action of whatsoever nature, accrued or unaccrued, known or unknown, fixed or contingent, which you may have or claim to have against any of the Released Parties occurring during, arising out of, or related to your employment and/or termination of employment with the Company and/or as a result of any other matter arising through the date of your signature on this Agreement. This release, acquittal, waiver and discharge includes, but is not limited to, claims arising under federal, state or local laws, whether equitable or legal, causes of action for breach of express or implied written or oral contract, promissory estoppel, tortious interference with contract, claims for personal injury or harm, negligence, intentional infliction of emotional injury, fraud, negligent misrepresentation, negligent supervision, libel, slander, sexual orientation or preference discrimination, race or color discrimination, invasion of privacy, religious discrimination, sex or gender discrimination, national origin discrimination, harassment, wrongful termination, violations of the Oklahoma Anti-Discrimination Act, violations of the Worker Adjustment and Retraining Notification (WARN) Act, violations of Title VII of the Civil Rights Act 1964, violations of the Civil Rights Act of 1866 (42 U.S.C. § 1981), violations of the Age Discrimination in Employment Act, violations of the Older Workers' Benefit Protection Act, violations of the Genetic Information Nondiscrimination Act, violations of the Occupational Safety and Health Act, violations of the National Labor Relations Act, violations of the Americans with Disabilities Act, violations of the Family Medical Leave Act, violations of Fair Labor Standards Act or Equal Pay Act violations, violations of the Fair Credit Reporting Act , violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or the Employee Separation Income Security Act of 1974, and any similar federal, state, and local laws, worker's compensation violations, retaliation for exercise of protected rights, employee health or disability benefit compensation violations, disability or handicap discrimination, loss of consortium, mental anguish, pain and suffering, lost past or future wages, lost past or future bonuses or commissions, vacation or sick pay, pension benefits, costs, punitive or exemplary damages, attorney's fees, and pre- or post-judgment interest.

2. **Settlement**. You agree to and hereby accept the Separation Benefits in full compromise and settlement of all claims, demands, causes of action of whatsoever nature accrued or unaccrued, federal or state, equitable or legal occurring during, arising out of or related to your

employment and/or termination of employment with the Company, including but not limited to the claims referenced in Section 1.

3. **Forfeiture and Recovery of Separation Benefits**. If you, or anyone acting on your behalf, breaches any representation or any obligation under this Agreement or the Transition and Separation Agreement, including without limitation the Covenants, the Company may, in addition to any other legal or equitable remedies it may have, terminate all Separation Benefits not yet paid or provided to you and recover all Separation Benefits previously paid or provided to you.

4. **Exclusions**. Excluded from this Agreement are any claims or rights which cannot be waived by law. Also excluded from this Agreement is your right to file for workers' compensation or unemployment compensation or unpaid wages or vested benefits that are due, as well as your right to file a charge with an administrative agency or participate in any agency investigation.

5. **Acknowledgments**. You hereby warrant and represent that you (a) have not (i) filed or caused to be filed any claim against the Released Parties, whether past or present, with any administrative agency, court of law or other tribunal, (ii) assigned, sold, delivered, transferred or conveyed any rights you have asserted or may have against any of the aforementioned parties to any person or entity, in each case, with respect to any claims being released hereby, (iii) assisted or advised any directors, officers, shareholders, employees or agents of any of the aforementioned parties with respect to the pursuit or evaluation of any claim against any of the aforementioned parties, or (iv) engaged in the course of your employment with or services to the Company Group in (A) any fraudulent, tortious or illegal activity or (B) any violation of a material policy of the Company Group that would cause the Company Group demonstrable material injury, and (b) unless previously reported to the Company in writing, you are not aware of any (i) wrongdoing, regulatory violations, or fraud committed by the Company Group or its officers or its employees, (ii) significant deficiencies or material weaknesses in the Company Group's internal control over financial reporting, (iii) inaccuracy in any certification signed by you pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 and (iv) other information that might reasonably be expected to materially and adversely affect the Company Group, its business, financial condition or results of operations.

6. **Advised to Seek Consultation**. You understand that Section 1 above includes a release of claims under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act. You understand that this Agreement does not waive rights or claims that arise after the date that you execute this Agreement. Further, you are advised to consult with legal counsel regarding this Agreement.

7. **Consideration Period**. You acknowledge that you have had adequate time to review and consider this Agreement, and, as a result, enter into this Agreement willingly and voluntarily. You acknowledge that you have had at least 21 days after the date that you received this Agreement to review and consider this Agreement.

8. **Revocation Period**. You understand that you have a period of seven days after the date that you execute this Agreement during which you may notify the Company that you revoke this Agreement. If you decide to revoke this Agreement, notice of revocation must be made in writing and sent by email to David Miller at david.miller@matrixservicecompany.com, and received prior to the expiration of the seven-day revocation period. This Agreement will not become effective until after the revocation period expires. If you revoke this Agreement, you will not receive any of the Separation Benefits. If you timely execute and do not revoke this

Agreement, then this Agreement, including your entitlement to the Separation Benefits, will become effective on the eighth day after you execute this Agreement.

9. **Agreement Not to Sue**. You agree not to sue in any local, state or federal court regarding or relating in any way to your employment with, or termination of employment from, the Company, unless suit is necessary to enforce the terms of the Transition and Separation Agreement.

10. **Non-Admissions**. The fact and terms of this Agreement, and the furnishing of consideration for this Agreement, are not an admission by the Company Group of liability or other wrongdoing under any law, but rather such liability is expressly denied. You acknowledge that the parties contemplate an unequivocal, complete and final dissolution of the employment relationship.

11. **Severability**. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

12. **Entire Agreement**. This Agreement (together with the Transition and Separation Agreement) sets forth the entire agreement between the parties hereto and fully supersedes any prior agreements or understandings between the parties as to its subject matter, including, without limitation, the Severance Plan and the Equity Plan; *provided* that the non-solicitation of employees set forth in each of the award agreements referenced in Section 2(c) of the Transition and Separation Agreement will remain in full force and effect in accordance with its terms. You acknowledge that you have not relied on any representations, promises or agreements of any kind made to you in connection with your decision to accept this Agreement except for those set forth in this Agreement and the Transition and Separation Agreement.

13. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of (a) your heirs, successors, personal representatives and legal representatives and (b) any successor of the Company.

14. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving any effect to the conflict of laws provisions thereof.

[Signature page follows]

15. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LEGAL ADVISOR OF MY CHOICE, THAT I HAVE CAREFULLY REVIEWED AND CONSIDERED THIS AGREEMENT, THAT I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

16.

17. ____
Kevin Cavanah
18. ____
19. Date

20. **[Not to be signed before the Separation Date]**

21.

22. *[Signature Page to Supplemental Release]*

Exhibit 10.2
Execution Version

April 28, 2026

Nancy Austin
Via Email

Dear Nancy,

This letter agreement (this "Agreement") sets forth the terms and conditions of the transition and separation of your employment with Matrix Service Company, a Delaware corporation (the "Company"), effective as of May 7, 2026 (the "Separation Date").

1. **Transition and Separation**. You acknowledge and agree that (a) your employment with the Company will end on the Separation Date, (b) during the period beginning on the date hereof and ending on the Separation Date, you will continue to be employed by the Company as its Chief Administrative Officer on the same terms and conditions as in effect as of the date hereof, and will facilitate an orderly transition of your duties, and (c) by executing this Agreement, you hereby resign, effective as of the Separation Date, from your position of Chief Administrative Officer of the Company and from any and all offices and directorships that you hold with the Company and its subsidiaries (collectively, the "Company Group"). You agree to execute all instruments and take all actions, at the Company's cost and expense, to evidence and/or effectuate such resignations.

2. **Separation Benefits**. If you satisfy all of the Conditions (as defined in Section 3), then you will receive the payments and benefits set forth in this Section 2 (collectively, the "Separation Benefits").

a. Within 14 days following the Effective Date (as defined in Section 3), you will receive a lump sum cash payment in the amount of $608,345, which amount is equal to 150% of your General Severance Compensation (as defined in Section 1.1.18 of the 2021 Matrix Service Company Severance Plan for Executives, as amended and restated as of May 2, 2022 (the "Severance Plan")).

b. If you timely elect COBRA continuation coverage following the Separation Date, then during the 18-month period immediately following the Separation Date, the Company will pay or reimburse you on a monthly basis for the cost of such coverage.

c. Your outstanding Company equity awards that were granted to you under the 2020 Stock and Incentive Compensation Plan (the "Equity Plan") will be treated as set forth in this clause (c) (capitalized terms used but not defined in this clause (c) have the meanings assigned to them in the applicable award agreement). For clarity, the treatment of such equity awards is summarized in the table set forth in Exhibit A. In the event of any conflict between this clause (c) and Exhibit A, this clause (c) will control.

i. 10,184 of the 23,613 Share-Based RSUs, in aggregate, that were granted to you on August 30, 2022, August 29, 2023, August 27, 2024 and August 27, 2025 will vest as of the Effective Date and will be settled in Shares on the dates determined in accordance with the applicable award agreements. For clarity, the remaining 13,429 of such 23,613 outstanding Share-Based RSUs will be forfeited on the Separation Date.

ii. 10,184 of the 23,613 Cash-Based RSUs, in aggregate, that were granted to you on August 30, 2022, August 29, 2023, August 27, 2024 and August 27, 2025 will vest as of the Effective Date and will be settled in cash on the dates determined in accordance with the applicable award agreements. For clarity, the remaining 13,429 of such 23,613 outstanding Cash-Based RSUs will be forfeited on the Separation Date.

iii. The service condition applicable to the 27,860 Performance Units (at target) that were granted to you on August 29, 2023 will be deemed satisfied as of the Effective Date (the "Service Vested Performance Units"), and the Service Vested Performance Units will vest and be settled in Shares on the date determined in accordance with the applicable award agreement, to the extent that the applicable performance goals are satisfied in accordance with the applicable award agreement. For clarity, (A) to the extent that the Shareholder Return Goals are not satisfied for the Service Vested Performance Units as of the last day of the applicable performance period, such Service Vested Performance Units will be forfeited as of such last day, and (B) all 33,003 of the outstanding Performance Units that were granted to you on August 27, 2024 and August 27, 2025, in aggregate at target, will, in each case, be forfeited on the Separation Date.

3. You acknowledge and agree that the Company is providing you with the Separation Benefits only in exchange for the promises you made in this Agreement, and the Separation Benefits are not otherwise due to you.

4. **Conditions**. To receive the Separation Benefits, you must satisfy all of the conditions set forth in this Section 3 (collectively, the "Conditions").

a. You must (i) sign and return this Agreement by no later than May 28, 2026 (but no earlier than the Separation Date) and (ii) not revoke this Agreement during the seven-day period immediately following the date that you sign this Agreement. If you timely sign and do not revoke this Agreement, then this Agreement will become effective on the eighth day after you sign this Agreement (such eighth day, the "Effective Date").

b. You must comply with all the terms set forth in this Agreement, including, without limitation, the covenants set forth or referenced in Sections 12, 13, 14, 15 and 16 (collectively, the "Covenants").

5. **Release**. By signing this Agreement, you hereby, for your own self and on behalf of your heirs, executors, administrators, and assigns, agree to and do hereby RELEASE, ACQUIT, WAIVE and FOREVER DISCHARGE (i) the Company Group; (ii) any past or present director, officer, employee or agent of the Company Group, in their individual and official capacities; (iii) the Company Group's representatives, predecessors, successors-in-interest, and affiliated companies; and (iv) the present and former shareholders, agents, attorneys, fiduciaries, insurers, heirs, administrators, executors, successors and assigns of any of the foregoing entities and persons named in clauses (i), (ii) and (iii) and any other person, firm or corporation for which any of the foregoing entities and persons named in clauses (i), (ii) and (iii) may be legally responsible or which may be legally responsible for any of them (all collectively, the "Released Parties"), in each case, from any and all claims, liabilities, demands, and causes of action of whatsoever nature, accrued or unaccrued, known or unknown, fixed or contingent, which you may have or claim to have against any of the Released Parties occurring during, arising out of, or related to your employment and/or termination of employment with the Company and/or as a result of any other matter arising through the date of your signature on this Agreement. This release, acquittal, waiver and discharge includes, but is not limited to, claims arising under federal, state or local laws, whether equitable or legal, causes of action for breach of express or implied written or oral contract, promissory estoppel, tortious interference with contract, claims for personal injury or harm, negligence, intentional infliction of emotional injury, fraud, negligent misrepresentation, negligent supervision, libel, slander, sexual orientation or preference discrimination, race or color discrimination, invasion of privacy, religious discrimination, sex or

gender discrimination, national origin discrimination, harassment, wrongful termination, violations of the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act, the Oklahoma Anti-Discrimination Act, violations of the Worker Adjustment and Retraining Notification (WARN) Act, violations of Title VII of the Civil Rights Act 1964, violations of the Civil Rights Act of 1866 (42 U.S.C. § 1981), violations of the Genetic Information Nondiscrimination Act, violations of the Occupational Safety and Health Act, violations of the National Labor Relations Act, violations of the Americans with Disabilities Act, violations of the Family Medical Leave Act, violations of Fair Labor Standards Act or Equal Pay Act violations, violations of the Fair Credit Reporting Act, violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or the Employee Retirement Income Security Act of 1974, and any similar federal, state, and local laws, worker's compensation violations, retaliation for exercise of protected rights, employee health or disability benefit compensation violations, disability or handicap discrimination, loss of consortium, mental anguish, pain and suffering, lost past or future wages, lost past or future bonuses or commissions, vacation or sick pay, pension benefits, costs, punitive or exemplary damages, attorney's fees, and pre- or post-judgment interest.

6. **Forfeiture and Recovery of Separation Benefits**. If you, or anyone acting on your behalf, breaches in any material respect any representation or any obligation under this Agreement, including without limitation the Covenants, the Company may, in addition to any other legal or equitable remedies it may have, terminate all Separation Benefits not yet paid or provided to you and recover all Separation Benefits previously paid or provided to you.

7. **Exclusions**. Excluded from this Agreement are any claims or rights which cannot be waived by law. Also excluded from this Agreement is your right to file for workers' compensation or unemployment compensation or unpaid wages or vested benefits that are due, as well as your right to file a charge with an administrative agency or participate in any agency investigation.

8. **Acknowledgments**. You represent that, as of the date you sign this Agreement: (a) you have not filed a lawsuit in any court against any Released Party with respect to the claims you are releasing in Section 4; (b) you have not assigned your right to bring the claims you are releasing in Section 4; and (c) you will not knowingly provide false testimony regarding matters within your personal knowledge. Nothing in this Section 7 limits your rights under Section 6 (Exclusions), including the right to file a charge or complaint with, communicate with, or participate in an investigation or proceeding conducted by, any federal, state, or local governmental agency, or to provide information protected by whistleblower laws.

9. **Advised to Seek Consultation**. You understand that Section 4 above includes a release of claims under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act. You understand that this Agreement does not waive rights or claims that arise after the date that you execute this Agreement. Further, you are advised to consult with legal counsel regarding this Agreement.

10. **Consideration Period**. You acknowledge that you have had adequate time to review and consider this Agreement, and, as a result, enter into this Agreement willingly and voluntarily. You acknowledge that you have had at least 21 days after the date that you received this Agreement to review and consider this Agreement.

11. **Revocation Period**. You understand that you have a period of seven days after the date that you execute this Agreement during which you may notify the Company that you revoke this Agreement. If you decide to revoke this Agreement, notice of revocation must be made in writing and sent by email to David Miller at david.miller@matrixservicecompany.com, and received prior to the expiration of the seven-day revocation period. This Agreement will not

become effective until after the revocation period expires. If you revoke this Agreement, you will not receive any of the Separation Benefits. If you timely execute and do not revoke this Agreement, then this Agreement, including your entitlement to the Separation Benefits, will become effective on the eighth day after you execute this Agreement.

12. **Agreement Not to Sue**. You agree not to file or maintain any lawsuit against any Released Party asserting any claim that is released under Section 4 of this Agreement; provided, however, that nothing in this Agreement prohibits you from (a) bringing an action to enforce this Agreement, (b) filing a charge or complaint with, communicating with, or participating in any investigation or proceeding by, any federal, state, or local governmental agency as permitted by Section 6, or (c) exercising any rights that cannot be waived by law.

13. **Affirmation of Non-Solicitation of Employees**. You acknowledge and agree that you are bound by, and will abide by, the non-solicitation of employees set forth in each of the award agreements referenced in Section 2(c).

14. **Confidential Information and Trade Secrets**.

a. You agree that you will not, unless required or otherwise permitted by law, disclose or divulge to any other person or entity, directly or indirectly, any confidential records or information regarding the Company Group, including but not limited to the following: (i) practices, policies and or procedures; (ii) trade secrets; (iii) customer names; (iv) any information regarding existing or prospective future business, planning, or development; (v) contracts or proposed contracts; (vi) financial information; (vii) staffing or personnel utilization; (viii) salary or wage levels; (ix) privileged communications; and (x) other information deemed confidential or proprietary not herein listed. You agree that you will not, except as permitted by Section 13(b), Section 6, or as otherwise required by law, disclose the Company Group's confidential information or trade secrets. By no later than the Separation Date (or such later date as the Company may agree in writing), you will return to the Company all Company Group property in your possession or control that the Company has requested in writing, including any Company-issued devices, documents, and physical materials. To the best of your knowledge, after a reasonable search, you will not knowingly retain any confidential information or trade secrets of the Company Group in your possession or control, whether in hard copy or electronic form, other than (i) personal contact information maintained in your personal address book/calendar, (ii) documents needed to administer your benefits or tax matters, and (iii) materials retained by your attorney solely for purposes of advising you regarding this Agreement, each of which shall remain subject to confidentiality obligations. The Company shall not delay payment of the Separation Benefits for immaterial or inadvertent failures to return property. If the Company reasonably believes, in good faith, that you have failed to return material Company Group property, the Company will provide written notice identifying the items in reasonable detail, and you will have 10 business days after receipt of such notice to return such items or confirm in writing that you do not have them. Payment of Separation Benefits may be delayed only during such 10-business day cure period, and only with respect to amounts not yet due to be paid at the time notice is provided.

b. The Company and you agree that it will not be a violation of this Agreement for you to disclose a trade secret in any of the following cases: (i) where disclosure is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (ii) where disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) where disclosure is to your attorney who is representing you in a claim that the Company retaliated against you for reporting a suspected violation of law. You and your attorney may use the trade secret information in the court proceeding without violating this Agreement, only if any document containing the trade secret is filed under seal and you or your attorney does not disclose the trade secret, except pursuant to court order.

15. **Non-Disparagement**. You agree not to make negative comments or otherwise disparage any member of the Company Group or any of their respective officers, directors, executives, shareholders or agents. The Company agrees to instruct the Company's Board of Directors, executive officers and designated HR/Communications leadership not to make negative comments or otherwise disparage you. The foregoing will not be violated by truthful statements by you, or by the Company's Board of Directors, executive officers or designated HR/Communications leadership in response to legal process or required governmental testimony or filings. Each party, in addition to any other rights or remedies contained herein, shall have all legal or equitable remedies available to it by law for any beach or this Section 14.

16. **Cooperation**. For a period of 24 months following the Separation Date (or such longer period as required by subpoena or other compulsory legal process), you will provide reasonable cooperation to the Company Group and its counsel in connection with any third-party claim, litigation, audit, or other judicial, arbitral, or governmental proceeding that is material to the Company Group and that relates to matters within your personal knowledge from your employment. The Company will provide reasonable advance notice of requested cooperation and will make reasonable efforts to schedule any requests at mutually convenient times, taking into account your personal and professional obligations. The Company will reimburse your reasonable out-of-pocket expenses incurred in providing such cooperation and will also compensate you for your time at a mutually agreed rate per hour for time spent at the Company's request, excluding time required to comply with legal process served directly on you. Nothing in this Section 15 requires you to waive any applicable privilege or to disclose confidential information of a subsequent employer.

17. **Confidentiality of Agreement**. You agree to keep the terms of this Agreement confidential, except that you may disclose them to your spouse, attorney, tax advisor, or as otherwise required by law. You agree to instruct any person to whom you disclose the terms under this Section 16 to keep such terms confidential. You will not be responsible for a disclosure by such person unless you authorized the disclosure in violation of this Section 16 or failed to so instruct such person.

18. **Withholding Taxes**. The Company may withhold from the Separation Benefits all federal, state, local, domestic and foreign taxes as shall be required pursuant to any law or governmental ruling or regulation as reasonably determined by the Company.

19. **Non-Admissions**. The fact and terms of this Agreement, and the furnishing of consideration for this Agreement, are not an admission by the Company Group of liability or other wrongdoing under any law, but rather such liability is expressly denied. You acknowledge that the parties contemplate an unequivocal, complete and final dissolution of the employment relationship.

20. **Severability**. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

21. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties with respect to your transition, separation, and the Separation Benefits, and supersedes any prior agreements or understandings between the parties solely to the extent they relate to such subject matter; provided, however, that (i) your equity awards shall continue to be governed by the Equity Plan and the applicable award agreements, except as expressly modified by Section 2(c)

and Exhibit A; (ii) any rights you may have under the Company's certificate of incorporation, bylaws, or any separate indemnification agreement (including rights to advancement of expenses and directors' and officers' insurance coverage) are not waived or limited by this Agreement; and (iii) the restrictive covenants (including, without limitation, non-solicitation) contained in your equity award agreements remain in full force and effect in accordance with their terms, except to the extent modified by this Agreement. The Company represents that current copies of its certificate of incorporation and bylaws, each as amended to date, and any directors' and officers' insurance policy that covers you, have been made available to you.

22. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of (a) your heirs, successors, personal representatives and legal representatives and (b) any successor of the Company.

23. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving any effect to the conflict of laws provisions thereof.

24. [Signature page follows]

25. If you accept and agree to the terms herein, within the time frame described in this Agreement, please sign on the appropriate line below and return by email to me at david.miller@matrixservicecompany.com.

26. Sincerely,

27.

28. ______________________________

29. David Miller
30. General Counsel

31.

32. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LEGAL ADVISOR OF MY CHOICE, THAT I HAVE CAREFULLY REVIEWED AND CONSIDERED THIS AGREEMENT, THAT I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

33.

34. ______________________________
35. Nancy Austin

36. ______________________________
37. Date

38.

39.

40.

41.

42.

43.

44. *[Signature Page to Separation Agreement]*

EXHIBIT A

EQUITY AWARD TREATMENT SUMMARY

Share-Based RSUs

Grant Date	Shares Outstanding	Scheduled Vesting Date	Treatment
8/30/22	2,576	8/30/26	Fully vest on Effective Date
8/29/23	3,482	8/29/26	Fully vest on Effective Date
8/29/23	3,482	8/29/27	Forfeited on Separation Date
8/27/24	2,429	8/27/26	Fully vest on Effective Date
8/27/24	2,429	8/27/27	Forfeited on Separation Date
8/27/24	2,428	8/27/28	Forfeited on Separation Date
8/27/25	1,697	8/27/26	Fully vest on Effective Date
8/27/25	1,697	8/27/27	Forfeited on Separation Date
8/27/25	1,697	8/27/28	Forfeited on Separation Date
8/27/25	1,696	8/27/29	Forfeited on Separation Date

Cash-Based RSUs

Grant Date	Units Outstanding	Scheduled Vesting Date	Treatment
8/30/22	2,576	8/30/26	Fully vest on Effective Date
8/29/23	3,482	8/29/26	Fully vest on Effective Date
8/29/23	3,482	8/29/27	Forfeited on Separation Date
8/27/24	2,429	8/27/26	Fully vest on Effective Date
8/27/24	2,429	8/27/27	Forfeited on Separation Date
8/27/24	2,428	8/27/28	Forfeited on Separation Date
8/27/25	1,697	8/27/26	Fully vest on Effective Date
8/27/25	1,697	8/27/27	Forfeited on Separation Date
8/27/25	1,697	8/27/28	Forfeited on Separation Date
8/27/25	1,696	8/27/29	Forfeited on Separation Date

Performance Units

Grant Date	Units Outstanding (Target)	Scheduled Service Vesting Date	Treatment
8/29/23	27,860	8/29/26	Service condition fully met on Effective Date

8/27/24	19,430	8/27/27	Forfeited on Separation Date
8/27/25	13,573	8/27/28	Forfeited on Separation Date

MATRIX SERVICE COMPANY
AWARD AGREEMENT
August 27,2025

1. **Award**. The awards set forth in this Award Agreement (the "Award Agreement") are subject to your acceptance of and agreement to all of the applicable terms, conditions, and restrictions described in the 2020 Stock and Incentive Compensation Plan (the "Plan"), of Matrix Service Company, a Delaware corporation (the "Company") a copy of which is on file with, and may be obtained from, the Secretary of the Company, and to your acceptance of and agreement to the further terms, conditions, and restrictions described in this Award Agreement. To the extent that any provision of this Award Agreement conflicts with the expressly applicable terms of the Plan, it is hereby acknowledged and agreed that those terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan.

2. **Restricted Stock Units and Performance Unit Long-Term Incentive Award.**

(a) **Restricted Stock Units and Performance Units Awards.** The Company hereby grants to you an aggregate of restricted stock units (individually, an "RSU," and collectively, "RSUs") as more specifically set forth in Section 2(e). This grant of RSUs is comprised of "Stock-Based RSUs" and "Cash-Based RSUs." Each Stock-Based RSU entitles you to receive one share of common stock, par value $.01 per share, of the Company (the "Shares") at such time as the restrictions described in Section 2(d)(ii) lapse as described in Section 2(e)(i). Each Cash-Based RSU entitles you to receive an amount of cash equal to the value of one Share based on the closing price of the Shares at such time as the restrictions described in Section 2(d)(ii) lapse as described in Section 2(e)(i). In addition, the Company hereby grants to you an aggregate of performance units (individually, a "Performance Unit," and collectively, "Performance Units"). Each Performance Unit entitles you to receive up to two Shares at such time as the restrictions described in Section 2(d)(ii) lapse as described in Section 2(e)(ii).

(b) **Form of Restricted Stock; Possession of Certificates.** The Company shall issue the Shares you become entitled to receive hereunder by book-entry registration or by issuance of a certificate or certificates for the Shares in your name as soon as practicable after the restrictions in Section 2(d)(ii) lapse as described in Section 2(e). In the event the Company issues a certificate or certificates for the Shares, such certificates shall be subject to such stop transfer orders and other restrictions as the committee of the Board of Directors that administers the Plan may deem necessary or advisable under the Plan and rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are then listed, and any applicable foreign, federal or state securities laws.

(c) **Stockholder Rights Prior to Issuance of Shares.** Neither you nor any of your beneficiaries shall be deemed to have any voting rights, rights to receive dividends or other rights as a stockholder of the Company with respect to any Shares covered by the RSUs or the Performance Units until the date of book-entry registration or issuance by the Company of a certificate to you for such Shares.

(d) **Restrictions.**

(i) Your ownership of the RSUs and Performance Units shall be subject to the restrictions set forth in subsection (ii) of this Section 2(d) until such restrictions lapse pursuant to the terms of Section 2(e).

(ii) The restrictions referred to in subsection (i) of this Section 2(d) are as follows:

(A) At the time of your termination of employment with the Company or an Affiliate, other than a termination of employment that occurs as a result of an event described in any of Subsections (iii) through (vii) of Section 2(e), you shall forfeit the RSUs and Performance Units to the Company and all of your rights thereto shall terminate without any payment of consideration by the Company.

(B) You may not sell, assign, transfer or otherwise dispose of any RSUs or Performance Units, or any rights under the RSUs or Performance Units. No RSU or Performance Unit and no rights under any such RSU or Performance Unit may be pledged, alienated, attached or otherwise encumbered, other than by will or the laws of descent and distribution. If you or anyone claiming under or through you attempts to violate this Section 2(d)(ii)(B), such attempted violation shall be null and void and without effect, and all of the Company's obligations hereunder shall terminate.

(e) **Lapse of Restrictions.**

(i) The restrictions described in Section 2(d)(ii) shall lapse with respect to the RSUs in four equal installments of 25 percent each on each of the first, second, third and fourth anniversaries of the date of this Award Agreement, such that the restrictions set forth in Section 2(d)(ii) shall have lapsed with respect to 100 percent of the RSUs on the fourth anniversary of the date of this Award Agreement.

(ii) The restrictions described in Section 2(d)(ii) shall lapse with respect to the Performance Units on the third anniversary of the date of this

Award Agreement (the "Measurement Date"), but only if and to the extent the Committee certifies in writing that the "Shareholder Return Goals" set forth in this subsection (ii) are met. The Shareholder Return Goals are as follows:

Shareholder Return Goal	**Total Shareholder Return**	**Percentage of Performance Units for Which Conditions are Satisfied**
Threshold Total Shareholder Return Goal	25th percentile of Peer Group	50%
Target Total Shareholder Return Goal	50th percentile of Peer Group	100%
Maximum Target Total Shareholder Return Goal	75^{th} percentile or above of Peer Group	200%

The Committee shall certify on a nondiscretionary basis whether and the extent to which the Shareholder Return Goals have been met on or before the date on which the Company is required to make a book-entry registration or issue a certificate for Shares relating to the achievement of Shareholder Return Goals as set forth in Section 2(e)(viii). In the event the Committee certifies that the Threshold Total Shareholder Return Goal has not been met, then all of the Performance Units will be forfeited to the Company. In the event the Committee certifies that the Company has achieved the Maximum Total Shareholder Return Goal, the conditions shall be deemed to have been satisfied and the restrictions on a number of Performance Units equal to all of the Performance Units multiplied by two shall be removed as of the Measurement Date. In the event the Committee certifies that the Company has achieved a Total Shareholder Return that is between any of the Total Shareholder Return Goals set forth above, then the conditions with respect to the Performance Units shall be deemed to have been met for the number of Performance Units determined by linear interpolation between such Shareholder Return Goals and the restrictions on such Performance

Units shall be removed as of the Measurement Date and the remainder of the Performance Units will be forfeited to the Company. The Committee has the final authority to determine on a nondiscretionary basis whether the Shareholder Return Goals have been met and to what extent.

Notwithstanding any other provision of this Award Agreement, if the Committee certifies that the Company's Total Shareholder Return (TSR) is less than zero for a measurement period, the number of Performance Units that vest shall be limited to 150% of the Target Total Shareholder Return Goal, regardless of the Company's TSR percentile ranking within the Peer Group. Any Performance Units exceeding this 150% cap shall be forfeited to the Company as of the Measurement Date.

Notwithstanding any other provision of this Award Agreement, if the Committee certifies that the Company's Total Shareholder Return (TSR) is 25% or greater for a measurement period, the conditions for vesting shall be deemed satisfied for at least 100% of the Target Total Shareholder Return Goal Performance Units, and the restrictions on those units shall be removed as of the Measurement Date, regardless of the Company's TSR percentile ranking within the Peer Group. If the Company's TSR also ranks above the 50th percentile of the Peer Group and satisfies other applicable performance conditions under this Award Agreement, additional Performance Units may vest in accordance with the relative performance vesting schedule, up to the maximum specified in this Award Agreement.

For purposes of measuring the Shareholder Return Goals with respect to the Company and each of the companies in the Peer Group: "Total Shareholder Return" shall mean the total shareholder return calculated by subtracting 1 from the following fraction:

Numerator: Ending Stock Value

Denominator: Beginning Stock Value

"Beginning Stock Value" shall mean, with respect to the Company and each of the companies in the Peer Group, $100, invested in common stock at the average closing stock price of such company for each of the trading days in the period covering April, May and June of 2025; "Ending Stock Value" shall mean, with respect to the Company and each of the companies in the Peer Group, the average closing stock price of such company of one share of common stock for each of the trading days in the period covering April, May and June of 2028 multiplied by the sum of the number of shares represented by the Beginning Stock Value initial $100 investment plus such additional shares resulting from all dividends paid on common stock during the three-year measurement period being treated as though they are reinvested on the applicable ex-dividend dates at the applicable closing prices on such dates; and "Peer Group" shall mean Ameresco, Inc., Arcosa, Inc., Argan, Inc., Babcock & Wilcox Enterprises, Inc., Concrete Pumping Holdings, Inc., Dycom Industries, Inc., EMCOR Group, Inc., Granite Construction, Inc., Great Lakes Dredge & Dock Corporation, IES Holdings, Inc., KBR, Inc., Limbach Holdings, Inc., MasTec, Inc., Mistras Group, Inc., MYR Group Inc., NPK International Inc., Northwest Pipe Company, Orion Group Holdings, Inc., Primoris Services Corporation, and Sterling Infrastructure, Inc. The Company will be included in the array when calculating the Company's percentile ranking relative to members of the Peer Group, which will be determined by listing the Company and members of the Peer Group from highest to lowest Total Shareholder Return achieved by the respective company and counting down from the company with the highest Total Shareholder Return to the Company's position within such list. In all events, the Total Shareholder Return of any member of the Peer Group shall be adjusted to give effect to any stock dividends, stock splits, reverse stock splits and similar transactions. If a company or companies in the Peer Group files for bankruptcy at any time prior to June 30, 2028 (the "Performance Period Termination Date"), then such company or companies shall have the lowest ranking in the Peer Group. If the common stock of a company or companies in the Peer Group ceases to trade on a national securities exchange as a result of a going private transaction or other acquisition at any time prior to the Performance Period Termination Date, then such company or companies shall be removed from the Peer Group.

(iii) Notwithstanding the provisions of subsections (i) and (ii) of this Section 2(e), the restrictions described in Section 2(d)(ii) shall lapse with respect to the RSUs and the Performance Units (as if the Target Total Shareholder Return Goal had been met) upon the occurrence of your death or "Disability."

The term "Disability" means the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than 12 months. Provided, a Participant will be deemed to be Disabled if the Participant becomes eligible to receive disability benefits under the long-term disability benefit plan sponsored by the Company. Notwithstanding the foregoing, all determinations of whether a Participant is Disabled shall be made in accordance with Section 409A of the Code. For purposes of this Section 2(e)(iii), the Target Performance Goal shall be deemed to have been met on the date the restrictions lapse by reason of the occurrence prior to the Measurement Date of either of the foregoing events, so that the conditions on issuance of 100 percent of the Performance Units shall be deemed satisfied on the date of such event.

(iv) Notwithstanding the provisions of subsection (i) of this Section 2(e), upon the occurrence of your "Retirement," the restrictions described in

Section 2(d)(ii) automatically and with no exercise of discretion of the Committee shall lapse with respect to all of your remaining RSUs and be settled upon the earliest to occur of (A) the normal lapsing schedule set forth in Section 2(e)(i) hereof and (B) your death. Notwithstanding any other provision of this subsection (iv), in the event that you Retire within one year of the date of this Award Agreement, the restrictions will not lapse on any portion of the RSUs represented by this Award Agreement and all such remaining RSUs shall immediately be forfeited.

The term "Retirement" or "Retire" shall mean your voluntary "Separation from Service" (as defined in Code Section 409A), on or after the date (A) on which you attain age 65 or (B) on which you attain age 60 and have completed at least ten years of continuous service as an employee of the Company or an Affiliate.

(v) Notwithstanding the provisions of subsection (ii) of this Section 2(e), in the event that you Retire prior to the Measurement Date and the Committee subsequently determines and certifies that the Company has achieved a Shareholder Return Goal at a level at or above the Threshold Shareholder Return Goal, the restrictions described in Section 2(d)(ii) shall lapse with respect to a pro rata number of Performance Units equal to the total number of Performance Units for which the restrictions would have lapsed on the Measurement Date under Subsection (ii) of this Section 2(e) if you had not Retired prior to the Measurement Date, multiplied by a fraction, the numerator of which is equal to the number of full and partial months elapsed from the date of the Award to the date of your Retirement, and the denominator of which is 36.

(vi) Notwithstanding the provisions of subsections (i) and (ii) of this Section 2(e), in the event of a Change of Control of the Company, this Award Agreement may be continued or assumed by the continuing or successor (as the case may be) organization (the "Successor"), or the Successor may substitute an equivalent award. With respect to any RSUs that are continued, assumed or substituted for in accordance with this subsection (vi), the restrictions described in Section 2(d)(ii) shall continue to lapse with respect to such RSUs (as the same may be adjusted in accordance with this subsection (vi)) as set forth in Section 2(e)(i) hereof._ With respect to any Performance Units that are continued, assumed or substituted for in accordance with this subsection (vi), the Shareholder Return Goals set forth in Section 2(e)(ii) shall be deemed to have been satisfied (as if the greater of the Target Total Shareholder Return Goal or the Company’s actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met) and the restrictions described in Section 2(d)(ii) shall lapse with respect to the Performance Units (as the same may be adjusted consistent with this subsection (vi)) in equal installments on the anniversary dates of this Award Agreement ending on the fourth anniversary of this Award

Agreement; provided, however, in the event you incur a voluntary Separation from Service after suffering an "Adverse Event" or incur an involuntary Separation from Service not for "Cause," in connection with a Change of Control or at any time ending with the earlier to occur of the second anniversary of the Change of Control or the Measurement Date, the restrictions described in Section 2(d)(ii) shall immediately lapse with respect to the RSUs and the Performance Units (as if the greater of the Target Total Shareholder Return Goal or the Company's actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met).

The term "Adverse Event" shall as to any Participant mean:

(A) a material reduction of the Participant's authorities, duties, or responsibilities with the Company;

(B) a material reduction of the Participant's annual salary or a material reduction in the Participant's target annual incentive compensation, in each case other than a reduction which is applicable to all employees in the same salary grade as the Participant; or

(C) a transfer of the Participant's primary workplace by more than thirtyfive (35) miles.

If a Participant purports to terminate his or her employment after suffering an Adverse Event, the Participant must give the Company written notice of his or her intent to terminate within sixty (60) calendar days of the occurrence of the event that allegedly constitutes an Adverse Event. The Company shall have a right to cure the event alleged to constitute an Adverse Event for a period of thirty (30) calendar days after notice from the Participant of his or her intention to terminate.

The term "Cause" shall mean your theft of company property, embezzlement or dishonesty that results in harm to the Company or any Successor; your continued gross or willful neglect of your job responsibilities after receiving written warnings regarding such neglect from the Company or any Successor; your conviction of a felony or pleading *nolo contendere* to a felony charged under state or federal law; or your willful violation of Company policy or the policies of any Successor.

(vii) Notwithstanding the provisions of subsections (i) and (ii) of this Section 2(e), in the event a Change of Control of the Company occurs and this Award Agreement is not continued or assumed by the Successor and the

Successor does not substitute an equivalent award, the restrictions described in Section 2(d)(ii) shall immediately lapse with respect to the RSUs and the Performance Units (as if the greater of the Target Total Shareholder Return Goal or the Company's actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met).

(viii) On the date of the lapse of the restrictions in accordance with this Section 2(e), or in any event, no later than sixty days after such date, the Company will make a book-entry registration or will issue you a certificate as provided in Section 2(b) of this Award Agreement for the Shares covered by such Stock-Settled RSUs and Performance Units in redemption of such RSUs and Performance Units and will pay you by check in redemption of the Shares covered by such Cash-Settled RSUs.

3. **Agreement with Respect to Taxes; Share Withholding**.

(a) You agree that (1) you will pay to the Company or an Affiliate, as the case may be, in cash, or make arrangements satisfactory to the Company or such Affiliate regarding the payment of any taxes of any kind required by law to be withheld by the Company or any of its Affiliates with respect to the Stock-Settled RSUs, the Cash-Settled RSUs, the Performance Units and/or the Shares and (2) the Company or any of its Affiliates shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to you any taxes of any kind required by law to be withheld with respect to the Stock-Settled RSUs, the Cash-Settled RSUs, the Performance Units and the Shares.

(b) With respect to withholding required upon the lapse of restrictions or upon any other taxable event arising as a result of the RSUs and Performance Units awarded or the issuance of Shares to you, you may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be withheld on the transaction (or such other amount that will not cause adverse accounting consequences for the Company and is permitted under the Plan and applicable withholding rules promulgated by the Internal Revenue Service or other applicable governmental entity). All such elections shall be irrevocable, made in writing, signed by you, and shall be subject to any restrictions or limitations that such Committee, in its sole discretion, deems appropriate.

4. **Adjustment of Shares.** The number of Shares subject to the RSUs and Performance Units awarded to you under this Award Agreement may be adjusted as provided in the Plan.

5. **Agreement With Respect to Securities Matters.** You agree that you will not sell or otherwise transfer any Shares received pursuant to this Award Agreement except pursuant to an effective registration statement under the U.S. Securities Act of 1933, as amended, or pursuant to an applicable exemption from such registration. Unless a registration statement relating to the Shares issuable upon the lapse of the restrictions on the RSUs and Performance Units pursuant to this Award Agreement is in effect at the time of issuance of such Shares, the certificate(s) for the Shares shall contain the following legend:

> The securities evidenced by this certificate have not been registered under the Securities Act of 1933 or any other securities laws. These securities have been acquired for investment and may not be sold or transferred for value in the absence of an effective registration of them under the U.S. Securities Act of 1933 and any other applicable securities laws, or receipt by the Company of an opinion of counsel or other evidence acceptable to the Company that such registration is not required under such acts.

6. **Forfeiture and Clawback.**

(a) You agree that in the event you violate the confidentiality, non-competition, non-solicitation or non-disparagement provisions of any agreement between you and the Company or any Affiliate, or any plan of the Company or any Affiliate in which you participate, including without limitation, the non-solicitation provisions of Section 7 below, you will forfeit in their entirety the RSUs and the Performance Units, and all of your rights thereto shall terminate without any payment of consideration by the Company.

(b) Notwithstanding any other provision of the Plan or this Award Agreement to the contrary, you acknowledge that any incentive-based compensation paid to you hereunder may be subject to recovery by the Company under any clawback policy which the Company may adopt from time to time, including without limitation the Company's existing policy and any policy which the Company may be required to adopt under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the U.S. Securities and Exchange Commission thereunder or the requirements of any national securities exchange on which the Company's common stock may be listed. You agree to promptly return any such incentive-based compensation which the Company determines it is required to recover from you under any such clawback policy.

7. **Non-Solicitation**.

(a) **Non-Solicitation of Employees**. During the period beginning on the date of this Award Agreement and ending on the second anniversary of the date of your termination of employment with the Company or an Affiliate, regardless of the reason for your termination of employment, you shall not, directly, or indirectly by assisting others: (i) cause or attempt to cause or encourage any employee of the Company or an Affiliate to terminate his or her relationship with the Company or an Affiliate or (ii) solicit the employment or engagement as a consultant or adviser, of any employee of the Company or an Affiliate or any former employee of the Company or an Affiliate who left the employ of the Company or Affiliate within two years following your termination of employment with the Company or an Affiliate.

(b) **Reasonableness of Restriction**. You agree and acknowledge that the above non-solicitation covenant is reasonable in the scope of activities restricted, the geographic area covered by the restriction and the duration of the restriction, and is necessary in that it protects the legitimate business interests of the Company and its Affiliates in its confidential information, its proprietary work, and its relationships with its employees, customers, suppliers and agents and that it does not unreasonably impair your ability to earn a livelihood or to support your dependents.

(c) **Irreparable Harm; Injunctive Relief**. You agree and acknowledge that a violation by you of the non-solicitation covenant contained herein will result in immediate and irreparable harm to the Company for which there is no adequate remedy at law. You hereby agree that the Company will be entitled, in addition to any remedies it might have under this Award Agreement or at law, to injunctive and other equitable relief to prevent or curtail any threatened or actual breach of this Award Agreement by you, without the posting of bond or other security.

(d) **Extension of Covenant**. During any breach of the non-solicitation provisions of this Award Agreement, the period of restraint set forth herein shall be automatically tolled and suspended for the amount of time that the violation continues.

(e) **Survival of Covenants**. Your obligations pursuant to this Section 7 shall survive the termination of this Award Agreement and the termination of your employment with the Company or an Affiliate.

(f) **Attorneys' Fees**. You agree to pay the Company any attorneys' fees and costs which the Company incurs in enforcing, to any extent, the provisions of this Section 7, whether or not litigation is actually commenced, and including any appeal.

8. **Compliance with 409A**. The Company intends that this Award Agreement and the Plan either (a) comply with Section 409A and guidance thereunder or (b) be excepted from the provisions of Section 409A. Accordingly, the Company reserves the right and you agree that the Company shall have the right, without your consent and without prior notice to you, to amend either or both this Award Agreement and the Plan to cause this Award Agreement and the Plan to be so compliant or so excepted and to take such other actions under the Plan and this Award Agreement to achieve such compliance or exception. If the payment of any benefit herein

would be subject to additional taxes and interest under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a “specified employee” (within the meaning of Code Section 409A), then if a Participant is a “specified employee,” any such payment that the Participant would otherwise be entitled to receive during the first six months following a “separation from service” (as defined in Code Section 409A) shall be accumulated and paid or provided, as applicable, within ten (10) days after the date that is six months following such separation from service, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such additional taxes and interest imposed pursuant to Code Section 409A and related provisions of the Code.

9. **Certain Definitions.** Capitalized terms used in this Award Agreement and not otherwise defined herein shall have the respective meanings provided in the Plan.

10. **Designation of Beneficiary**. Your beneficiary for receipt of any payment made under this Award Agreement in the event of your death shall be the person(s) designated as your beneficiary(ies) on a form prescribed by the Company. If no beneficiary is designated, upon your death, payment shall be made to your estate.

MATRIX SERVICE COMPANY AWARD AGREEMENT

August 25, 2026

«Grantee»
«Address1»
«Address2»
«City», «State» «PostalCode»

Dear «FirstName»:

1. **Award.** The awards set forth in this Award Agreement (this "Award Agreement") are subject to your acceptance of and agreement to all of the applicable terms, conditions, and restrictions described in the 2020 Stock and Incentive Compensation Plan (the "Plan"), of Matrix Service Company, a Delaware corporation (the "Company"), a copy of which is on file with, and may be obtained from, the Secretary of the Company, and to your acceptance of and agreement to the further terms, conditions, and restrictions described in this Award Agreement. To the extent that any provision of this Award Agreement conflicts with the expressly applicable terms of the Plan, it is hereby acknowledged and agreed that those terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan.

1. Restricted Stock Units and Performance Unit Long-Term Incentive Award.

    a. **Restricted Stock Units and Performance Units Awards.** The Company hereby grants you an aggregate of up to «Shares» restricted stock units (collectively, the "RSUs"). This grant of RSUs is comprised of up to «Shares» "Stock-Based RSUs" and up to «Shares» "Cash-Based RSUs." Each Stock-Based RSU entitles you to receive one share of common stock, par value $.01 per share, of the Company (the "Shares"), if the applicable restrictions described in Section 2(d)(ii) lapse pursuant to the terms of Section 2(e) (the "Restrictions"). Each Cash-Based RSU entitles you to receive an amount of cash equal to the value of one Share based on the closing price of the Shares at such time as the applicable Restrictions lapse in accordance with Section 2(e). In addition, the Company hereby grants you an aggregate of up to «Shares» performance units (collectively, the "Performance Units"). Each Performance Unit entitles you to receive up to two Shares if the applicable Restrictions lapse.

    a. **Form of Restricted Stock; Possession of Certificates; Cash Payment.** The Company shall issue the Shares you become entitled to receive hereunder with respect to the Stock-Based RSUs or the Performance Units by book-entry registration or by issuance of a certificate or certificates for the Shares in your name as soon as practicable (and in no event later than 60 days) after the applicable Restrictions lapse. In the event the Company issues a certificate or certificates for the Shares, such certificates shall be subject to such stop transfer orders and other restrictions as the Committee may deem necessary or advisable under the Plan and rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are then listed, and any applicable foreign, federal or state securities laws. The Company shall pay you the cash amount you become entitled to receive hereunder with respect to the Cash-Based RSUs as soon as practicable (and in no event later than 60 days) after the applicable Restrictions lapse.

a. **Stockholder Rights Prior to Issuance of Shares.** Neither you nor any of your beneficiaries shall be deemed to have any voting rights, rights to receive dividends or other rights as a stockholder of the Company with respect to any Shares covered by the Stock-Based RSUs or the Performance Units until the date of book-entry registration or issuance by the Company of a certificate to you for such Shares.

a. Restrictions.

   i. Your ownership of the RSUs and Performance Units shall be subject to the Restrictions set forth in Section 2(d)(ii) until the Restrictions lapse pursuant to the terms of Section 2(e).

   i. The Restrictions are as follows:

      1. At the time of your termination of employment with the Company and its Affiliates, other than your termination of employment that occurs as a result of an event described in any of Sections 2(e)(iii) through (vii), you shall forfeit the RSUs and Performance Units to the Company and all of your rights thereto shall terminate without any payment of consideration by the Company.

      1. You may not sell, assign, transfer or otherwise dispose of any RSUs or Performance Units, or any rights under the RSUs or Performance Units. No RSU or Performance Unit and no rights under any such RSU or Performance Unit may be pledged, alienated, attached or otherwise encumbered, other than by will or the laws of descent and distribution. If you or anyone claiming under or through you attempts to violate this Section 2(d)(ii)(B), such attempted violation shall be null and void and without effect, and all of the Company's obligations hereunder shall terminate.

a. Lapse of Restrictions.

   i. The Restrictions shall lapse with respect to the RSUs in three equal installments of 33.33% on each of the first, second and third anniversaries of the date of this Award Agreement (the "<u>Grant Date</u>"), such that the Restrictions shall have lapsed with respect to 100% of the RSUs on the third anniversary of the Grant Date.

   i. The Restrictions shall lapse with respect to the Performance Units on the third anniversary of the Grant Date (the "<u>Measurement Date</u>"), but only if and to the extent that the Committee certifies in writing that the "Shareholder Return Goals" set forth in this subsection (ii) are met. The Shareholder Return Goals are as follows:

Shareholder Return Goal

Total Shareholder Return

Percentage of Performance Units for Which Conditions are Satisfied

Threshold Total Shareholder Return Goal

25th percentile of Peer Group

50%

Target Total Shareholder Return Goal

Maximum Total Shareholder Return Goal

50th percentile of Peer Group

75^{th} percentile or above of Peer Group

100%

200%

The Committee shall certify on a nondiscretionary basis whether and the extent to which the Shareholder Return Goals have been met on or before the date on which the

Company is required to make a book-entry registration or issue a certificate for Shares relating to the achievement of Shareholder Return Goals as set forth in Section 2(e)(viii). In the event the Committee certifies that the Threshold Total Shareholder Return Goal has not been met, then all of the Performance Units will be forfeited to the Company. In the event the Committee certifies that the Company has achieved the Maximum Total Shareholder Return Goal, the conditions shall be deemed to have been satisfied and the Restrictions on a number of Performance Units equal to all of the Performance Units multiplied by two shall be removed as of the Measurement Date. In the event the Committee certifies that the Company has achieved a Total Shareholder Return that is between any of the Total Shareholder Return Goals set forth above, then the conditions with respect to the Performance Units shall be deemed to have been met for the number of Performance Units determined by linear interpolation between such Shareholder Return Goals and the Restrictions on such Performance Units shall be removed as of the Measurement Date and the remainder of the Performance Units will be forfeited to the Company. The Committee has the final authority to determine on a nondiscretionary basis whether the Shareholder Return Goals have been met and to what extent.

Notwithstanding any other provision of this Award Agreement, if the Committee certifies that the Company's Total Shareholder Return (TSR) is less than zero for a measurement period, the number of Performance Units for which the Restrictions shall lapse shall be limited to 150% of the Target Total Shareholder Return Goal, regardless of the Company's TSR percentile ranking within the Peer Group. Any Performance Units exceeding this 150% cap shall be forfeited to the Company as of the Measurement Date.

Notwithstanding any other provision of this Award Agreement, if the Committee certifies that the Company's TSR is 25% or greater for a measurement period, the number of Performance Units for which the Restrictions shall lapse shall be at least 100% of the Target Total Shareholder Return Goal Performance Units, regardless of the Company's TSR percentile ranking within the Peer Group. If the Company's TSR also ranks above the 50th percentile of the Peer Group, the Restrictions shall lapse for additional Performance Units based on the Company's TSR percentile ranking within the Peer Group, up to the maximum specified in this Award Agreement.

For purposes of measuring the Shareholder Return Goals with respect to the Company and each of the companies in the Peer Group:

"Total Shareholder Return" shall mean the total shareholder return calculated by subtracting 1 from the following fraction:

Numerator: Ending Stock Value Denominator: Beginning Stock Value;

"Beginning Stock Value" shall mean, with respect to the Company and each of the companies in the Peer Group, $100, invested in common stock at the average closing stock price of such company for each of the trading days in the period covering April, May and June of 2026;

"Ending Stock Value" shall mean, with respect to the Company and each of the companies in the Peer Group, the average closing stock price of such company of one share of common stock for each of the trading days in the period covering April, May and June of 2029 multiplied by the sum of the number of shares represented by the Beginning Stock Value initial $100 investment plus such additional shares resulting from all dividends paid on common stock during the three-year measurement period being treated as though they are reinvested on the applicable ex-dividend dates at the applicable closing prices on such dates; and

"Peer Group" shall mean Ameresco, Inc., Arcosa, Inc., Argan, Inc., Babcock & Wilcox Enterprises, Inc., Concrete Pumping Holdings, Inc., Dycom Industries, Inc., EMCOR Group, Inc., Granite Construction, Inc., IES Holdings, Inc., KBR, Inc., Limbach Holdings, Inc., MasTec, Inc., Mistras Group, Inc., MYR

Group Inc., NPK International Inc., NWPX Infrastructure, Inc., Orion Group Holdings, Inc., Primoris Services Corporation, Shimmick Corporation, Sterling Infrastructure, Inc., Tutor Perini Corporation, and Willdan Group, Inc.

The Company will be included in the array when calculating the Company's percentile ranking relative to members of the Peer Group, which will be determined by listing the Company and the members of the Peer Group from highest to lowest Total Shareholder Return achieved by the respective company and counting down from the company with the highest Total Shareholder Return to the Company's position within such list. In all events, the Total Shareholder Return of any member of the Peer Group shall be adjusted to give effect to any stock dividends, stock splits, reverse stock splits and similar transactions.

If a company or companies in the Peer Group files for bankruptcy at any time prior to June 30, 2029, then such company or companies shall have the lowest ranking in the Peer Group. If the common stock of a company or companies in the Peer Group ceases to trade on a national securities exchange as a result of a going private transaction or other acquisition at any time prior to June 30, 2029, then such company or companies shall be removed from the Peer Group.

i. Notwithstanding the provisions of Sections 2(e)(i) and (ii), the Restrictions shall lapse with respect to the RSUs and the Performance Units (as if the Target Total Shareholder Return Goal had been met) upon the occurrence of your death or Disability (as defined below).

"Disability" means that (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than 12 months or (B) you become eligible to receive disability benefits under the long-term disability benefit plan sponsored by the Company. Notwithstanding the foregoing, all determinations of whether you are Disabled shall be made in accordance with Section 409A of the Code.

i. Notwithstanding the provisions of Section 2(e)(i), if you Retire (as defined below) on or after the first anniversary of the Grant Date, all of your RSUs for which the Restrictions have not lapsed will remain outstanding, and such Restrictions shall lapse on the earlier of (A) the applicable anniversary of the Grant Date set forth in Section 2(e)(i) and (B) your death; *provided* that you continue to comply with all of the Restrictive

Covenants (as defined in Section 6(a)) from the date that you Retire through such earlier date.

"Retirement" or "Retire" shall mean your voluntary resignation with the Company and its Affiliates on or after the date on which you attain (A) age 65 or

(B) age 60 and have completed at least ten years of continuous service as an employee of the Company or an Affiliate; *provided* that you provide the Company with at least 60 days' advance written notice of your resignation, all or any portion

of which notice period may be waived by the Committee; *provided further* that the Committee may determine in its reasonable discretion that your resignation will not be treated as a "Retirement".

i. Notwithstanding the provisions of Section 2(e)(ii), if you Retire prior to the Measurement Date, then a pro rata number of Performance Units will remain outstanding, which number will equal the total number of Performance Units multiplied by a fraction, the numerator of which is equal to the number of full and partial months elapsed from the Grant Date to your Retirement Date, and the denominator of which is 36 (and the remaining number of Performance Units shall be forfeited as of the date that you Retire). The Restrictions on such Performance Units shall lapse on the Measurement Date to the extent that the Committee determines and certifies that the Company has achieved the Shareholder Return Goal, *provided* that you continue to comply with all of the Restrictive Covenants from the date that you Retire through the certification date.

You acknowledge and agree that if you Retire, you will not be eligible for any severance payments or benefits under any agreement entered into, or any plan or policy maintained, by the Company or any of its Affiliates, unless otherwise determined by the Committee.

i. Notwithstanding the provisions of Sections 2(e)(i) and (ii), in the event of a Change of Control, the RSUs and the Performance Units may be continued or assumed by the continuing or successor (as the case may be) organization (the "Successor"), or the Successor may substitute an equivalent award. With respect to any RSUs that are continued, assumed or substituted for in accordance with this subsection (vi), the Restrictions shall continue to lapse with respect to such RSUs (as the same may be adjusted in accordance with this subsection (vi)) as set forth in Section 2(e)(i). With respect to any Performance Units that are continued, assumed or substituted for in accordance with this subsection (vi), the Shareholder Return Goals set forth in Section 2(e)(ii) shall be deemed to have been satisfied (as if the greater of the Target Total Shareholder Return Goal or the Company's actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met) and the Restrictions shall lapse with respect to the Performance Units (as the same may be adjusted consistent with this subsection (vi)) on the third anniversary of the Grant Date; *provided*, *however*, if you voluntarily resign your employment after suffering an Adverse Event (as defined below), or if your employment is involuntarily terminated without Cause (as defined below) in connection with a Change of Control or at any time ending with the earlier to occur of the second anniversary of the Change of Control or the Measurement Date, the Restrictions shall immediately lapse with respect to the RSUs and the Performance Units (as if the greater of the Target Total Shareholder Return Goal or the Company's actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met).

"Adverse Event" shall mean:

1. a material reduction of your authorities, duties, or responsibilities with the Company;

1. a material reduction of your annual salary or a material reduction in your target annual incentive compensation, in each case other than a reduction which is applicable to all employees in the same salary grade as you; or

1. a transfer of your primary workplace by more than 35 miles.

If you purport to terminate your employment after suffering an Adverse Event, you must give the Company written notice of your intent to terminate your employment within 60 days after the occurrence of the event that allegedly constitutes an Adverse Event. The Company shall have a right to cure the event alleged to constitute an Adverse Event for a period of 30 days after the Company receives your written notice.

"Cause" shall mean your (A) theft of company property, embezzlement or dishonesty that results in harm to the Company or any Successor; (B) continued gross or willful neglect of your job responsibilities after receiving written warnings regarding such neglect from the Company or any Successor; (C) conviction of a felony or pleading *nolo contendere* to a felony charged under state or federal law; or (D) willful violation of Company policy or the policies of any Successor.

i. Notwithstanding the provisions of Sections 2(e)(i) and (ii), in the event a Change of Control occurs and the RSUs and the Performance Units are not continued or assumed by the Successor and the Successor does not substitute an equivalent award, the Restrictions shall immediately lapse with respect to the RSUs and the Performance Units (as if the greater of the Target Total Shareholder Return Goal or the Company's actual performance in relation to the Shareholder Return Goal as of the date of the Change of Control had been met).

1. Agreement with Respect to Taxes; Share Withholding.
   a. You agree that (i) you will pay to the Company or an Affiliate, as the case may be, in cash, or make arrangements satisfactory to the Company or such Affiliate

regarding the payment of any income, FICA or other taxes of any kind required by law to be withheld by the Company or any of its Affiliates with respect to the Stock-Based RSUs, the Cash-Based RSUs, the Performance Units and/or the Shares and (ii) the Company or any of its Affiliates shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to you any such taxes required by law to be withheld with respect to the Stock-Based RSUs, the Cash-Based RSUs, the Performance Units and the Shares.

a. With respect to withholding required upon the lapse of Restrictions or upon any other taxable event arising as a result of the RSUs and Performance Units awarded or the issuance of Shares to you, you may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be withheld on the transaction (or such other amount that will not cause adverse accounting consequences for the Company and is permitted under the Plan and applicable withholding rules promulgated by the Internal Revenue Service or other applicable governmental entity). All such elections shall be irrevocable, made in writing, signed by you, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

1. **Adjustment of Shares.** The number of Shares subject to the RSUs and Performance Units awarded to you under this Award Agreement may be adjusted as provided in the Plan.

1. **Agreement With Respect to Securities Matters.** You agree that you will not sell or otherwise transfer any Shares received pursuant to this Award Agreement except pursuant to an effective registration statement under the U.S. Securities Act of 1933, as amended, or pursuant to an applicable exemption from such registration. Unless a registration statement relating to the Shares issuable upon the lapse of the Restrictions on the RSUs and Performance Units pursuant to this Award Agreement is in effect at the time of issuance of such Shares, the certificate(s) for the Shares shall contain the following legend:

The securities evidenced by this certificate have not been registered under the U.S. Securities Act of 1933 or any other securities laws. These securities have been acquired for investment and may not be sold or transferred for value in the absence of an effective registration of them under the U.S. Securities Act of 1933 and any other applicable securities laws, or receipt by the Company of an opinion of counsel or other evidence acceptable to the Company that such registration is not required under such acts.

1. Forfeiture and Clawback.

a. You agree that in the event you violate the confidentiality, non-competition, non-solicitation or non-disparagement provisions set forth in any agreement between you and the Company or any Affiliate, or in any plan of the Company or any Affiliate in which you participate, including without limitation, the non-solicitation provisions of Section 7 below (collectively, the "Restrictive

Covenants”), you will forfeit in their entirety the RSUs and the Performance Units, and all of your rights thereto shall terminate without any payment of consideration by the Company.

a. Notwithstanding any other provision of the Plan or this Award Agreement to the contrary, you acknowledge that any incentive-based compensation paid to you hereunder may be subject to recovery by the Company under any clawback policy which the Company may adopt from time to time, including without limitation the Company’s

clawback policy adopted on August 29, 2023, which is designed to comply with Section 10D of the Securities Exchange Act of 1934, Rule 10D-1 of the Securities Exchange Act of 1934, and Section 5608 of the Nasdaq Listing Rules. You agree to promptly return any such incentive-based compensation which the Company determines it is required to recover from you under any such clawback policy.

1. Non-Solicitation.

a. **Non-Solicitation of Employees**. During the period beginning on the Grant Date and ending on the second anniversary of the date of your termination of employment with the Company and its Affiliates, regardless of the reason for your termination of employment, you shall not, directly, or indirectly by assisting others: (i) cause or attempt to cause or encourage any employee of the Company or an Affiliate to terminate his or her relationship with the Company or an Affiliate or (ii) solicit the employment or engagement as a consultant or adviser, of any employee of the Company or an Affiliate or any former employee of the Company or an Affiliate who left the employ of the Company or Affiliate within two years following your termination of employment with the Company or an Affiliate.

a. **Reasonableness of Restriction**. You agree and acknowledge that the above non-solicitation covenant is reasonable in the scope of activities restricted, the geographic area covered by the restriction and the duration of the restriction, and is necessary in that it protects the legitimate business interests of the Company and its Affiliates in its confidential information, its proprietary work, and its relationships with its employees, customers, suppliers and agents and that it does not unreasonably impair your ability to earn a livelihood or to support your dependents.

a. **Irreparable Harm; Injunctive Relief**. You agree and acknowledge that a violation by you of the non-solicitation covenant contained herein will result in immediate and irreparable harm to the Company for which there is no adequate remedy at law. You hereby agree that the Company will be entitled, in addition to any remedies it might have under this Award Agreement or at law, to injunctive and other equitable relief to prevent or curtail any threatened or actual breach of this Award Agreement by you, without the posting of bond or other security.

a. **Extension of Covenant**. During any breach of the non-solicitation provisions of this Award Agreement, the period of restraint set forth herein shall be automatically tolled and suspended for the amount of time that the violation continues.

a. **Survival of Covenants**. Your obligations pursuant to this Section 7 shall survive the termination of this Award Agreement and the termination of your employment with the Company and its Affiliates.

a. **Attorneys' Fees**. You agree to pay the Company any attorneys' fees and costs which the Company incurs in enforcing, to any extent, the provisions of this Section 7, whether or not litigation is actually commenced, and including any appeal.

1. **Compliance with 409A**. The Company intends that this Award Agreement and the Plan either (a) comply with Section 409A of the Code and guidance thereunder ("Section 409A") or (b) be exempt from the provisions of Section 409A. Accordingly, the Company reserves the right and you agree that the Company shall have the right, without your consent and without prior notice to you, to amend either or both this Award Agreement and the Plan to cause this Award Agreement and the Plan to be so compliant or so excepted and to take such other actions under the Plan and this Award Agreement to achieve such compliance or exemption. If the payment of any benefit herein would be subject to additional taxes and interest under Section 409A because the timing of such payment is not delayed as provided in Section 409A for a "specified employee" (within the meaning of Section 409A) then if you are a specified employee, any such payment that you would otherwise be entitled to receive during the first six months following a "separation from service" (as defined in Section 409A) shall be accumulated and paid or provided, as applicable, within 10 days after the date that is six months following such separation from service, or such earlier date upon which such amount can be paid or provided under Section 409A without being subject to such additional taxes and interest imposed pursuant to Section 409A and related provisions of the Code.

1. **Certain Definitions.** Capitalized terms used in this Award Agreement and not otherwise defined herein shall have the respective meanings provided in the Plan.

1. **Designation of Beneficiary**. Your beneficiary for receipt of any payment made under this Award Agreement in the event of your death shall be the person(s) designated as your beneficiary(ies) on a form prescribed by the Company. If no beneficiary is designated, upon your death, payment shall be made to your estate.

[Signature Page to Follow]

If you accept this Award Agreement and agree to the foregoing terms and conditions, please so confirm by signing and returning the duplicate copy of this Award Agreement enclosed for that purpose.

MATRIX SERVICE COMPANY

By: Name:
Title:

The foregoing Award Agreement is accepted by me as of , and I hereby agree to the terms, conditions, and restrictions set forth above and in the Plan.

«Grantee»

MATRIX SERVICE COMPANY AWARD AGREEMENT

August 25, 2026

«Grantee»
«Address1»
«Address2»
«City», «State» «PostalCode»

Dear «FirstName»:

1. **Award.** The awards set forth in this Award Agreement (this "Award Agreement") are subject to your acceptance of and agreement to all of the applicable terms, conditions, and restrictions described in the 2020 Stock and Incentive Compensation Plan (the "Plan"), of Matrix Service Company, a Delaware corporation (the "Company"), a copy of which is on file with, and may be obtained from, the Secretary of the Company, and to your acceptance of and agreement to the further terms, conditions, and restrictions described in this Award Agreement. To the extent that any provision of this Award Agreement conflicts with the expressly applicable terms of the Plan, it is hereby acknowledged and agreed that those terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan.

1. Restricted Stock Units Award.

    a. **Restricted Stock Units Award.** The Company hereby grants you an aggregate of up to «Shares» restricted stock units (collectively, the "RSUs"). Each RSU entitles you to receive one share of common stock, par value $.01 per share, of the Company (the "Shares"), if the applicable restrictions described in Section 2(d)(ii) lapse pursuant to the terms of Section 2(e) (the "Restrictions").

    a. **Form of Restricted Stock; Possession of Certificates.** The Company shall issue the Shares you become entitled to receive hereunder with respect to the RSUs by book-entry registration or by issuance of a certificate or certificates for the Shares in your name as soon as practicable (and in no event later than 60 days) after the applicable Restrictions lapse. In the event the Company issues a certificate or certificates for the Shares, such certificates shall be subject to such stop transfer orders and other restrictions as the Committee may deem necessary or advisable under the Plan and rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are then listed, and any applicable foreign, federal or state securities laws.

    a. **Stockholder Rights Prior to Issuance of Shares.** Neither you nor any of your beneficiaries shall be deemed to have any voting rights, rights to receive dividends or other rights as a stockholder of the Company with respect to any Shares covered by the

RSUs until the date of book-entry registration or issuance by the Company of a certificate to you for such Shares.

a. Restrictions.

i. Your ownership of the RSUs shall be subject to the Restrictions set forth in Section 2(d)(ii) until the Restrictions lapse pursuant to the terms of Section 2(e).

i. The Restrictions are as follows:

1. At the time of your termination of employment with the Company and its Affiliates, other than your termination of employment that occurs as a result of an event described in any of Sections 2(e)(ii) through (vi), you shall forfeit the RSUs to the Company and all of your rights thereto shall terminate without any payment of consideration by the Company.

1. You may not sell, assign, transfer or otherwise dispose of any RSUs, or any rights under the RSUs. No RSU and no rights under any such RSU may be pledged, alienated, attached or otherwise encumbered, other than by will or the laws of descent and distribution. If you or anyone claiming under or through you attempts to violate this Section 2(d)(ii)(B), such attempted violation shall be null and void and without effect, and all of the Company's obligations hereunder shall terminate.

a. Lapse of Restrictions.

i. The Restrictions shall lapse with respect to the RSUs in three equal installments of 33.33% on each of the first, second and third anniversaries of the date of this Award Agreement (the "Grant Date"), such that the Restrictions shall have lapsed with respect to 100% of the RSUs on the third anniversary of the Grant Date.

i. Notwithstanding the provisions of Section 2(e)(i), the Restrictions shall lapse with respect to the RSUs upon the occurrence of your death or Disability (as defined below).

"Disability" means that (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than 12 months or (B) you become eligible to receive disability benefits under the long-term disability benefit plan sponsored by the Company. Notwithstanding the foregoing, all determinations of whether you are Disabled shall be made in accordance with Section 409A of the Code.

i. Notwithstanding the provisions of Section 2(e)(i), if you Retire (as defined below) on or after the first anniversary of the Grant Date, all of your RSUs for which the Restrictions have not lapsed will remain outstanding, and such Restrictions shall lapse on the earlier of (A) the applicable anniversary of the Grant Date set forth in Section 2(e)(i) and (B) your death; *provided* that you continue to comply with all of the Restrictive Covenants (as defined in Section 6(a)) from the date that you Retire through such earlier date.

"Retirement" or "Retire" shall mean your voluntary resignation with the Company and its Affiliates on or after the date on which you attain (A) age 65 or
(B) age 60 and have completed at least ten years of continuous service as an employee of the Company or an Affiliate; *provided* that you provide the Company with at least 60 days' advance written notice of your resignation, all or any portion of which notice period may be waived by the Committee; *provided further* that the Committee may determine in its reasonable discretion that your resignation will not be treated as a "Retirement".

i. You acknowledge and agree that if you Retire, you will not be eligible for any severance payments or benefits under any agreement entered into, or any plan or policy maintained, by the Company or any of its Affiliates, unless otherwise determined by the Committee.

i. Notwithstanding the provisions of Section 2(e)(i), in the event of a Change of Control, the RSUs may be continued or assumed by the continuing or successor (as the case may be) organization (the "Successor"), or the Successor may substitute an equivalent award. With respect to any RSUs that are continued, assumed or substituted for in accordance with this subsection (v), the Restrictions shall continue to lapse with respect to such RSUs (as the same may be adjusted in accordance with this subsection (v)) as set forth in Section 2(e)(i); *provided*, *however*, if you voluntarily resign your employment after suffering an Adverse Event (as defined below), or if your employment is involuntarily terminated without Cause (as defined below) in connection with a Change of Control or at any time prior to the second anniversary of the Change of Control, the Restrictions shall immediately lapse with respect to the RSUs.

"Adverse Event" shall mean:

1. a material reduction of your authorities, duties, or responsibilities with
the Company;

1. a material reduction of your annual salary or a material reduction in your target annual incentive compensation, in each case other than a reduction which is applicable to all employees in the same salary grade as you; or

1. a transfer of your primary workplace by more than 35 miles.

If you purport to terminate your employment after suffering an Adverse Event, you must give the Company written notice of your intent to terminate your employment within 60 days after the occurrence of the event that allegedly constitutes an Adverse Event. The Company shall have a right to cure the event alleged to constitute an Adverse Event for a period of 30 days after the Company receives your written notice.

"Cause" shall mean your (A) theft of company property, embezzlement or dishonesty that results in harm to the Company or any Successor; (B) continued gross or willful neglect of your job responsibilities after receiving written warnings regarding such neglect from the Company or any Successor; (C) conviction of a felony or pleading *nolo contendere* to a felony charged under state or federal law; or (D) willful violation of Company policy or the policies of any Successor.

i. Notwithstanding the provisions of Section 2(e)(i), in the event a Change of Control occurs and the RSUs are not continued or assumed by the Successor and the Successor does not substitute an equivalent award, the Restrictions shall immediately lapse with respect to the RSUs.

1. Agreement with Respect to Taxes; Share Withholding.

   a. You agree that (i) you will pay to the Company or an Affiliate, as the case may be, in cash, or make arrangements satisfactory to the Company or such Affiliate regarding the payment of any income, FICA or other taxes of any kind required by law to be withheld by the Company or any of its Affiliates with respect to the RSUs and/or the Shares and (ii) the Company or any of its Affiliates shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to you any such taxes required by law to be withheld with respect to the RSUs and the Shares.

   a. With respect to withholding required upon the lapse of Restrictions or upon any other taxable event arising as a result of the RSUs awarded or the issuance of Shares to you, you may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be withheld on the transaction (or such other amount that will not cause adverse accounting consequences for the Company and is permitted under the Plan and applicable withholding rules promulgated by the Internal Revenue Service or other applicable governmental entity). All such elections shall be irrevocable, made in writing, signed by you, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

1. **Adjustment of Shares.** The number of Shares subject to the RSUs awarded to you under this Award Agreement may be adjusted as provided in the Plan.

1. **Agreement With Respect to Securities Matters.** You agree that you will not sell or otherwise transfer any Shares received pursuant to this Award Agreement except pursuant to an

effective registration statement under the U.S. Securities Act of 1933, as amended, or pursuant to an applicable exemption from such registration. Unless a registration statement relating to the Shares issuable upon the lapse of the Restrictions on the RSUs pursuant to this Award Agreement is in effect at the time of issuance of such Shares, the certificate(s) for the Shares shall contain the following legend:

The securities evidenced by this certificate have not been registered under the U.S. Securities Act of 1933 or any other securities laws. These securities have been acquired for investment and may not be sold or transferred for value in the absence of an effective registration of them under the U.S. Securities Act of 1933 and any other applicable securities laws, or receipt by the Company of an opinion of counsel or other evidence acceptable to the Company that such registration is not required under such acts.

1. Forfeiture and Clawback.

    a. You agree that in the event you violate the confidentiality, non-competition, non-solicitation or non-disparagement provisions set forth in any agreement between you and the Company or any Affiliate, or in any plan of the Company or any Affiliate in which you participate, including without limitation, the non-solicitation provisions of Section 7 below (collectively, the "Restrictive Covenants"), you will forfeit in their entirety the RSUs, and all of your rights thereto shall terminate without any payment of consideration by the Company.

    a. Notwithstanding any other provision of the Plan or this Award Agreement to the contrary, you acknowledge that any incentive-based compensation paid to you hereunder may be subject to recovery by the Company under any clawback policy which the Company may adopt from time to time, including without limitation the Company's clawback policy adopted on August 29, 2023, which is designed to comply with Section 10D of the Securities Exchange Act of 1934, Rule 10D-1 of the Securities Exchange Act of 1934, and Section 5608 of the Nasdaq Listing Rules. You agree to promptly return any such incentive-based compensation which the Company determines it is required to recover from you under any such clawback policy.

1. Non-Solicitation.
    a. **Non-Solicitation of Employees**. During the period beginning on the Grant Date and ending on the second anniversary of the date of your termination of employment with the Company and its Affiliates, regardless of the reason for your termination of employment, you shall not, directly, or indirectly by assisting others: (i) cause or attempt to cause or encourage any employee of the Company or an Affiliate to terminate his or her relationship with the Company or an Affiliate or (ii) solicit the employment or engagement as a consultant or adviser, of any employee of the Company or an Affiliate or any former employee of the Company or an Affiliate who left the employ of the Company or Affiliate within two years following your termination of employment with the Company or an Affiliate.

a. **Reasonableness of Restriction**. You agree and acknowledge that the above non-solicitation covenant is reasonable in the scope of activities restricted, the geographic area covered by the restriction and the duration of the restriction, and is necessary in that it protects the legitimate business interests of the Company and its Affiliates in its confidential information, its proprietary work, and its relationships with its employees, customers, suppliers and agents and that it does not unreasonably impair your ability to earn a livelihood or to support your dependents.

a. **Irreparable Harm; Injunctive Relief**. You agree and acknowledge that a violation by you of the non-solicitation covenant contained herein will result in immediate and irreparable harm to the Company for which there is no adequate remedy at law. You hereby agree that the Company will be entitled, in addition to any remedies it might have under this Award Agreement or at law, to injunctive and other equitable relief to prevent or curtail any threatened or actual breach of this Award Agreement by you, without the posting of bond or other security.

a. **Extension of Covenant**. During any breach of the non-solicitation provisions of this Award Agreement, the period of restraint set forth herein shall be automatically tolled and suspended for the amount of time that the violation continues.

a. **Survival of Covenants**. Your obligations pursuant to this Section 7 shall survive the termination of this Award Agreement and the termination of your employment with the Company and its Affiliates.

a. **Attorneys' Fees**. You agree to pay the Company any attorneys' fees and costs which the Company incurs in enforcing, to any extent, the provisions of this Section 7, whether or not litigation is actually commenced, and including any appeal.

1. **Compliance with 409A**. The Company intends that this Award Agreement and the Plan either (a) comply with Section 409A of the Code and guidance thereunder ("Section 409A") or (b) be exempt from the provisions of Section 409A. Accordingly, the Company reserves the right and you agree that the Company shall have the right, without your consent and without prior notice to you, to amend either or both this Award Agreement and the Plan to cause this Award Agreement and the Plan to be so compliant or so excepted and to take such other actions under the Plan and this Award Agreement to achieve such compliance or exemption. If the payment of any benefit herein would be subject to additional taxes and interest under Section 409A because the timing of such payment is not delayed as provided in Section 409A for a "specified employee" (within the meaning of Section 409A) then if you are a specified employee, any such payment that you would otherwise be entitled to receive during the first six months following a "separation from service" (as defined in Section 409A) shall be accumulated and paid or provided, as applicable, within 10 days after the date that is six months following such separation from service, or such earlier date upon which such amount can be paid or provided under Section 409A without being subject to such additional taxes and interest imposed pursuant to Section 409A and related provisions of the Code.

1. **Certain Definitions.** Capitalized terms used in this Award Agreement and not otherwise defined herein shall have the respective meanings provided in the Plan.

1. **Designation of Beneficiary**. Your beneficiary for receipt of any payment made under this Award Agreement in the event of your death shall be the person(s) designated as your beneficiary(ies) on a form prescribed by the Company. If no beneficiary is designated, upon your death, payment shall be made to your estate.

[Signature Page to Follow]

If you accept this Award Agreement and agree to the foregoing terms and conditions, please so confirm by signing and returning the duplicate copy of this Award Agreement enclosed for that purpose.

MATRIX SERVICE COMPANY

By:_Name:
Title:

The foregoing Award Agreement is accepted by me as of , and I hereby agree to the terms, conditions, and restrictions set forth above and in the Plan.

«Grantee»

MATRIX SERVICE COMPANY Move to a higher standard[SM]

Great Place To Work. Certified JAN 2026-JAN 2027 USA

Personal and Confidential

August 28, 2026

AJ Smith

11214 S. Redbud Street
Jenks, OK 74037

Dear AJ:

We are writing this letter to formally document your agreement to serve as Chief Financial Officer (CFO) of Matrix Service Company on an interim basis, effective September 10, 2026 and until the Company appoints a permanent replacement for the Chief Financial Officer position. This temporary assignment includes the designations of principal accounting officer and principal financial officer. During this temporary assignment, you will report to Shawn Payne, Chief Executive Officer.

In consideration of the additional responsibilities you will assume during this interim appointment, you will receive the following:

- ***Temporary Monthly Cash Payment***

  You will receive a temporary monthly cash payment in the amount of $10,000 per month, less customary payroll deductions, while serving as the interim CFO for Matrix Service Company. The monthly payment will be paid on the first day of each month that you serve in this interim capacity and will be in addition to and separate from your regular base salary, which is paid biweekly. The payment will be prorated for partial months and will automatically cease upon the earlier of the Company's appointment of a permanent replacement for the Chief Financial Officer position and when you otherwise return to your prior role. All of your retirement and health and welfare benefits will remain unchanged during this period.

- ***Special Equity Grant***

  In addition to a discretionary grant of 5,000 restricted stock units (RSU's) related to your service as Senior Director of Accounting and Treasury, you will receive a special, one-time grant of 2,500 RSU's, to be settled in Matrix stock in accordance with the RSU Award Agreement that will be provided to you. The RSUs will vest in three equal installments on the first, second and third anniversaries of the grant date, subject to your continued employment through each vesting date (expect as otherwise set forth in the RSU Award Agreement). For clarity, you will be subject to the Stock Ownership Guidelines for the Chief Financial Officer position as set forth in the Company's Corporate Governance Guidelines during your interim appointment.

At your earliest convenience, please sign and return one copy of this letter to confirm that you accept the terms of this interim appointment. In addition, your signing this letter will indicate that you understand that this letter does not in any way represent an employment contract or any other commitment to a specific term of employment with the Company and that your employment remains at will.

Yours very truly,

Shawn P. Payne
President and Chief Executive Officer

CONFIRMED AND AGREED TO THIS __ DAY OF __, 2026.

____

AJ SMITH

MATRIX SERVICE COMPANY
INSIDER TRADING POLICY

1. General

In the normal course of business, officers, directors, employees, consultants and contractors of Matrix Service Company and its subsidiaries (collectively, the "Company") may come into possession of significant, sensitive, material, confidential or proprietary information. In the eyes of the law, this information is considered the Company's property. Persons affiliated with the Company hold this information in trust. Because the Company is publicly held, federal insider trading laws generally prohibit any director, officer, employee, consultant or contractor of the Company possessing material nonpublic information about the Company from buying or selling Company securities or passing on such information to other buyers or sellers.

Substantial penalties can be imposed for violation of such laws, both civil and criminal. The purpose of this Insider Trading Policy (this “Policy”) is to: (i) inform persons that are affiliated with the Company of their responsibilities in this area under the law; (ii) establish procedures for certain officers, directors, employees, consultants and contractors of the Company to follow before trading in Company securities; and (iii) explain the consequences of violating the law and this Policy. In order to facilitate compliance with applicable law regarding insider purchases and sales of the securities of the Company, the Company is implementing this Policy.

2. Federal insider trading laws

The law. Federal insider trading laws generally prohibit any officer, director, employee, consultant or contractor of the Company (and their respective Family Members, as defined herein) who possesses material, nonpublic information (also referred to as "inside information") relating to the Company from buying or selling common stock ("common stock" or "stock") or other securities of the Company or engaging in any other action to take advantage of, or pass on to others, that information. Personal trading transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are not an exception. The Securities and Exchange Commission ("SEC"), which is the primary U.S. regulator under the federal securities laws, takes the view that the mere fact that a person knows or possesses the information is enough to bar him or her from trading, even if the reasons for the potential trade are not based on that information. This prohibition also extends to all material inside information regarding other companies that may be acquired in the course of a person's employment or relationship with the Company. The restrictions described herein with respect to officers, directors, employees, consultants and contractors also apply to Family Members of such persons and to entities controlled by such persons. If you have any questions regarding the application of these policies, please contact the Company’s Chief Financial Officer or Corporate Compliance Officer (Vice President, General Counsel).

Materiality. In order to comply with this Policy, it is important for you to determine whether certain information is material nonpublic information. Information may be considered "material" when the information, whether positive or negative, might be of possible significance to an investor in a decision to purchase, sell or hold stock or other securities. Information may be significant for this purpose even if it would not alone determine the investor's decision. Chances are, if a person learns something that leads that person to want to buy or sell securities, the information will be considered material. Thus, even speculative information can be material; information that something is likely to happen or not happen, or even that it may or may not happen, can be considered material. In short, any information which could reasonably be expected to affect the price of the security is material information and, if not public, material nonpublic information.

As a general rule, the following examples of information should always be considered material:

- Annual or quarterly financial results;
- a change in earnings guidance, including forecasted earnings or revenues;
- negotiations and agreements regarding a significant pending or proposed merger or other business combination;
- a pending or proposed acquisition of a significant asset or business;
- a pending or proposed disposition of a significant asset or subsidiary;
- entering into a significant new contract or the termination or non-performance by a party under an important existing contract;
- the gain or loss of a substantial customer or supplier;
- the initiation of a dividend or a change in dividend policy, or the initiation, modification or suspension of a stock buyback program;
- an offering of debt or equity securities or other events affecting the Company’s securities, including stock splits;
- material threatened litigation or material developments in existing litigation;
- significant labor disputes;
- major changes in accounting methods or policies;
- significant cybersecurity risks and incidents, including major breaches;
- major changes in senior management or the board of directors; or
- the launch of a new product or business or significant changes in service offerings.

<u>This list is not exhaustive; other types of information may also be material</u>. Officers, directors, employees, consultants and contractors, all family members of such persons and all entities controlled by such persons, must not engage in any transaction that is described above until after this type of information becomes public.

<u>When information is public</u>. Information is considered "public" and no longer "inside" only after it has been effectively disclosed in a manner sufficient to ensure its availability to the investing public. This disclosure generally the investing public. Selective disclosure to a few persons does not make information public requires a public announcement by the Company whether by widely disseminated press release, SEC filing or other similar method of informing. Furthermore, adequate dissemination requires allowing enough time after the announcement for the market to react to the information. You must wait until the next trading day after one full trading day has elapsed from the date the Company publicly discloses formerly material nonpublic information before trading in the Company's securities.

<u>Tipping</u>. Information that could have an impact on the Company's stock price, or sensitive information relating to other companies, including customers, suppliers or potential parties to contracts, must not be passed intentionally or inadvertently on to other companies or people (such as Family Members, friends, relatives or business associates). When "tipping" occurs, both the "tipper" and the "tippee" may be held liable, and this liability may extend to all those to whom the tippee gives the information. The legal penalties described in this Policy are applicable whether or not a person derives any benefit from another's actions.

<u>Compliance Officer</u>. The Company has appointed the Corporate Compliance Officer as the compliance officer for this Policy. The duties of the compliance officer include, but are not limited to: (i) assisting with implementation and enforcement of this Policy, (ii) circulating this Policy to all employees and ensuring that this Policy is amended as necessary to remain up to date with insider trading laws; (iii) ensuring of employee training relative to this Policy; (iv) pre-clearing all trading in securities of the Company by Covered Persons (as defined herein) in accordance herewith; (v) providing approval of any Plan (as defined herein) and any prohibited transactions; and (vi) providing a reporting system with an effective whistleblower protection mechanism.

3. Restrictions on purchases, sales and tipping

<u>General policy</u>. If you possess material nonpublic information concerning the Company, you, your spouse, minor children, other adults living in your household, children who are away at college, family members who do not live in your household but whose transactions in Company securities are directed by you or subject to your influence or control (collectively, "Family Members") and entities over which you exercise control, whether or not Family Members or such entities are aware of or possess the material nonpublic information, may not (i) buy, sell or gift stock or other securities of the Company (including options relating to such securities) or (ii) pass on such information to others (tipping). The Company also prohibits (i) buying, selling or gifting securities (including options relating to such securities) issued by other companies such as customers, suppliers, competitors or joint venture partners if you have acquired or possess material nonpublic information relating to such companies in the course of your employment or affiliation with the Company or (ii) passing such information on to others (tipping). The restrictions on purchases, sales and tipping described above also apply to any entity that you or a family member influence or control, including any corporations, partnerships or trusts (collectively, "controlled entities"), and any transactions by these controlled entities are subject to this Policy and applicable securities laws as if they were for your own account.

Regular blackout periods. In addition to the general policy prohibiting trading while in possession of material nonpublic information, the Company also prohibits all directors, officers and any employees who regularly have access to internal financial information, all Family Members of such persons and entities over which such persons exercise control, from purchasing or selling stock or other securities of the Company during the period beginning on the 15th day of the last month of the quarter and ending after one full trading day has elapsed following release of the Company's earnings with respect to such quarter or fiscal year (the "Blackout Period").

Special blackout periods. From time to time an event may occur that is known by only a few directors, officers and key employees. So long as the event remains material and non-public, the persons who are aware of the event, as well as persons covered by the regular Blackout Periods, shall not trade in the Company's securities. The existence of a special Blackout Period will not be announced, other than to those who are aware of the event giving rise to the blackout. If, however, a person subject to pre-clearance (see Section 4, Prohibited Transactions) requests permission to trade in the Company's stock during a special Blackout Period, the Chief Financial Officer or the Corporate Compliance Officer will inform the requesting person of the existence of a Blackout Period, without disclosing the reason for the blackout. Any person made aware of the existence of a special Blackout Period shall not disclose the existence of the blackout to any other person. A special Blackout Period shall end after one full trading day has elapsed following the date the Company publicly discloses formerly material nonpublic information.

No safe harbor. For persons who are subject to Blackout Periods, the existence of such blackouts shall not be considered a safe harbor for trading during other periods, and all directors, officers, other employees, consultants and contractors should use good judgment at all times. For example, occasions may arise when individuals covered by this Policy become aware prior to the Blackout Period that earnings for that quarter are likely to exceed, or fall below, market expectations to an extent that is material. In such a case, this Policy prohibits trading even though the time period is not within the Blackout Period or even if you are not subject to the Blackout Periods in the normal course of business. If you have any questions about whether you are permitted to trade in Company securities at any particular time, you should contact the Company's Chief Financial Officer or Corporate Compliance Officer.

Option exercises, vesting of restricted stock units and tax withholding. This Policy does not apply to exercises of options to purchase common stock, where there no sale of the underlying stock is involved, including exercises where the Company withholds shares for the payment of the exercise price of the options. The restrictions included in this Policy also do not apply to the exercise of a tax withholding right pursuant to which a person has elected to have the Company withhold shares subject to an option to satisfy tax withholding requirements. However, any sale of stock of the Company made in connection with the exercise of options (i.e., “cashless” broker exercises) are subject to the restrictions contained in this Policy.

This Policy also does not apply to the lapsing of restrictions on restricted stock units, or to the exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares of stock to satisfy tax withholding requirements upon the lapsing of restrictions on any restricted stock units. This Policy does apply, however, to any market sale of previously restricted common stock.

Employee Stock Purchase Plan. This Policy does not apply to purchases of the Company's securities in the Company's Employee Stock Purchase Plan ("ESPP") resulting from periodic contributions of money to the ESPP pursuant to elections made at the time of enrollment in the ESPP. However, this Policy does apply to a participant's election to participate, cease participation or otherwise alter his or her participation in the ESPP, and to a participant's sales of Company securities purchased pursuant to the ESPP.

Standing and limit orders. Standing and limit orders (except standing and limit orders under approved Rule 10b5-1 trading plans, as described below) create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a director, officer, employee, consultant or contractor is in possession of material nonpublic information. You may only place an order when the trading window is open and you must close or cancel your order if you become aware of material non-public information or the window closes.

Post-employment. This Policy may continue to apply to you after the termination of your service. If your employment terminates for any reason while you are in possession of material nonpublic information or you are subject to either or both of the blackout periods, you will continue to be subject to this Policy until the blackout period ends or until that information has become public or is no longer material.

No excuses. Remember that transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are neither an exception to this Policy nor a safeguard against prosecution for violation of insider trading laws. The SEC takes the position that the mere fact that an employee knows of or possesses inside information is a prohibition to trading; it is no excuse that the employee's asserted reasons for trading were not based on that information. You are solely responsible for personal trading activities.

4. Prohibited Transactions

No short sales. You are prohibited from making any short sales of stock or other publicly traded securities of the Company. Short sales of the Company's securities (i.e., the sale of a security that the seller does not own) may evidence an expectation on the part of the seller that the securities will decline in value and therefore have the potential to signal to the market that the seller lacks confidence in the Company's prospects. In addition, short sales may reduce a seller's incentive to seek to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited.

No Speculative Transactions. You are prohibited from engaging in transactions in put options, call options, or other derivative securities of the Company's common stock on an exchange or in any other organized market. A transaction in options is, in effect, a bet on the short-term movement of the common stock and therefore creates the appearance that you are trading based on inside information.

No Hedging transactions. You are prohibited from purchasing any securities or other financial instruments or engaging in transactions that hedge or offset, or that are designed to hedge or offset, any decrease in the value of any equity securities of the Company, or any parent or subsidiary of the Company, that you hold, directly or indirectly. Certain forms of hedging transactions (such as zero-cost collars and forward sale contracts) allow a person to lock in much of the value of his or her holdings, often in exchange for all or part of the potential upside appreciation in the common stock. These transactions would allow you to continue to own the covered securities, but without the full risks and rewards of ownership. You may no longer have the same objectives as the Company's other stockholders.

No pledging company securities; margin accounts. Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer’s consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material non-public information or otherwise is not permitted to trade in Company securities, you are prohibited from holding Company securities in a margin account or otherwise pledging Company securities.

5. Rule 10b5-1 Plans

Under Rule 10b5-1 of the Securities Exchange Act of 1934, an individual has an affirmative defense against an allegation of insider trading if he or she demonstrates that the purchase, sale or trade in question took place pursuant to a binding contract, specific instruction or written plan that was put into place before he or she became aware of material nonpublic information. Such contracts, irrevocable instructions and plans are commonly referred to as Rule 10b5-1 plans.

Insiders may consider implementing 10b5-1 plans should they intend to sell securities of the Company. However, 10b5-1 plans require advance commitments regarding the amounts, prices and timing of purchases or sales of Company securities and thus do limit flexibility and discretion. Accordingly, while some individuals may find 10b5-1 plans attractive, they may not be suitable for all Insiders.

A 10b5-1 plan (“Plan”) is specific to each individual, however, the Company has established specific requirements that must be met to qualify as an approved Plan. They are:

A. **Pre-Approval**. Officers, directors and the key personnel specifically identified on a list to be maintained by the Corporate Compliance Officer (collectively, the “Covered Persons”) wanting to establish a Plan must first receive approval from the Chief Financial Officer and the Corporate Compliance Officer. Should the Chief Financial Officer or Corporate Compliance Officer desire to enter into a Plan, the Company’s outside securities counsel shall serve as the secondary approval. The Company’s Named Executive Officers shall also make the Company’s Board of Directors aware they have entered into a Plan.

B. **Plan Requirements**. The Plan must be in writing and meet all the requirements of Rule 10b5-1 of the Securities Exchange Act of 1934, including but not limited to:

- The Plan must include a representation certifying that at the time of the adoption of a new or modified Plan the individual entering into the Plan is not aware of material nonpublic information about the Company or its securities;

- The Plan must include a representation certifying that the individual entering into the Plan is adopting the Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1;

- The Plan must provide for a cooling off period as specified in Rule 10b5-1(c)(ii)(B), and no trades may occur until after that time. The appropriate cooling-off period will vary based on the status of the Covered Person. For directors and officers, the cooling-off period ends on the later of (x) ninety days after adoption or certain modifications of the Plan; or (y) two business days following disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the quarter in which the Plan was adopted. For all other Covered Persons, the cooling-off period ends 30 days after adoption or modification of the Plan. This required cooling-off period will apply to the entry into a new Plan and any revision, amendment or modification of a Plan.

C. **Stock Plan Administration**. Promptly after completing a Plan, officers shall provide a copy of their Plan to the Company's Stock Plan Administrator, Chief Financial Officer and Corporate Compliance Officer. to ensure applicable Securities and Exchange Commission filings are completed when trades occur pursuant to the Plan.

D. **Material Nonpublic Information and Special Blackouts**. An individual desiring to enter into a Plan must enter into the plan at a time when he or she is not aware of any material nonpublic information about the Company and is not subject to a trading blackout period.

E. **Number of Plans**. Except as otherwise permitted under Rule 10b5-1, an individual may only have one Plan open at any time.

F. **"Single-trade" Plans**. Officers or directors may only enter into one "single-trade" plan within any 12-month period. A "single-trade" plan is a plan designed to effect the open market purchase or sale of the total amount of securities subject to the Plan in a single transaction.

G. **Amendments**. Amendments to Plans are treated as terminations of the old Plan and entry into a new Plan with a new cooling off period as set forth above.

6. Pre-clearance of all trades by directors, executive officers and key employees

To provide assistance in preventing inadvertent violations and avoiding even the appearance of an improper transaction (which could result, for example, when an executive officer engages in a trade while unaware of a pending major development), the following procedure is applicable:

With the exception of (1) automatic stock purchases under existing ESPPs or (2) automatic stock purchases and sales under existing and approved Plans, all transactions in the common stock or other securities of the Company (acquisitions, dispositions, transfers, etc.) by the Covered Persons must be pre-cleared by the Company's Chief Financial Officer and

Corporate Compliance Officer. Should the Chief Financial Officer or Corporate Compliance Officer desire to execute a transaction in the common stock or other securities of the Company, the Company's outside securities counsel shall serve as the secondary approval. Individuals who are not directors or executive officers but who are subject to the pre-clearance policy will be so notified. Unless revoked, a grant of permission by the Company's Chief Financial Officer and Corporate Compliance Officer will normally remain valid until the close of trading five business days following the day on which it was granted; however, if you become aware of material nonpublic information at any time prior to completion of the transaction, you must terminate execution of the transaction. Approvals by the Chief Financial Officer and Corporate Compliance Officer must be documented in writing. An email from each individual shall constitute proper documentation. If a Covered Person wishes to complete the transaction after such period, the transaction must be resubmitted to the Chief Financial Officer and Corporate Compliance Officer for subsequent approval. The pre-clearance required for this section applies to all transactions in Company securities by the Covered Person without regard to whether such transaction is permitted pursuant to the Company's Stock Ownership Guidelines contained in the Company's Corporate Governance Guidelines.

7. Compliance and penalties

Surveillance. The SEC and the Financial Industry Regulatory Authority's Office of Fraud Detection and Market Analysis have extensive surveillance facilities that are used to monitor trading in stocks and options. If a security transaction becomes the subject of scrutiny, the transaction will be viewed after the fact. As a result, before engaging in any transaction, all persons covered by this Policy should carefully consider how regulators and others might view the transaction in hindsight.

Penalties. The consequences of insider trading violations can be severe. For individuals who trade on inside information (or tip information to others), penalties include:

1. A civil penalty of disgorgement, or return, of profit gained or loss avoided, plus a fine of up to three times the profit gained or loss avoided;

2. A criminal fine (no matter how small the profit) of up to $5 million; and

3. A jail term of up to 20 years.

In addition to civil and criminal penalties, persons contemporaneously trading at the time of a violation of the insider trading laws have the right to sue the insider for an amount equal to the profit gained or loss avoided by the insider in such transaction, offset by any amounts the insider is required to disgorge by the SEC.

For a company (as well as any supervisory person of a company) that fails to take appropriate steps to prevent illegal trading, penalties include:

1. A civil penalty of up to the greater of $1 million or three times the profit gained or loss avoided as a result of the employee's violation; and

2. A criminal penalty of up to $25 million.

Compliance. All officers, directors, employees, consultants and contractors of the Company must strictly comply with this Policy. Moreover, no person should engage in any transaction in which he or she may even appear to be trading while in possession of material nonpublic information. Failure to observe this Policy may result in serious legal difficulties for the officer, director, employee, consultant or contractor, as well as for the Company.

8. Administration and enforcement

Questions. All questions and inquiries regarding this Policy should be addressed to the Company's Chief Financial Officer or Corporate Compliance Officer. If in doubt, ask first if you are unsure about any aspect of this Policy or its applicability to you. However, ultimately, the responsibility for adhering to this Policy and avoiding unlawful transactions rests with the individual.

Discipline. Violations of this Policy are subject to disciplinary action, up to and including termination of your employment, whether or not you have violated federal securities law.

EXHIBIT 21

Matrix Service Company

Subsidiaries

Matrix Service Inc., an Oklahoma corporation
Matrix Service Canada ULC, an Alberta, Canada unlimited liability corporation
Matrix North American Construction, Inc., an Oklahoma corporation
Matrix North American Construction, Ltd., a Canadian corporation
Matrix North American Construction, LLC, a Delaware limited liability company
Matrix SME Canada, Inc., a Delaware corporation
Matrix SME Canada ULC, a Nova Scotia, Canada unlimited liability corporation
Matrix PDM Engineering, Inc., a Delaware corporation
Matrix PDM, LLC, an Oklahoma limited liability company
Matrix Applied Technologies, Inc., a Delaware corporation
Matrix International Holding Company, Ltd., a British corporation
Matrix International Holding Company, LLC, a Delaware limited liability company
Matrix Applied Technologies, Ltd., a South Korean corporation
Matrix Applied Technologies, Pty. Ltd., an Australian corporation
Matrix Products and Services S. de R.L. de C.V., a Mexican limited liability variable stock corporation
MSI Federal Contracting, LLC, a Delaware limited liability company
Houston Dynamics, LLC, a Qatar limited liability company
Matrix Service International, LLC, a Delaware limited liability company
Matrix Applied Technologies FZ-LLC, a UAE free zone company
Matrix PDM Engineering Ltd., a Nova Scotia limited company
Matrix Engineering & Technical Solutions, LLC, a Delaware limited liability company
Matrix Project Services, LLC, a Delaware limited liability company
Matrix Project Services Ltd. an Alberta, Canadian corporation
Matrix PDM Engineering B.V, a Netherlands private company with limited liability
Matrix International Engineering, LLP, a Delaware Limited-Liability Partnership

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements on Form S-8:

Registration Statement on Form S-8 (File No. 333-275630) related to the Matrix Service Company 2020 Stock and Incentive Compensation Plan

Registration Statement on Form S-8 (File No. 333-268828) related to the Matrix Service Company 2020 Stock and Incentive Compensation Plan

Registration Statement on Form S-8 (File No. 333-249818) related to the Matrix Service Company 2020 Stock and Incentive Compensation Plan

Registration Statement on Form S-8 (File No. 333-228052) related to the Matrix Service Company 2018 Stock and Incentive Compensation Plan

Registration Statement on Form S-8 (File No. 333-171247) related to the Matrix Service Company 2011 Employee Stock Purchase Plan

of our reports dated September 3, 2026, relating to the financial statements of Matrix Service Company, and the effectiveness of Matrix Service Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended June 30, 2025.

/s/ DELOITTE & TOUCHE LLP

Houston, Texas
September 3, 2026

Exhibit 31.1

CERTIFICATIONS

I, Shawn P. Payne, certify that:

1. I have reviewed this Annual Report on Form 10-K of Matrix Service Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 3, 2026

/s/ Shawn P. Payne

Shawn P. Payne
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Kevin S. Cavanah, certify that:

1. I have reviewed this Annual Report on Form 10-K of Matrix Service Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 03, 2026

/s/ Kevin S. Cavanah

Kevin S. Cavanah
Vice President and Chief Financial Officer

EXHIBIT 32.1

Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant
Section 906 of Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Matrix Service Company (the "Company") on Form 10-K for the period ending June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Shawn P. Payne, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 03, 2026

/s/ Shawn P. Payne

Shawn P. Payne
President and Chief Executive Officer

EXHIBIT 32.2

Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant
Section 906 of Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Matrix Service Company (the “Company”) on Form 10-K for the period ending June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Kevin S. Cavanah, Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that based on my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 03, 2026

/s/ Kevin S. Cavanah

Kevin S. Cavanah
Vice President and Chief Financial Officer

Exhibit 95

Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the "Mine Act") by the federal Mine Safety and Health Administration ("MSHA"). We do not act as the owner of any mines, but as a result of our performing services or construction at mine sites as an independent contractor, we are considered an "operator" within the meaning of the Mine Act. The mine data retrieval system maintained by MSHA may show information that is different than what is provided herein. Any such difference may be attributed to the need to update that information on MSHA’s system and/or other factors.

The following table provides information for the twelve months ended June 30, 2026:

Mine or Operating Name/MSHA Identification Number	Section 104 S&S Citations(1)	Section 104(b) Orders(2)	Section 104(d) Citations and Orders(3)	Section 110(b)(2) Violations(4)	Section 107(a) Orders(5)	Total Dollar Value of MSHA Assessments Proposed ($)	Total Number of Mining Related Fatalities	Received Notice of Pattern of Violations Under Section 104(e)(6) (yes/no)	Received Notice of Potential to Have Pattern of Violations Under Section 104(e)(7) (yes/no)	Total Number of Legal Actions Pending as of Last Day of Period	Total Number of Legal Actions Initiated During Period	Total Number of Legal Actions Resolved During Period
None	—	—	—	—	—	—	—	N/A	N/A	—	—	—

(1) The total number of citations issued under section 104 of the Mine Act for violations of mandatory health or safety standards that could significantly and substantially contribute to a serious injury if left unabated.

(2) The total number of orders issued under section 104(b) of the Mine Act, which represents a failure to abate a citation under section 104(a) within the period of time prescribed by MSHA.

(3) The total number of citations and orders issued by MSHA under section 104(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards.

(4) The total number of flagrant violations identified under section 110(b)(2) of the Mine Act.

(5) The total number of orders issued under section 107(a) of the Mine Act for situations in which MSHA determined an imminent danger existed.

(6) A written notice from the MSHA regarding a pattern of violations under section 104(e) of the Mine Act.

(7) A written notice from the MSHA regarding a potential to have a pattern of violations under section 104(e) of the Mine Act.

Exhibit 97.1

August 29, 2023

MATRIX SERVICE COMPANY
CLAWBACK POLICY

I. Introduction

The Board of Directors of Matrix Service Company (the "**Board**") believes that it is in the best interests of Matrix Service Company (the "**Company**") and its shareholders to adopt this policy to provide for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under the federal securities laws (the "**Policy**"). This Policy is designed to comply with Section 10D of the Securities Exchange Act of 1934 (the "**Section 10D**"), Rule 10D-1 of the Securities Exchange Act of 1934 ("**Rule 10D-1**"), and Section 5608 of the Nasdaq Listing Rules (the "**Listing Rules**" and together with Section 10D and Rule 10D-1 and any other applicable law, the "**Applicable Law**").

II. Administration

This Policy shall be administered by the Board or the Board may delegate the authority to administer this Policy to such committee as it deems appropriate (the Board or such committee charged with administration of this policy, the "**Administrator**"). Any determinations made by the Administrator shall be final and binding on all affected individuals.

III. Covered Executives

This Policy applies to the Company's current and former executive officers, as determined by Administrator in accordance with Applicable Law, and such other current and former employees who may from time to time be deemed subject to the Policy by the Administrator ("**Covered Executives**").

IV. Recoupment; Accounting Restatement

In the event the Company is required to prepare an accounting restatement of its financial statements due to the Company's material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements, that is material to the previously issued financial statements or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period, the Administrator will require, subject to Applicable Law, recoupment of any Excess Incentive Compensation (defined below) received by any Covered Executive during the three completed fiscal years immediately preceding the date on which the Company is required to prepare an accounting restatement and during any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years.

V. Incentive Compensation

For purposes of this Policy, Incentive Compensation means any compensation that is granted, earned, or vested based wholly or in part on the attainment of a financial reporting measure. Incentive Compensation is deemed "received," for purposes of this Policy, in the Company's fiscal period during which the Financial Measure specified in the Incentive Compensation award is attained, even if the payment or grant of such Incentive Compensation occurs after the end of such period.

Financial reporting measures is any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measure that is derived wholly or in part from such measure. Financial reporting measures include but are not limited to:

- Company stock price;
- Total shareholder return;
- Revenues;
- Net income;
- Backlog;
- Project awards;
- Earnings before interest, taxes, depreciation, and amortization (EBITDA);
- Funds from operations;
- Financial ratios;
- Liquidity measures such as working capital or operating cash flow;
- Return measures such as return on invested capital or return on assets; and

  Earnings measures such as earnings per share.

VI. <u>Excess Incentive Compensation: Amount Subject to Recovery</u>

The amount to be recovered will be the "Excess Incentive Compensation" paid to the Covered Executive. The Excess Incentive Compensation is the amount of Incentive Compensation received that exceeds the Incentive Compensation that would have been paid to the Covered Executive had it been based on the restated results, as determined by the Administrator, without regard to any taxes paid.

For Incentive Compensation based on Company stock price or total shareholder return or other instances in which the Administrator cannot determine the amount of excess Incentive Compensation received by the Covered Executive directly from the information in the accounting restatement, then the Administrator will make its determination based on a reasonable estimate of the effect of the accounting restatement. The Administrator must maintain documentation of the determination of such reasonable estimate and provide such documentation to Nasdaq as required under the applicable law.

VII. <u>Method of Recoupment</u>

The Administrator will determine, in its sole discretion, the timing and method for recouping Incentive Compensation hereunder which may include, without limitation:

(a) requiring reimbursement of cash Incentive Compensation previously paid;

(b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;

(c) offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Executive;

(d) cancelling outstanding vested or unvested equity awards;

(f) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder; and/or

(g) taking any other remedial and recovery action permitted by law or contract, as determined by the Administrator, including reimbursement of costs (including legal fees) incurred in connection with the recovery of excess incentive-based compensation.

VIII. No Indemnification

The Company shall not indemnify any Covered Executives against the loss of any incorrectly awarded Incentive Compensation including any payment or reimbursement for the cost of third-party insurance purchased by any Covered Executives to fund potential clawback obligations under this Policy.

IX. Director Indemnification

No member of the Board or any Committee shall be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

X. Interpretation

The Administrator is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Applicable Law.

XI. Effective Date

This Policy shall be effective as of the date it is adopted by the Board of Directors (the "**Effective Date**") and shall apply to Incentive Compensation that is received by Covered Executives on or after that date even if such Incentive Compensation was approved, awarded, granted or paid to Covered Executive prior to the Effective Date.

XII. Amendment; Termination

The Board of Directors may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary to comply Applicable Law.

XIII. Other Recoupment Rights

The Board of Directors intends that this Policy will be applied to the fullest extent of the law. The Administrator may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

XIV. Impracticability

The Administrator shall recover any Excess Incentive Compensation in accordance with this Policy unless such recovery would be impracticable, as determined by the Administrator in accordance with Applicable Law.

XV. Successors

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.