

EXHIBIT A

FOCUS MANAGEMENT GROUP USA, INC.

Agreement for Consulting Services General Terms and Conditions

This Agreement (the "Agreement") is made this 15 day of April, 2004 by and between Focus Management Group USA, Inc. ("Consultant") and DT Industries, Inc. ("Client"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work. From time to time, Consultant shall perform services for or on behalf of Client as requested by one or more "Authorizations." Each Authorization shall specify the terms and conditions of the services to be performed by Consultant, and shall become effective only upon execution by Client and Consultant. In the event certain provisions of an Authorization conflict with the provisions of this Agreement, the parties hereto agree that the provisions of this Agreement shall be controlling.

2. Compensation - Payment of Fees and Expenses. Client shall pay Consultant fees for services as set forth in each Authorization, or if no fee amount is specified in the applicable Authorization, fees for services shall be charged at Consultant's customary hourly rates as may be established by Consultant from time to time, on a weekly basis, and the fees for services performed during a given week shall be paid on the Monday (or next succeeding business day if such Monday is a non-business day) of the following week. Time traveling is charged at such hourly rates. Client shall also pay Consultant for all costs and expenses incurred in connection with the services provided pursuant to this Agreement. In addition, Client shall pay Consultant an administrative fee of five percent (5%) of all out of pocket expenses.

3. Retainer. In respect of each Authorization, Client shall pay Consultant a retainer (as described in the applicable Authorization) to cover fees and out of pocket expenses of Consultant. The retainer is not a substitute for Client's timely weekly payment of fees and out of pocket expenses, as defined in Section 2. The retainer shall be paid to Consultant before Consultant is obligated to perform any work in respect of the applicable Authorization. At the completion or earlier termination of the work in respect of the applicable Authorization, without further authorization from Client, Consultant may apply the retainer to any unpaid fees, out of pocket expenses and other charges due Consultant, and any amount of the retainer that is not required to pay Consultant's fees, out of pocket expenses or other charges will be refunded to Client at such time. Client acknowledges that (i) the retainer will not be held in a separate account and may be deposited into Consultant's general operating account and (ii) Client is not entitled to any interest on the retainer.

4. Support Services. Client shall provide Consultant with duplicating, secretarial and other support services at the location of the work, provided these services are necessary to complete the work. If such services are unavailable at the location of the work, Consultant may provide such services, and shall be entitled to reimbursement from Client for these services charged at the customary published hourly rates for Consultant's administrative personnel as may be established by Consultant from time to time.

5. Rights to Work Product. Client shall retain exclusive rights to ownership of all work product hereunder. Work product shall include reports issued pursuant to any Authorization, but shall exclude, among other things, all working papers by Consultant, memoranda, correspondence, notes, and calculations that Consultant may have prepared or used in the development of reports. Consultant shall have the right to retain copies of reports issued to Client for Consultant's records. Consultant shall have the right to designate in writing certain work product as belonging to Consultant prior to the creation of such work product, and such designated work product shall be the exclusive property of Consultant if Client permits such work product created by Consultant.

6. Access. Client shall provide Consultant and its Personnel (as defined below) with access to all of Client's Information, Personnel, books, records, and facilities deemed necessary by Consultant to complete the work under each Authorization. It may be necessary for Consultant to arrange for prospective investors/lenders to visit one or more of the facilities and meet with certain members of Client. It may also be necessary for Client to make certain of its Personnel available for conference calls to answer questions of prospective investors/lenders. Client will accommodate such requests for access, provided they are made during normal business hours. Consultant will use its best efforts to (i) accommodate Client's working schedule so as not to cause undue disruption of Client's business, and (ii) attend any visits made by prospective investors/lenders.

7. Personnel. Each party agrees that neither it nor its affiliates will at any time during the period commencing on the date hereof and continuing until the first anniversary of the date that (i) all work provided under all Authorizations has been completed or (ii) this Agreement is otherwise terminated, whichever occurs last, directly or indirectly, solicit for employment any director, officer, employee or representative of the other party ("Personnel") without the prior written consent of the other party.

8. Independent Contractor. Unless otherwise specifically set forth in an Authorization, neither Consultant nor any of its Personnel shall be deemed to be an agent, employee, officer or director of Client. Under no circumstances shall Consultant or any of its Personnel be, or be deemed to be, in control of the operations of Client, or to be an owner or operator or acting as a responsible person or controlling person with respect to Client.

9. No Assumption of Liabilities. Notwithstanding any provision herein to the contrary, Consultant does not assume, and shall not be deemed to have assumed, any liabilities, debts or obligations of Client of any kind or description.

10. Limitation of Liability/Indemnification.

(a) Neither Consultant nor any of its Personnel shall have any liability to Client for any action taken or for refraining from the taking of any action, or for errors in judgment, including, but not limited to, any such claims, damages, liabilities and expenses that are found in a final judgment by a court of competent jurisdiction to have resulted primarily and directly from such person's willful misconduct or negligence of any sort.

(b) Client hereby agrees to defend, protect, indemnify and hold harmless Consultant and its Personnel (each of the foregoing being an "Indemnitee" and all of the foregoing being collectively the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all fees and disbursements of counsel, legal assistants and paralegals which may be incurred in the investigation or defense of any matter and, in the event of litigation, at all trial and appellate levels) imposed upon, incurred by or asserted against any Indemnitee, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations, under common law or an equitable cause, or on contract or otherwise by reasons of an Indemnitee's services to Client (irrespective of whether an Indemnitee's services have been rendered in connection with this engagement or otherwise), including, but not limited to, any such claims, damages, liabilities and expenses that are found in a final judgment by a court of competent jurisdiction to have resulted primarily and directly from such Indemnitee's willful misconduct or negligence of any sort. In the event this Indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law.

(c) This Indemnification applies, without limitation, to any act, omission, event or circumstance existing or occurring on or prior to the termination of the relationship between Consultant and Client. The indemnification provisions set forth above shall be in addition to any liability Client may otherwise have to Consultant. Without prejudice to the survival of any other obligation of Client to Consultant, the indemnities and obligations of Client contained herein shall survive the termination of the relationship between Consultant or any Indemnitee and Client.

11. **Confidentiality.** Consultant shall maintain in strict confidence any information of a non-public nature relating to Client or its business that Consultant may gain or develop in the course of its engagement by Client, and shall not disclose any such information to any person during or after its engagement by Client except (i) information that is legally in Consultant's possession prior to the disclosure of such information hereunder; (ii) information that, subsequent to its disclosure hereunder, becomes publicly available; (iii) information that becomes legally available to Consultant on a non-confidential basis from any third party; (iv) information that Consultant discloses as permitted or required by law or order of court; or (v) information that is disclosed with the consent of Client. Notwithstanding the above, Consultant shall be permitted to disclose any information regarding Client to (x) Consultant's Personnel who need to know such information to perform the services described in the Authorization, (y) any of Client's current creditors and (z) any shareholder, partner, member, or other equity holder of Client. Upon termination of this Agreement, Consultant shall return to Client all materials of a non-public nature from Client in the course of the engagement (other than Consultant's work product), and shall either deliver to Client or destroy any copies thereof that it may have made or received.

12. **Termination.** This Agreement may be terminated immediately by either party, in its sole discretion, for any reason whatsoever, with or without cause, by giving written notice of termination to the other party. Upon termination of this Agreement, Consultant shall be entitled to all unpaid expenses incurred pursuant to this Agreement and the remaining unpaid balance of any fee which is due and payable pursuant hereto. For the purposes of this Section 12, "Agreement" shall include any Authorization issued pursuant to this Agreement.

13. **Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced under the laws of the State of Florida, without regard to conflicts of laws, regardless of the location of the performance of services hereunder. Any claim, action or proceeding involving the parties hereto shall be brought exclusively in the courts of the State of Florida, or federal courts sitting in Florida, located in Hillsborough County, Florida, and the parties hereby irrevocably consent to the jurisdiction of these courts and the proper venue therein, each party hereby waiving any claim that any such forum would be inconvenient.

14. **Joint and Several Obligation.** If Client consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Client under this Agreement and any and all Authorizations. Any one or more parties constituting Client may be released from an obligation hereunder without affecting the liability of any party not so released.

15. **Miscellaneous.** This Agreement expresses the entire agreement of the parties hereto and supersedes all prior promises, representations, understandings, arrangements and agreements among the parties with respect to the subject matter hereof. No change, alteration, or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto; provided, however, that Client shall not assign any right herein or delegate any duties without the prior written consent of Consultant. Failure of either party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Agreement. In the event that any provision of this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, then the court making such determination may reduce the obligations so as to be enforceable according to applicable law and enforce such obligations as reduced. The remaining provisions of this Agreement shall be enforced according to their terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

"Consultant"

"Client"

FOCUS MANAGEMENT GROUP
USA, INC.

DT INDUSTRIES, INC.

By: J. Jim Pruden

By: [Signature]

Name: J. Jim Pruden
Title: President

Name: S. J. PERKINS
Title: Pres. & CEO

FOCUS MANAGEMENT GROUP USA, INC.

WORK/PROJECT AUTHORIZATION NO. 1

DATED: April 16, 2004

In accordance with the certain Agreement for Consulting Services dated April 15, 2004, by and between the undersigned Client and Focus Management Group USA, Inc. (the "Agreement"), Client hereby authorizes Focus Management Group USA, Inc., ("Consultant") to perform the following services in accordance with the terms, conditions and covenants set forth in the Agreement and in this Authorization:

Services:

PHASE 1

1. Review Client's existing cash flow forecasts and if so requested prepare financial information and/or cash flow as requested by Client's lenders.
2. Assist Client in the preparation of reports related to the proposed bankruptcy filing, including but not limited to preparation of Client's Budget.
3. Assist Client in efforts to identify and negotiate Debtor-In-Possession financing.
4. Assist Client in management of its relationships with Bank Group
5. Discuss the Client's financial condition and opportunities with the Client's management, bank group and stakeholders in order to secure additional funding from bank group.

PHASE 2

In the event that Client elects to file for protection under the US Bankruptcy Code, Consultant on an as needed and as requested basis to:

1. Prepare and, from time to time thereafter, update, cash flow forecasts, other projections and other financial data for Client.
2. Assist Client in its efforts to restructure its debts and downsize operations and perform related services.
3. Assist Client in the preparation of reports to the United States Trustee and the Statements and Schedules.
4. Assist the Client in the disposal of assets not essential to the continued operations.
5. Periodically communicate with and participate in meetings with Client's management and other parties of interest regarding Client's financial condition.
6. Assist Client by providing other financial or consulting services required in Client's bankruptcy case(s).

Compensation:

- Retainer: Consultant shall receive a retainer of \$30,000.00 prior to the commencement of any work described herein or in the Agreement. The retainer will be applied to the fees and expenses payable by Client to Consultant under the Agreement.
- Professional Fees: Professional fees for this Authorization will be charged at \$400.00 per hour plus reasonable expenses, as stated in Section 2 of the Agreement.

Other Provisions:

Notwithstanding anything in the Agreement to the contrary, in the event Client(s) commence case(s) under the United States Bankruptcy Code, any and all fees payable to Consultant hereunder shall be paid to Consultant in accordance with and subject to the provisions of the United States Bankruptcy Code and any order entered by a bankruptcy court governing the allowance and payments of fees and expenses of professional persons in Client's bankruptcy case(s). Upon commencement of such case(s), Client shall take appropriate action to obtain Court approval of Client's engagement of Consultant under the terms and conditions of this Agreement.

"Consultant"

"Client"

FOCUS MANAGEMENT GROUP
USA, INC.

DT INDUSTRIES, INC.

By: J. Tim Proben

By: S.V. PERKINS

Name: J. Tim Proben
Title: President

Name: S.V. PERKINS
Title: ALLEGES

FOCUS MANAGEMENT GROUP USA, INC.

WORK/PROJECT AUTHORIZATION NO. 2

DATED: May 11, 2004

In accordance with that certain Agreement for Consulting Services dated April 15, 2004, by and between the undersigned Client and Focus Management Group USA, Inc. (the "Agreement"), Client hereby authorizes Focus Management Group USA, Inc. ("Consultant") to perform the following services in accordance with the terms, conditions and covenants set forth in the Agreement and in this Authorization:

Services:

Consultant shall:

- (a) Prepare weekly updates of Cash Budgets and other projections
- (b) Assist Debtors in managing cash receipts and disbursement and reporting thereon
- (c) Assist the Debtors in procuring materials and services from its vendors and advise Debtors employees involved in procuring materials and services on negotiating strategies and tactics for dealing with the Debtors' base of providers of materials and services.
- (d) Identify critical vendors and negotiate post-petition payments and terms including negotiating the extension of post-petition vendor credit terms
- (e) Prepare weekly analyses of variances between projected and actual cash receipts and disbursements
- (f) Assist Debtors in the preparation of reports to the United States Trustee and all related reports and schedules required in the Debtors' bankruptcy cases.
- (g) Prepare analyses for communicating Debtors' financial affairs and initiate communication to all appropriate parties of interest including, but not limited to, Debtors' management and legal advisors and the agent for the Debtors' secured lending group, the financial advisors to Debtors' lending group, any professionals retained by any court-approved, unsecured lenders' committee and, where appropriate, key vendors.
- (h) As required, provide any expert testimony required by the Debtors' bankruptcy cases pertaining to Debtors' financial affairs that Focus and the Debtors deem Focus is qualified to provide.
- (i) Assist Debtors by providing advice, counsel, financial analyses or financial advisory and consulting services required in Debtors' bankruptcy cases.

Compensation:

- *Retainer:* Consultant shall receive a retainer of an additional \$145,000.00 prior to the commencement of any work described herein or in the Agreement. The retainer will be applied to the fees and expenses payable by Client to Consultant under the Agreement.
- *Professional Fees:* Professional fees for this Authorization will be charged at \$400.00 per hour plus reasonable expenses, as stated in Section 2 of the Agreement.

Other Provisions:

Notwithstanding anything in the Agreement to the contrary, in the event Client(s) commence case(s) under the United States Bankruptcy Code, any and all fees payable to Consultant hereunder shall be paid to Consultant in accordance with and subject to the provisions of the United States Bankruptcy Code and any order entered by a bankruptcy court governing the allowance and payments of fees and expenses of professional persons in Client's bankruptcy case(s). Upon commencement of such case(s), Client shall take appropriate action to obtain Court approval of Client's engagement of Consultant under the terms and conditions of this Agreement.

"Consultant"

"Client"

FOCUS MANAGEMENT GROUP
USA, INC.

DT INDUSTRIES, INC.

By: J. Tim Pruban
Name: J. Tim Pruban
Title: President

By: John M. Casper
Name: John M. Casper
Title: SE VP/CEO