

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 31, 2005

SEGMENTZ, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-49606
(Commission File Number)

03-0450326
(I.R.S. Employer
Identification No.)

429 Post Road, Buchanan, Michigan 49107
(Address of principal executive offices – zip code)

(269) 695-4920
(Registrant's telephone number, including area code)

Not applicable
(former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 DEPARTURE OF DIRECTOR OR PRINCIPAL OFFICER; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

Mr. Allan Marshall has tendered his resignation as a member of the Company's Board of Directors effective as of August 31, 2005.

Andrew Norstrud has tendered his resignation as the Company's Chief Financial Officer effective as of August 31, 2005.

Effective as of September 1, 2005, Mark Patterson has accepted the position as the Company's Chief Financial Officer. Mr. Patterson served a Director of Corporate Reporting for SIRVA, Inc. (NYSE: SIR), a multi-billion-dollar relocation services provider that operates a variety of brand names, most notably North American Van Lines, where he was responsible for SEC reporting and compliance issues, from January 2005 to present; served as Corporate Controller and Director of Financial Planning and Analysis with transportation company CRST International, Inc. from July 2003 to December 2004; served as Chief Financial Officer of Coastal Resources, Inc., an Intermodal Transportation Company, from 2002 to July 2003; served as Chief Financial Officer of Schilli Transportation Services, Inc., a transportation, warehousing and logistics company with annual sales in excess of \$100 million, from 1998 to 2002; and served as Director of Treasury and Finance with US Xpress Enterprises from 1995 to 1998. The Company and Mr. Patterson have executed an employment agreement with a term of 3 years, subject to a 1 year extension at the Company's sole discretion, pursuant to which Mr. Patterson is to receive a base salary of \$125,000, a performance based bonus equal to up to 30% of base salary per year, and a signing bonus of options to purchase up to 100,000 shares of the Company's common stock at an exercise price of \$1.25 per share. The employment agreement, a copy of which is attached as an exhibit hereto, also contains a covenant not to compete and a nondisclosure provision.

A press release with respect to the foregoing matters is attached as an exhibit hereto.

ITEM 9.01 FINANCIAL STATEMENTS AN EXHIBITS

(c) Exhibits.

99.1 Employment Agreement with Mark Patterson dated September 1, 2005.

99.2 Press release dated September 1, 2005.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SEGMENTZ, INC.

By: /s/ Mike Welch

Name: Mike Welch

Title: Chief Executive Officer

Date: September 6, 2005

Contact:

Segmentz, Inc.
Jeff Curry
269-695-4955
JeffC@express-1.com

SEGMENTZ, INC. NAMES NEW CHIEF FINANCIAL OFFICER

Company Also Relocates Headquarters; Announces Change to Board of Directors

BUCHANAN, Mich. – September 1, 2005 – Segmentz, Inc. (AMEX: SZI) announced today that it has named Mark Patterson as its new chief financial officer. Patterson, who brings nearly 20 years of finance experience to the role, replaces Andrew Norstrud.

Most recently, Patterson served a Director of Corporate Reporting for SIRVA, Inc. (NYSE: SIR), a multi-billion-dollar relocation services provider that operates a variety of brand names, most notably North American Van Lines. At SIRVA, he was responsible for SEC reporting and compliance issues. Prior to that, Patterson, 42, was Corporate Controller and Director of Financial Planning and Analysis with transportation company CRST International, Inc. Patterson also was previously Chief Financial Officer of Schilli Transportation Services, Inc., a transportation, warehousing and logistics company with annual sales in excess of \$100 million. Prior to Schilli, he was Director of Treasury and Finance with US Xpress Enterprises.

“Mark brings a wealth of knowledge about both the transportation industry and public company reporting, which made him the ideal candidate to assume the financial reigns at Segmentz,” said Chief Executive Officer Michael Welch. “His considerable experience will be a strong asset as we focus on the continued growth of our expedited transportation services business.”

The company also announced today that it has completed the relocation of its headquarters from Tampa, Florida to Buchanan, Michigan. In conjunction with this move, Allan Marshall has resigned his seat on the Segmentz, Inc. Board of Directors. The company is in the process of seeking a new director.

“Our relocation to Michigan opens a new and exciting chapter in the company’s history,” Welch continued. “Buchanan has long been Express-1’s home and has served this business well through its years of growth. Our move enables Segmentz to eliminate redundant costs and operate in the heart of the Midwest, where a majority of our expedited transportation occurs.”

“We thank Allan for his years of service to the company as chief executive officer and, most recently, as a director. We wish him the best of luck in his future endeavors,” concluded Welch.

About Segmentz, Inc.

Segmentz, Inc. is a provider of premium transportation and logistics management services to its target client base, ranging from mid-sized to Fortune 500 companies. The Company's services place an emphasis on ground expedited, air expedited and special handling services. Other services include: regional trucking, dedicated delivery and supply chain management services. All Company services focus on same-day and next-day pick up and delivery, transporting the freight in exclusive use trucks. The Company is committed to a strategy of continued growth through a non-asset based model. The Company has a state of art 24/7 call center utilizing a world-class communications technology and dispatch infrastructure that covers the 48 states and Canada. Segmentz, Inc. is publicly traded on the American Stock Exchange under the symbol SZI. For more information about Express-1, the Company's primary operating unit, visit <http://www.express-1.com>.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include those related to the company's future growth. These forward-looking statements involve risks and uncertainties. Factors that could cause actual results to differ materially from those predicted in any such forward-looking statement include the possibility that: it will be unable to continue to lower costs; the development and customers' acceptance of its transportation products, including acceptance by key customers, will not be up to Company standards; it will experience pricing pressures; technology changes rapidly in the industry; growth of the transportation and third-party logistics market, increased competition; it will be unable to attract and retain qualified personnel; it will be unable to identify and successfully consummate future acquisitions; adverse changes in customer order patterns take place; and that adverse changes take place in general economic conditions in the U.S. and internationally. These and other risks are detailed from time to time in Segmentz Inc.'s periodic reports filed with the Securities and Exchange Commission, including, but not limited to, its report on Form 10-KSB for its fiscal year ended December 31, 2004. This filing can be accessed at a website maintained by the SEC at www.sec.gov.

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is effective as of the date signed (the "Effective Date"), between Segmentz, Inc., a Delaware corporation, whose principal place of business is 429 Post Road, Buchanan, Michigan 49107 (the "Company") and Mark Patterson (the "Executive").

RECITALS

- A. The Company is principally engaged in the business of expedited transportation and third party logistics (the "Business").
- B. The Executive has extensive experience in logistics operations and transportation management.
- C. The Company desires to employ the Executive and the Executive desires to be employed by the Company.
- D. The parties agree that a covenant not to compete is essential to the growth and stability of the Business of the Company.

NOW, THEREFORE, in consideration of the mutual agreements herein made, the Company and the Executive do hereby agree as follows:

1. Recitals. The above recitals are true, correct, and are herein incorporated by reference.
2. Employment. The Company hereby employs the Executive, and the Executive hereby accepts employment, upon the terms and conditions hereinafter set forth.

3. Authority and Power During Employment Period.

a. Duties and Responsibilities. During the term of this Agreement, the Executive shall serve as the Chief Financial Officer for the Company and report to the Chief Executive Officer. The executive shall have general financial management authority over all aspects of the Company's Financial Business, subject to the guidelines and direction of the Board of Directors of the Company.

b. Time Devoted. Throughout the term of the Agreement, the Executive shall devote all of the Executive's business time and attention to the business and affairs of the Company consistent with the Executive's position with the Company.

4. Term. The Term of employment hereunder will commence on the date as set forth above and terminate three (3) years from the Effective Date, and such term shall automatically be extended for a one (1) year term thereafter in the sole discretion of the Company. For purposes of this Agreement, the Term (the "Term") shall include the initial term and all renewals thereof.

5. Compensation and Benefits.

a. Salary. The Executive shall be paid a base salary (the "Base Salary") at an annual rate of One Hundred and Twenty-Five Thousand Dollars beginning at the Effective Date of this Agreement. The Base Salary shall be reviewed annually throughout the Term by the company's compensation committee and may be raised at its sole discretion.

b. Signing Bonus: 100,000 warrants at \$1.25 per share of common stock of the Company.

c. Performance Based Bonus. As additional compensation, the Executive shall be entitled to receive a bonus ("Bonus") for each year during the Term of the Executive's employment by the Company equal to up to 30% of the Executive's Base Salary at said year's end. The amount any Bonus shall be determined based upon performance targets set annually by the compensation committee of the Board of Directors. Any Bonus awarded for the year ended December 31, 2005 shall be prorated based on effective date of contract.

d. Executive Benefits. The Executive shall be entitled to participate in benefit programs of the Company currently existing or hereafter including, but not limited to, group life insurance, health insurance, dental, and 401 K.

e. Vacation. The Executive shall be entitled to four (4) weeks of paid time off during each year during the Term.

f. Business Expense Reimbursement. During the Term of employment, the Executive shall be entitled to receive proper reimbursement for all reasonable, out-of-pocket expenses incurred by the Executive (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder, provided the Executive properly accounts therefore.

g. There is a one time moving expense of \$10,000.

h. The company will reimburse up to \$20,000 to the Executive's Real Estate Agent for the sale of the Executives Cedar Rapids, Iowa home.

6. Consequences of Termination of Employment.

a. Death. In the event of the death of the Executive during the Term, Base Salary and any earned Bonus shall be paid to the Executive's designated beneficiary, or, in the absence of such designation, to the estate or other legal representative of the Executive until the date of death. Other death benefits will be determined in accordance with the terms of the Company's benefit programs and plans.

b. Disability.

(1) In the event of the Executive's Disability, as hereinafter defined, the Executive shall be entitled to compensation in accordance with the Company's disability compensation practice for senior executives, including any separate arrangement or policy covering the Executive, but in all events the Executive shall continue to receive the Executive's Base Salary for ninety (90) days from the date on which the Disability has been deemed to occur. Any amounts provided for in this Section 6(b) shall be offset by other long-term disability benefits provided to the Executive by the Company.

(2) "Disability," for the purposes of this Agreement, shall be deemed to have occurred in the event (A) the Executive is unable by reason of sickness or accident to perform the Executive's duties under this Agreement for an aggregate of 30 days in any twelve-month period or (B) the Executive has a guardian of the person or estate appointed by a court of competent jurisdiction. Termination due to Disability shall be deemed to have occurred upon the first day of the month following the determination of Disability as defined in the preceding sentence.

Anything herein to the contrary notwithstanding, if, following a termination of employment hereunder due to Disability as provided in the preceding paragraph, the Executive becomes reemployed, whether as an Executive or a consultant to the Company, any salary, annual incentive payments or other benefits earned by the Executive from such reemployment shall offset any salary continuation due to the Executive hereunder commencing with the date of re-employment.

c. Termination by the Company for Cause.

(1) Nothing herein shall prevent the Company from terminating Employment for "Cause," as hereinafter defined. In the event of a termination for Cause, the Executive shall receive Base Salary and benefits through the date of termination only, together with any Bonus that has been earned as of that date.

(2) "Cause" shall mean and include those actions or events specified below in subsections (A) through (F) to the extent the same occur, or the events constituting the same take place, subsequent to the Effective Date: (A) committing or participating in an injurious act of fraud, gross neglect or embezzlement against the Company; (B) committing or participating in any other injurious act or omission in a manner which was negligent against the Company, monetarily or otherwise; (C) engaging in a criminal enterprise involving moral turpitude; (D) conviction of an act or acts constituting a felony under the laws of the United States or any state thereof; (E) any assignment of this Agreement by the Executive in violation of Section 14 of this Agreement; or (F) failure by the Executive to discharge the Executive's duties under this Agreement. No actions, events or circumstances occurring or taking place at any time prior to the Effective Date shall in any event constitute or provide any basis for any termination of this Agreement for Cause;

(3) Notwithstanding anything else contained in this Agreement, this Agreement will not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination stating that the Executive committed one of the types of conduct set forth in this Section 6(c) and specifying the particulars thereof and the Executive shall be given a thirty (30) day period to cure such conduct, if possible.

d. Termination by the Company Other than for Cause. The Company may terminate the Executive's employment in the Company's sole discretion at any time; provided, however, that in the event such termination is not pursuant to Section 6(a), Section 6(b), or Section 6(c) hereof, the Company may terminate this Agreement upon three (3) months' prior written notice. During such three (3) month period the Executive shall continue to perform the Executive's duties pursuant to this Agreement and the Company shall continue to compensate the Executive pursuant to this Agreement. In the event of a termination under this Section 6(d), the Executive shall receive Base Salary only (i.e. no fringe benefits, Bonus, or other compensation), for the lesser of the one year period following termination or the remaining Term. All awarded options will vest immediately upon the termination of the Executive pursuant to this Section 6(d).

e. Voluntary Termination. In the event the Executive terminates the Executive's employment on the Executive's own volition (except as provided in Section 6(f)), the Executive shall receive Base Salary and benefits through the date of termination only, together with any Bonus that has been earned as of that date.

f. Termination Following a Change of Control.

(a) In the event that a "Change in Control" of the Company shall occur at any time during the Term hereof, the Executive shall have the right to terminate the Executive's employment under this Agreement upon thirty (30) days prior written notice given at any time within one year after the occurrence of such event, and such termination of the Executive's employment with the Company pursuant to this Section 6(g)(1), and, in any such event Executive shall be entitled to (A) vesting of all options; and (B) Base Salary only (i.e. no fringe benefits, Bonus, or other compensation), for the lesser of the one year period following termination and the remaining Term.

(3) For purposes of this Agreement, a "Change in Control" of the Company shall mean a change in control (A) as set forth in Section 280G of the Internal Revenue Code or (B) of a nature that would be required to be reported in response to Item 5.01 of the current report on Form 8K, as in effect on the Effective Date, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); provided that, without limitation, such a change in control shall be deemed to have occurred at such time as:

(A) any "person", other than the Executive, (as such term is used in Section 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's outstanding securities then having the right to vote at elections of directors; or,

(B) There is a failure to elect four (or such number of directors as would constitute a majority of the Board of Directors) or more candidates nominated by management of the Company to the Board of Directors; or

(C) the individuals who at the Effective Date of the Agreement constitute the Board of Directors cease for any reason to constitute a majority thereof unless the election, or nomination for election, of each new director was approved by a vote of at least two thirds of the directors then in office who were directors at the Effective Date; or

(D) the Business of the Company is disposed of by the Company pursuant to a partial or complete liquidation of the Company, a sale of assets (including stock of a subsidiary of the Company) or otherwise.

Anything herein to the contrary notwithstanding, this Section 6(f) will not apply where the Executive gives the Executive's explicit written waiver of the Executive's rights under this Section 6(f) with respect to a specific Change in Control event. The Executive's participation in any negotiations or other matters in relation to a Change in Control shall in no way constitute such a waiver which can only be given by an explicit written waiver as provided in the preceding sentence.

7. Covenant Not to Compete.

a. Covenant Not to Compete. The Executive acknowledges and recognizes the highly competitive nature of the Company's business and the goodwill, continued patronage, and specifically the names and addresses of the Company's Clients (as hereinafter defined) constitute a substantial asset of the Company having been acquired through considerable time, money and effort. Accordingly, in consideration of the execution of this Agreement the Executive agrees to the following:

(1) That during the Restricted Period (as hereinafter defined) and within the Restricted Area (as hereinafter defined), the Executive will not, individually or in conjunction with others, directly or indirectly, engage in any Business Activities (as hereinafter defined), whether as an officer, director, proprietor, employer, partner, independent contractor, investor (other than as a holder solely as an investment of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor or agent.

(2) That during the Restricted Period and within the Restricted Area, the Executive will not, directly or indirectly, solicit, induce or influence any of the Company's Clients which have a business relationship with the Company at the time during the Restricted Period to discontinue or reduce the extent of such relationship with the Company.

b. Non-Disclosure of Information. Executive agrees that Executive will not use or disclose any Proprietary Information of the Company for the Executive's own purposes or for the benefit of any entity engaged in Business Activities. As used herein, the term "Proprietary Information" shall mean trade secrets or confidential proprietary information of the Company which are material to the conduct of the business of the Company. No information can be considered Proprietary Information unless the same is a unique process or method material to the conduct of Company's Business, or is a customer list or similar list of persons engaged in business activities with Company, or if the same is otherwise in the public domain or is required to be disclosed by order of any court or by reason of any statute, law, rule, regulation, ordinance or other governmental requirement. Executive further agrees that in the event his employment is terminated for any reason all Documents in his possession at the time of his termination shall be returned to the Company at the Company's principal place of business. As used herein, the term "Documents" shall mean all original written, recorded, or graphic matters whatsoever, and any and all copies thereof, including, but not limited to: papers; books; records; tangible things; correspondence; communications; telex messages; memoranda; work-papers; reports; affidavits; statements; summaries; analyses; evaluations; client records and information; agreements; agendas; advertisements; instructions; charges; manuals; brochures; publications; directories; industry lists; schedules; price lists; client lists; statistical records; training manuals; computer printouts; books of account, records and invoices reflecting business operations; all things similar to any of the foregoing however denominated. In all cases where originals are not available, the term "Documents" shall also mean identical copies of original documents or non-identical copies thereof.

c. Company's Clients. The "Company's Clients" shall be deemed to be any partnerships, corporations, professional associations or other business organizations for whom the Company or its subsidiaries have performed Business Activities.

d. Restrictive Period. The "Restrictive Period" shall be deemed to commence on the date of this Agreement, and end on the earliest to occur of the following:

- (1) twelve (12) months after the termination of this Agreement under Section 6(b), Section 6(c), Section 6(e), or Section 6(f); or
- (2) the date of the termination of this Agreement under Section 6(d); or
- (3) the end of the Term (provided the Agreement wasn't earlier terminated under one of the provisions of Section 6).

e. Competitive Business Activities. The term "Business Activities" as used herein shall be deemed to mean the business of expedited transportation and third party logistics.

f. Restrictive Area. The term “Restrictive Area” shall be deemed to mean any State in which the Company does business.

g. Covenants as Essential Elements of this Agreement. It is understood by and between the parties hereto that the foregoing covenants contained in Section 7 are essential elements of this Agreement, and that but for the agreement by the Executive to comply with such covenants, the Company would not have agreed to enter into this Agreement. Such covenants by the Executive shall be construed to be agreements independent of any other provisions of this Agreement. The existence of any other claim or cause of action, whether predicated on any other provision in this Agreement, or otherwise, as a result of the relationship between the parties shall not constitute a defense to the enforcement of such covenants against the Executive.

h. Survival After Termination of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the covenants in Section 7 shall survive the termination of this Agreement and the Executive’s employment with the Company.

i. Revisions. The parties hereto acknowledge that (A) the restrictions contained in Section 7 are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind, and (B) Executive’s full, uninhibited, and faithful observance of each of the covenants contained in this Agreement will not cause Executive any undue hardship, financial or otherwise. It is the intention of all parties to make the covenants of Section 7 binding only to the extent that it may be lawfully done under existing applicable laws. In the event that any part of any covenant of Section 7 is determined by a court of law to be overly broad thereby making the covenant unenforceable, the parties hereto agree, and it is their desire, that such court shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of the covenant and as so modified the covenant shall be as fully enforceable as set forth herein by the parties themselves in the modified form.

j. Remedies. The Executive acknowledges and agrees that the Company’s remedy at law for a breach or threatened breach of any of the provisions of Section 7 herein would be inadequate and a breach thereof will cause irreparable harm to the Company. In recognition of this fact, in the event of a breach by the Executive of any of the provisions of Section 7, the Executive agrees that, in addition to any remedy at law available to the Company, including, but not limited to, monetary damages and all rights of the Executive to payment or otherwise under this Agreement may be terminated, and the Company, without posting any bond, shall be entitled to obtain, and the Executive agrees not to oppose the Company’s request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available to the Company.

8. Indemnification.

a. The Executive shall continue to be covered by the Certificate of Incorporation and/or the Bylaws of the Company with respect to matters occurring on or prior to the date of termination of the Executive’s employment with the Company, subject to all the provisions of Delaware corporate law, Federal law and the Certificate of Incorporation and Bylaws of the Company then in effect. Such reasonable expenses, including attorneys’ fees that may be covered by

the Certificate of Incorporation and/or Bylaws of the Company shall be paid by the Company on a current basis in accordance with such provision, the Company's Certificate of Incorporation and Delaware corporate law. To the extent that any such payments by the Company pursuant to the Company's Certificate of Incorporation and/or Bylaws may be subject to repayment by the Executive pursuant to the provisions of the Company's Certificate of Incorporation or Bylaws, or pursuant to Delaware corporate law or Federal law, such repayment shall be due and payable by the Executive to the Company within twelve (12) months after the termination of all proceedings, if any, which relate to such repayment and to the Company's affairs for the period prior to the date of termination of the Executive's employment with the Company and as to which Executive has been covered by such applicable provisions.

b. The Company specifically acknowledges and agrees that the Executive has personally guaranteed certain obligations on behalf of the Company and further that the Executive is personally liable for certain obligations of the Company. The Company shall indemnify and hold the Executive harmless from any and all obligations that the Executive may incur, including, without limitation, costs and attorneys fees in connection with such guaranties or personal liabilities. Any costs or expenses that may be incurred by the Executive in connection with such liabilities or guaranties shall be reimbursed to the Executive, upon receipt by the Company of documented evidence of such liabilities, within three (3) business days of the receipt of such documented evidence.

9. Withholding. Anything to the contrary notwithstanding, all payments required to be made by the Company hereunder to the Executive or the Executive's estate or beneficiaries shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, the Company may accept other arrangements pursuant to which it is satisfied that such tax and other payroll obligations will be satisfied in a manner complying with applicable law or regulation.

10. Notices. Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent postage prepaid by registered or certified mail, return receipt requested; by overnight delivery; by courier; or by confirmed telecopy, in the case of the Executive to the Executive's last place of business or residence as shown on the records of the Company, or in the case of the Company to its principal office as set forth in the first paragraph of this Agreement, or at such other place as it may designate.

11. Waiver. Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding or succeeding breach of any term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12. Completeness and Modification. This Agreement constitutes the entire understanding between the parties hereto superseding all prior and contemporaneous agreements or understandings among the parties hereto concerning the employment of the Executive and the matters set forth

herein. This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties or, in the case of a waiver, by the party to be charged.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.

14. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. This Agreement shall not be assignable by the Executive but shall be assignable by the Company in connection with the sale, transfer or other disposition of its business or to any of the Company's affiliates controlled by or under common control with the Company.

15. Governing Law. This Agreement shall become valid when executed and accepted by Company. The parties agree that it shall be deemed made and entered into in the State of Michigan and shall be governed and construed under and in accordance with the laws of the State of Michigan. Anything in this Agreement to the contrary notwithstanding, the Executive shall conduct the Executive's business in a lawful manner and faithfully comply with applicable laws or regulations of the state, city or other political subdivision in which the Executive is located.

16. Further Assurances. All parties hereto shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

17. Headings. The headings of the sections are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

18. Survival. Any termination of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination in accordance with their terms.

19. Severability. The invalidity or unenforceability, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

20. Enforcement. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the successful party will be awarded reasonable attorneys' fees at all trial and appellate levels, expenses and costs.

21. Venue. Company and Employee acknowledge and agree that Berrien County, Michigan, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising either, directly or indirectly, under or in connection with this Agreement and the parties further agree that, in the event of litigation arising out of or in connection with this Agreement in these courts, they will not contest or challenge the jurisdiction or venue of these courts.

22. Construction. This Agreement shall be construed within the fair meaning of each of its terms and not against the party drafting the document.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS READ THIS ENTIRE AGREEMENT, HAS HAD THE OPPORTUNITY TO DISCUSS THIS WITH HIS COUNSEL AND FURTHER ACKNOWLEDGES THAT HE UNDERSTANDS THE RESTRICTIONS, TERMS AND CONDITIONS IMPOSED UPON THE EXECUTIVE BY THIS AGREEMENT AND UNDERSTANDS THAT THESE RESTRICTIONS, TERMS AND CONDITIONS MAY BE BINDING UPON THE EXECUTIVE DURING AND AFTER TERMINATION OF THE EMPLOYMENT OF THE EXECUTIVE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date set forth below.

Witness:

Jeff Curry

The Company:

SEGMENTZ, INC.

By: /s/ Mike Welch

Name: Mike Welch

Its: CEO

Witness:

Susan Patterson

The Executive
/s/ Mark Patterson

Mark Patterson Date