

Fourth Amendment and Assignment of Agreement for Services

This Fourth Amendment and Assignment of Agreement for Services (the "Fourth Amendment") is made and entered into this ___ day of March, 2026 (the "Effective Date"), by and among the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), Portable Restroom Solutions LLC, an independent contractor with a principal place of business at 6766 E. County Road 18, Johnstown, CO 80534, a Colorado corporation, and Fuzion Field Services LLC, a Colorado corporation with a principal place of business at P.O. Box 200638 Evans, CO 80620 (each a "Party" and collectively the "Parties").

Whereas, the Town and Portable Restroom Solutions, LLC entered into an agreement for services dated September 6, 2022, (the "Agreement");

Whereas, Portable Restroom Solutions, LLC has been acquired by Fuzion Field Services, LLC (the "Contractor");

Whereas, Contractor is qualified to perform and intends to perform under the Agreement;

Whereas, the Agreement prohibits assignment of the Agreement or any of the rights or obligations of the Parties to the Agreement without written consent of the other Party; and

Whereas, the Town, Portable Restroom Solutions, LLC, and the Contractor wish to provide such written consent and amend the Agreement.

Now, therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Agreement is hereby amended to replace Portable Restroom Solutions, LLC with Fuzion Field Services, LLC as the entity providing services to the Town.
2. The Town hereby consents to this assignment and amendment, and Fuzion Field Services, LLC hereby accepts all rights and obligations under the Agreement. Every reference to "Contractor" in the Agreement shall apply to Fuzion Field Services, LLC.
3. Except as expressly amended by this Amendment, all rights, remedies, terms, conditions, covenants and agreements of the Agreement remain in full force and effect.
4. Compensation. The total amount spent in 2026 shall not exceed \$60,000.

Portable Restroom Solutions, LLC

By:  _____
Signed by: Mark Rusling
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State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Portable Restroom Solutions, LLC.

My commission expires:

(Seal)

Notary Public