



VIA ELECTRONIC MAIL

February 4, 2026

Mr. Eric Larson, Business Administrator
Union County Educational Services Commission
45 Cardinal Drive
Westfield, NJ 07090

Municipal Advisor Services in Connection With:
Bank Loan, Series 2026

Dear Mr. Larson:

Phoenix Advisors will be performing professional services relating to the above-captioned engagement with Union County Educational Services Commission (the "Client"). Included are the scope of services, MSRB required disclosures, and the compensation arrangement under this engagement.

Regarding this/these engagement(s), Phoenix Advisors will perform the tasks as described in the attached scope of services. The Client will compensate Phoenix Advisors for services provided in accordance with our existing agreement, as more particularly set forth below:

- Fee of \$20,000 for structuring and initial loan rate lock
- Fee of \$8,000 for secondary financing

The terms of this letter will remain in force until the completion of this/these engagement(s). Should it become necessary to amend these terms for any reason, you will be notified in writing.

Our relationship shall be construed in accordance with and governed by the laws of the State of New Jersey.

Please acknowledge receipt of this letter via email.

Sincerely,

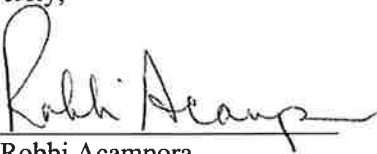
By: 
Robbi Acampora
Managing Director



EXHIBIT I – BANK LOAN DEBT ISSUANCE OVERVIEW OF SERVICES

Phoenix Advisors personally and professionally guides you through the municipal marketplace, addressing your questions and concerns at each juncture of your financing. We believe that the client deserves a complete understanding of the transaction. Our primary objectives are to plan and structure the financing strategy that fits your needs; to coordinate the financing process; to take an active role on behalf of our client in the execution of the financing; and to provide follow-up analysis at the completion of the transaction. The following represents our typical scope of services as it relates to an issuance of direct purchase debt obligations.

Financing Inception

- **Plan Strategy and Structure**
 - We research and analyze your outstanding debt to provide a financing solution that best satisfies your needs now and in the future.
 - We realize that your circumstances are ever-changing. While working on the current transaction, we are always watchful to maintain your flexibility to meet future needs and address shifting growth patterns.
 - We design a sound plan that addresses the issuer's existing financial strengths and growth patterns to ensure the success of this and future transactions.
- **Analyze Financing Structures and Options**
 - The range of options for an issue differs from deal to deal depending on a number of factors. We identify and analyze the options for your transaction based upon cost-benefit and market analyses.
 - We determine the appropriate financing structures and credit enhancements based on our analyses and professional judgement.
- **Public Outreach**
 - Phoenix Advisors assists with the preparation of public presentations and other outward-facing materials. Accurate and concise public information often contributes to a successful financing.
 - Our professionals will attend working group meetings, public governing body meetings or other activities as required.

Coordinate the Financing Process

- **Manage the Financing Team**
 - Phoenix Advisors coordinates every step of your transaction. We guide your transaction to market with efficiency and expertise to achieve the best possible result.
 - As required, we will meet with you and your professionals to prepare clear and concise presentations to rating agencies or bond insurers.



- We will coordinate your financing by scheduling meetings, assigning work product responsibility and finance team members, making the best possible use of our organization and our professionals.
- **Establish a Timetable for the Transaction**
 - We will develop a timetable that outlines key events, dates and responsibilities for team members to ensure a smooth and efficient financing.
- **Provide Input During Preparation of Financing Documents**
 - We will provide advice concerning critical components and appropriate language in the financing documents relating to your issuance. Many important elements of the transaction will be set forth in these documents.
- **Coordinate Oversight Board Approval Processes**
 - We prepare clear and concise presentations in anticipation of potential questions or concerns of oversight boards as appropriate.
- **Evaluate Third-Party Services**
 - Whenever necessary, Phoenix Advisors will prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services.

Execute Financing

- **Analyze and Manage Structure, Terms and Timing**
 - Our professionals provide you with valuable statistics and points of reference to gauge the overall market climate and evaluate interest rates.
 - Phoenix Advisors' professionals will carefully analyze available options for structure, final maturity, principal payment, redemption features, capitalized interest and payment dates.
- **Coordinate Lender Procurement Process**
 - We will prepare a customized bid package containing the pertinent information bidders need to bid on your project and communicate with potential bidders to answer any questions to attract competitive bids that comply with the request.
 - Analyze the proposals received to determine the most cost-effective financing for you based on interest rate, fees and other conditions. Our professionals carefully analyze the conditions of a bid and provide an "all-in" cost comparison for you.
 - We will independently review, size, and perform all quantitative analysis related to the transaction, including detailed cashflow schedules throughout the process and a final summary analysis of your transaction.
- **Ensure a Smooth Closing**
 - Phoenix Advisors monitors the details of your closing, including accurate transfers of funds and preparation and review of closing documents.



- We will assist in the preparation of a closing flow of funds memorandum, when applicable, to ensure all parties are on the same page as we approach the closing date and financial settlement.

Provide Follow-Up Reporting and Analysis

- **Assist in Arranging or Providing for Investment of Bond Proceeds**
 - Phoenix Advisors can work with you to find the most effective vehicle for the investment of bond proceeds.
 - We will provide guidance concerning reserve funds and escrow funds, and recommend appropriate investments to accommodate the Client's disbursement requirements.
 - If required, coordinate the procurement of State and Local Government Securities (SLGS) or Open Market U.S. Treasury Securities (OMS), including preparing bid packages, online subscription, interaction with providers and analysis of cost-effectiveness.
 - We assist in the evaluation of unsolicited proposals from investment managers and, when necessary, conduct a more formal request for proposal process to engage an investment manager.
- **Create Debt Service Schedules, Summary Reports and Analysis**
 - After the closing, Phoenix Advisors will provide a summary of your debt service requirements to be used during budget preparation and on debt service payment dates.
 - Our professionals will provide reports summarizing your transaction to be shared with oversight boards and others, as you may choose.



AGREEMENT for Municipal Advisor Services

THIS AGREEMENT (the "Agreement"), made and entered into on January 3, 2026, by and between Union County Educational Services Commission, 45 Cardinal Drive, Westfield, NJ 07090 (the "Client"), and Phoenix Advisors, a division of First Security Municipal Advisors, Inc., 2000 Waterview Drive - Suite 101, Hamilton, NJ 08691 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and budget/financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors, or its successors or assigns, to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The Client agrees to the compensation schedule as set forth in the exhibits hereto. Certain services requested by the Client may be performed and billed on an hourly basis. If requested, the Client will be notified in advance if hourly fees will apply, and we shall not proceed with such work without Client's prior authorization. Hourly fees will be invoiced quarterly based on actual time spent performing the requested services. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal



entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensed professionals are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Successors and Assignees. The Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may be assigned by Phoenix Advisors or the Client to any entity which acquires all, or substantially all, of Phoenix Advisors' assets and key personnel.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue



in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

Union County Educational Services Commission

By: _____
Authorized Signatory

PHOENIX ADVISORS

By: *Robbi S. Acampora*
Robbi S. Acampora, Managing Director



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT I - OVERVIEW OF ADDITIONAL SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, notes, leases, bank loans, ESIPs and State/Federal loan programs, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Initial Planning, analysis and pre-referendum work, if applicable.
 - Provide analytical and support services for financial planning efforts, including a comprehensive review of the client's timetable and capital budget strategy.
 - Develop comprehensive tax impact analyses based on debt service payments (current and future), offsetting aid/revenue, tax base trends and project revenue constraints (i.e., energy savings, project fund investment income, new revenue streams, etc.).
 - Provide an evaluation of financing options/alternatives and structure financial models to demonstrate each option's benefits, costs and tax impacts.
 - To enhance public understanding of the financing, we assist in the preparation of marketing materials, public presentations and community information, as needed.
2. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
3. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.



- Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (**See Rating Agency Expertise herein.**)
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
4. Execute the transaction.
- Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.
 - Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
5. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure herein.**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop customized debt management and/or fund balance policies.



- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.

ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP. Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Solicit proposals from lessors or investment banking firms and prepare or review the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

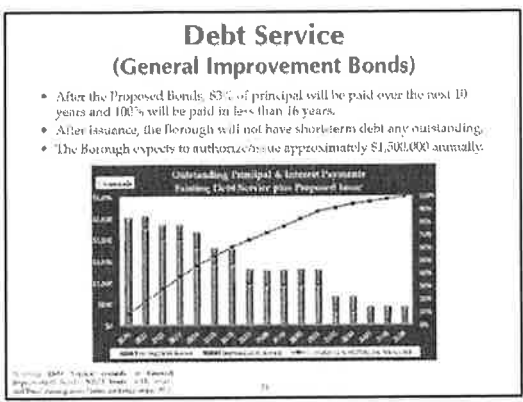


RATING AGENCY EXPERTISE

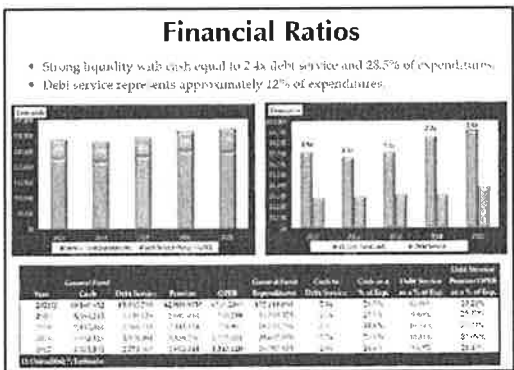
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



CONTINUING DISCLOSURE

SEC Rule 15c2-12 (the "Rule") requires underwriters to verify that issuers are complying with their existing Continuing Disclosure Agreements ("CDA"s) and will continue to comply going forward. Our service enables you to present to investors a clear, concise record of your commitment to compliance with continuing disclosure obligations. As Continuing Disclosure Agent, we perform the following:

- Research CDAs for existing obligations and 5-year retrospective filing status on EMMA.
 - Execute necessary remedial filings to establish compliance.
 - Setup obligations in our proprietary tracking database for future adherence.
- File annual financial information and operating data accurately and promptly.
- File Event Notices accurately and promptly within the 10-business day deadline.
 - Monitor sale calendars, ratings news, and public sources for reportable events.
 - Propose voluntary filings where not required but proactive for investors.
- Provide a comprehensive report of filings made at each year-end, including a 5-year summary of compliance to inform future primary disclosures in Official Statements.
- Serve as a liaison between our clients and DTCC to help ensure accurate and timely debt service payments, including periodic reminders, if applicable.
- Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.



EXHIBIT II - COMPENSATION

There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor. Of course, we remain available to answer general questions concerning outstanding debt issues, market conditions, ratings, DTC payments or to prepare preliminary analyses, as requested.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, rating agency surveillance or other budget/financial consulting, as more fully described herein, you will receive a separate engagement letter.

Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification.

Debt issuance fees are customarily included in the bond authorization and would likely not be part of your current budget expenses.

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, a division of First Security Municipal Advisors, Inc. ("Phoenix Advisors"), is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors filed on the firm's Form MA, or associated personnel's Form MA-I, filed with the SEC. The MSRB's website is www.msrb.org and the Municipal Advisor Client Brochure is at www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars, social events and other functions that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Completion. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the completion of the engagement. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Completion. Compensation is based on the size of the engagement and the payment of such fees shall be contingent upon the completion of the engagement. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Completion. Compensation is a fixed amount and the payment of such fees shall be contingent upon the completion of the engagement. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly Fees. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
call your Municipal Advisor professional at 866-291-8180**



EXHIBIT II - MSRB REQUIRED DISCLOSURES

Union County Educational Services Commission - Bank Loan, Series 2026

Phoenix Advisors, a division of First Security Municipal Advisors, Inc. ("Phoenix Advisors"), is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors filed on the firm's Form MA, or associated personnel's Form MA-I, filed with the SEC. The MSRB's website is www.msrb.org and the Municipal Advisor Client Brochure is at www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at www.sec.gov/edgar/searchedgar/companysearch (type "First Security Municipal Advisors" in the search box).

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs



Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars, social events and other functions that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Fee Contingent Upon Completion. Compensation is a fixed amount and the payment of such fees shall be contingent upon the completion of the engagement. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

**If you have any questions about your relationship with Phoenix Advisors,
call your Municipal Advisor professional at 866-291-8180**