

**EXHIBIT A**  
**CORPORATE CERTIFICATE**

The undersigned as the duly elected and acting \_\_\_\_\_ secretary of \_\_\_\_\_ Credit Union (hereinafter “Customer”) hereby certifies the following items:

I. At a duly called meeting of the Board of Directors of Customer, held on \_\_\_\_\_, \_\_\_\_\_, at which a quorum was present and acting throughout, the following resolutions were duly adopted and remain in full force and effect on the date hereof and have not been modified or superseded:

**RESOLVED**, that Customer hereby determines that CU Investment Solutions, Inc. (hereinafter “ISI”) is an authorized counterparty for the purchase or sale of securities and investments of all types (“Securities”), and that the persons named on the Customer Information Form as having trading authority (“Authorized Individuals”) are hereby authorized to (i) commit Customer to purchase, sell or otherwise trade or deal in Securities, (ii) determine the nature and terms of any such purchase, sale or other trading or dealing, (iii) borrow money and Securities from or through ISI and to secure payment therefor with property of Customer, (iv) bind Customer to carry out any contract, arrangement or other transaction which shall be entered into or made by any of them with or through ISI, including, without limitation, the form of Customer Agreement provided by ISI, which has been presented to this meeting and is hereby approved, (v) terminate, modify or waive any of the provisions of any contract, arrangement or agreement which is contemplated by any of these resolutions, (vi) make payment and sign checks or drafts upon the funds of Customer in connection with the actions related or incidental to or contemplated by any or all of these resolutions and to give, either orally or in writing, any other necessary or appropriate instructions to ISI with respect to the said account.

**FURTHER RESOLVED**, the Authorized Individuals be and hereby are, and each of them, hereby is, authorized and empowered to direct, either orally or in writing, the delivery of or payment for Securities to Customer. ISI shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of Securities or payment of monies, and ISI shall not be bound to see to the application or disposition of the said Securities, monies or other property, or any portion thereof so delivered or paid to Customer. ISI is hereby authorized to follow any and all instructions, either oral or in writing, in every respect from any of the Authorized Individuals as to the transfer and delivery of any such money, Securities or other property.

**FURTHER RESOLVED**, the Authorized Individuals be and hereby are, and each of them hereby is, authorized and empowered (i) to endorse Securities and to take any other required or customary action to effect the transfer thereof, (ii) to

take any and all necessary or appropriate actions related or incidental to this and the foregoing resolutions, and (iii) to authorize any person or persons to do any of the things that he or she is herein before authorized to do.

**FURTHER RESOLVED**, (i) the Secretary or Assistant Secretary of Customer be and they hereby are authorized and directed to present to ISI a certified copy of these resolutions, together with a certification as to the due organization and valid existence of Customer, and the validity and effectiveness of these resolutions, the incumbency of certain officers and their specimen signatures, (ii) the authority hereby bestowed upon the Authorized Individuals shall continue in full force and effect, irrespective of whether any of them ceases to be an officer or employee of Customer, until written notice of revocation or modification is received by ISI, its successors or assigns, such receipt to be evidenced by delivery of such notice to an officer of ISI, or its successors or assigns, at its main office, and such revocation shall not affect any liability in any way resulting from transactions initiated prior to receipt of said written notice or revocation or modification, and (iii) the failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

**FURTHER RESOLVED**, in the event of any change in the office or powers of persons empowered hereby in any manner, the Secretary shall certify such changes to ISI in writing in the manner hereinabove provided, which notification, when received as aforesaid, shall be adequate both to terminate the power of the persons theretofore authorized and to empower the persons thereby substituted. The Customer understands and agrees that for mutual protection, ISI may tape record any telephone conversations between ISI and Customer's authorized representative.

II. The attached form of Customer Agreement is in the form approved at the said meeting.

III. Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; that Customer has the power under its Certificate of Incorporation or Articles of Incorporation, Bylaws and applicable law to take the actions set forth in or contemplated by the foregoing resolutions; and that these resolutions are not in conflict with Customer's Certificate of Incorporation or Articles of Incorporation, Bylaws, or any rule, regulation, judgment, order or decree to which Customer or its property or assets are subject or bound.

IV. As the duly elected and authorized Secretary or Assistant Secretary of the Customer, the undersigned maintains the books and records of Customer.

V. Each Authorized Individual listed in the Account Information Form has been duly appointed and is now legally holding the office set opposite his or her name therein.

IN WITNESS WHEREOF, the undersigned has hereunto affixed by hand this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Secretary \_\_\_\_\_