

# Limited Power of Attorney

**PLEASE CHOOSE ONE OR MORE TYPES OF AUTHORITY YOU WISH TO GRANT YOUR AGENT**

**Distribution Limited Power of Attorney:** for the purpose of granting any individual (Agent) the authority to request distributions from the Columbia Private Trust Individual Retirement Account (“IRA”) specified below.

**Real Estate Expense Limited Power of Attorney:** for the purpose of granting any individual (Agent) the limited authority to provide real estate expense payment instructions and to have access to account information relating to any real property held by the IRA specified below.

**Trading Limited Power of Attorney:** for the purpose of granting any individual (Agent) the limited authority to provide trading instructions and access account information for their Columbia Private Trust account for the IRA specified below.

**NOTE:** The Agent must be an individual. You may not designate an entity as your Agent. \* Indicates required information.

**1. ACCOUNT OWNER INFORMATION**

ACCOUNT OWNER NAME (FIRST, MI, LAST)*		COLUMBIA PRIVATE TRUST ACCOUNT NO.*	
LAST 4 DIGITS OF SSN*	DATE OF BIRTH*	PRIMARY PHONE*	
MAILING ADDRESS			
CITY	COUNTY	STATE/PROVINCE	POSTAL CODE

I, \_\_\_\_\_ (Account Owner) hereby make, constitute and appoint \_\_\_\_\_ (Name of individual, hereafter referred to as the “Agent”) as my true and lawful attorney-in-fact for the limited purpose of authorizing transactions as specified above, on my behalf from the above-referenced account (the “Account”) pursuant to the following terms:

Apply to all IRAs belonging to me, the Account Owner.

Please provide information on the Agent (“Attorney-in-Fact”). As required by federal law, Columbia Private Trust must collect the following information with respect to the Agent.

**NOTE:** The Agent must be an individual. You may not designate an entity as your Agent.

**2. AGENT’S GENERAL INFORMATION**

TITLE	AGENT’S NAME		
IS THE AGENT KNOWN BY ANOTHER NAME? PLEASE SPECIFY.			
SOCIAL SECURITY NO.	DATE OF BIRTH (MM/DD/YYYY)		
HOME/LEGAL STREET ADDRESS (NO P.O. BOXES)	CITY	STATE	ZIP CODE
MAILING ADDRESS (P.O. BOXES MAY BE USED)	CITY	STATE	ZIP CODE
HOME PHONE	MOBILE PHONE	WORK PHONE	EXTENSION

(CONTINUED ON NEXT PAGE)



EMAIL ADDRESS	MOTHER'S MAIDEN NAME
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Country(ies) of citizenship. Please list all.

<input type="checkbox"/> USA	<input type="checkbox"/> Other(s)	COUNTRY OF CITIZENSHIP 1	COUNTRY OF CITIZENSHIP 2, IF APPLICABLE
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Country of Legal Residence. Please select only one box.

<input type="checkbox"/> USA	<input type="checkbox"/> Other	OTHER COUNTRY OF CITIZENSHIP LEGAL RESIDENCE
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**IF YOU WANT TO ADD MORE THAN ONE AGENT, PLEASE COMPLETE AN LPOA FORM FOR EACH ADDITIONAL AGENT.**

**SEE AUTHORIZATION INFORMATION ON NEXT PAGE.**

**ACCOUNT OWNER & AGENT SIGNATURES REQUIRED ON PAGE 5.**



## AUTHORIZATION GRANTED TO AGENT

I, the above signed Account Owner, hereby grant to Agent the authority, in the same manner and to the same extent as I have myself (subject to the Specific Limitations on Agent's Authority below), to make, execute and deliver instructions by telephone, facsimile or other written method to Columbia Private Trust to effect IRA distributions, payment transactions related to real estate held in my Columbia Private Trust Account, or trading transactions in the Account, and to take other actions necessary or incidental to the execution of such instructions from the Account.

**Distributions:** Transaction requests may be either one time, periodic or both and to make any elections in connection therewith (including, without limitation, elections with respect to tax withholding), and must be submitted to Columbia Private Trust in the method defined in the account establishment documents and other published materials or otherwise communicated procedures.

- **Account Inquiry Authority.** I, the undersigned Account Owner, hereby grant to Agent the authority, in the same manner and to the same extent as I have myself (subject to the Specific Limitations on Agent's Authority below), to access any and all Account information.

**Real Estate:** Transaction requests must be submitted to Columbia Private Trust in the method defined in the account establishment documents and other published materials or otherwise communicated procedures.

- **Account Inquiry Authority.** I, the undersigned Account Owner, hereby grant to Agent the authority, in the same manner and to the same extent as I have myself (subject to the Specific Limitations on Agent's Authority below), to access any and all Account information.

**Trading:** Transaction requests may include the purchase of standard/traditional administratively feasible investments for the Account (e.g. mutual funds, certificates of deposit, publicly traded securities, exchange traded funds, etc.) or the purchase of alternative assets that are deemed to be administratively feasible investments for the Account (e.g. private common and preferred stock, convertible notes, hedge funds, etc.) and the liquidation or exchange of securities held in the Account, and must be submitted to Columbia Private Trust in the method defined in the account establishment documents and other published materials or otherwise communicated procedures. Such direction may include, but not be limited to, making or receiving payment pursuant to the Agent's investment directions or upon receipt of security transaction confirmations.

- **Account Inquiry Authority.** I, the undersigned Account Owner, hereby grant to Agent the authority, in the same manner and to the same extent as I have myself (subject to the Specific Limitations on Agent's Authority below), to access any and all Account information.

I acknowledge that this limited power of attorney ("LPOA") is not a durable power of attorney, and that all authority granted to my Agent herein shall cease automatically upon Columbia Private Trust receiving written notification from a licensed physician or a court order of my mental disability, incompetence or incapacity or upon my death. Upon death, Columbia Private Trust requires a certified copy of the death certificate.

## SPECIFIC LIMITATIONS ON AGENT'S AUTHORITY

**Distributions:** While the number of "one-time" distributions that the Agent may instruct Columbia Private Trust to make is not limited, each such instruction shall be a separate instruction, and each shall be subject to the provisions of this LPOA.

No authorization for distributions in excess of \$100,000.00, or to close an Account. The authority granted herein specifically excludes any authority of the Agent to instruct Columbia Private Trust to make a single distribution from the account in excess of \$100,000.00 (one-hundred thousand dollars), or any authority to close an Account.

Agent may only direct Columbia Private Trust to send distributions to an address or bank account previously authorized by the Account Owner.

**Real Estate:** No authorization for transactions other than real estate expenses. The authority granted herein specifically excludes any authority of the Agent to instruct Columbia Private Trust with respect to any transactions in the Account that are not an expense for real estate held in the Account, including but not limited to investment authorizations, contribution designations, distributions, beneficiary designations, Account corrections excluding those directly related to Agent's authority to pay real estate expenses, tax reporting and Account Owner elections. The Agent's authority is hereby specifically limited to instructing Columbia Private Trust to effect real estate expenses payment transactions only.

**Trading:** No authorization for alternative investment transactions. The authority granted herein also specifically excludes any authority of the Agent to instruct Columbia Private Trust with respect to any alternative asset (e.g., private placement, private debt, LP, LLC, mortgage/deed of trust, real estate, tax lien certificate, etc.) The authority granted herein specifically excludes any authority of the Agent to instruct Columbia Private Trust with respect to any non-trading transactions in the Account, including, but not limited

to, contribution designations, Account information changes, transfers, distributions, beneficiary designations, Account corrections excluding those directly related to Agent's trading authorizations, tax reporting and Account Owner elections. The Agent's authority is hereby specifically limited to instructing Columbia Private Trust to effect trading transactions only.

## PROHIBITED TRANSACTIONS ACKNOWLEDGEMENT

I represent that it is my responsibility, or the responsibility of my Agent, to ensure that the expense payment instructions provided to Columbia Private Trust do not violate prohibited transaction rules, as defined by the Internal Revenue Code and Department of Labor regulations. I acknowledge the IRS prohibits personal use or use by disqualified person(s) as defined under section 4975 and/or Section 406 of the Employee Retirement Income Security Act of 1974. In addition, any property maintenance or repairs must be done by a third party. Any personal use or providing "sweat equity" by the Account Owner or a disqualified person may result in the IRS assessing significant penalties. I remain responsible for any non-exempt prohibited transactions as set forth in the custodial agreement pursuant to which the IRA was established, regardless of whether pursuant to my instructions or the instructions of my Agent.

## AUTHORIZATION OF COLUMBIA PRIVATE TRUST TO FOLLOW AGENT'S INSTRUCTIONS

I hereby authorize Columbia Private Trust to take such actions as it deems necessary to effect any request for a distribution, real estate expense payment, or trading transaction in the Account that it receives from me or from my Agent(s) that Columbia Private Trust determines to be within the scope of the Agent's authority as specified herein. I further authorize Columbia Private Trust, in its sole discretion, to request additional documentation from me or my Agent and acknowledge that if such documentation is not timely provided, Columbia Private Trust is not obligated to follow the instructions of the Agent.

Columbia Private Trust shall be entitled, without further inquiry or investigation and without obtaining my approval, countersignature or co-signature, to accept and execute instructions received by Columbia Private Trust from my Agent to effect distribution, real estate expense payment, or trading transactions in the Account, including any elections made in connection therewith, and to rely on any representations made by my Agent in connection with such instructions as if such instructions and representations had been made by me. Furthermore, any related communications or notices provided to my Agent shall be deemed to be provided to me personally.

Columbia Private Trust shall be fully justified and protected in relying and acting upon any notice, instruction, direction, or approval received from the Agent. Columbia Private Trust shall be under no duty to make any investigation or inquiry with respect to any notice, instruction, direction, or approval received from the Agent.

I acknowledge that Columbia Private Trust has not given me any advice regarding appointment of the Agent or appointment of an agent in general, and that, unless required by applicable law, Columbia Private Trust has no duty to review or monitor the Agent's actions with respect to this LPOA. I agree to indemnify and hold harmless Columbia Private Trust and its related entities, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, settlements, judgments, costs and liabilities, including attorney's fees, arising out of or relating to Columbia Private Trust's reliance on this LPOA or on any instruction received by it from the Agent pursuant to this LPOA, or arising from or related to any disbursement from or payment to the Account pursuant to instructions received by Columbia Private Trust from the Agent.

## TERMS & CONDITIONS WITH RESPECT TO AGENT

The undersigned Agent agrees that the authority conferred herein by the Account Owner shall be undertaken in accordance with the following terms and conditions:

The Agent may give instructions to Columbia Private Trust and take actions with respect to such instructions only to the extent authorized by this LPOA. The Agent agrees not to take any actions that exceed the Agent's authority under this LPOA. In carrying out any actions with respect to this LPOA the Agent agrees to comply with all applicable state and federal laws, rules and regulations. Columbia Private Trust will not review actions of the Agent or offer investment, financial, legal or tax advice to the Account Owner or the Agent with respect to any instruction or election made by the Agent and shall not be responsible for supervising or monitoring the Agent with respect to actions undertaken by the Agent pursuant to this LPOA.

The Agent agrees to notify Columbia Private Trust immediately upon receiving notice of the Account Owner's death or any revocation of the authority granted to the Agent in this LPOA. The Agent also agrees to notify Columbia Private Trust immediately upon learning of any incompetence or mental disability of the Account Owner along with written confirmation by a physician or a court order that would render this LPOA void. The Agent further agrees to notify Columbia Private Trust immediately in the event that the Agent ceases to be associated with the Account Owner named above.



The Agent represents and warrants that all information provided by it in this LPOA is true, accurate and complete. The Agent agrees to indemnify and hold harmless Columbia Private Trust and its related entities, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, settlements, judgments, costs and liabilities, including attorney's fees, arising out of or relating to any breach by the Agent of any representation or provision of this LPOA or any disagreement between the Agent and the Account Owner with respect to the Agent's performance pursuant to this LPOA.

The Agent further agrees to notify Columbia Private Trust immediately in the event the Agent, his/her employees, his/her broker-deal firm, or any companies the agent or the aforementioned associates (together identified as "Affiliates") become a sponsor of, or otherwise affiliated with, any investment within the Account Owner's account.

## MISCELLANEOUS

**Governing Law.** This Limited Power of Attorney is subject to the laws of the state of residence of the Account Owner, which shall govern its validity, interpretation, and performance. The Account Owner is responsible for ensuring this LPOA meets the requirements of their state law.

**Assignment & Delegation.** The Agent may not assign its rights under this LPOA without the written consent of the Account Owner. The authority granted to Agent herein may not be delegated without the express written consent (in a manner acceptable to Columbia Private Trust) of the Account Owner. This LPOA is binding upon and will inure to the benefit of each party's successors, heirs and permitted assigns.

**Document Acceptance.** To induce any entity or third party to act, I hereby agree that any party receiving a duly executed copy or facsimile of this Limited Power of Attorney may act upon it.

**Termination.** This LPOA will remain in effect until such time as Columbia Private Trust receives Account Owner's written notice of its revocation or is notified in writing of the death of the Account Owner. This LPOA will terminate upon Columbia Private Trust's receipt written notice from a physician or a court order that the Account Owner has become incompetent, incapacitated, of mentally disabled. This LPOA will terminate immediately upon Columbia Private Trust's receipt of written notice that the Account Owner has revoked the authority of the Agent with respect to the Account. The termination of this LPOA shall not affect any obligations by any party resulting from instructions received prior to the receipt by Columbia Private Trust of any such written notice. Following the termination of this LPOA, all indemnifications contained herein shall remain in effect with respect to actions taken by any party prior to such termination.

**Effect of other Agreements.** All transactions pursuant to this LPOA shall be governed by the terms and conditions of the account agreement between Columbia Private Trust and Account Owner and the policies and procedures of Columbia Private Trust with respect to such transactions. This LPOA supplements, and in no way limits or restricts, the rights and responsibilities of Columbia Private Trust, the Account Owner or the Agent under existing law or under any other agreement. The Account Owner shall be responsible pursuant to the terms of the custodial agreement for the actions of the Agent to the same extent as if the Account Owner has performed such actions himself or herself.

## WITHHOLDING NOTICE

### Federal Tax Withholding

Even if you elect "NOT" to have withholding, federal income tax must be withheld from this distribution if you HAVE NOT provided a U.S. residence/street address (not a P.O. Box) or if payment is being sent to an address outside the U.S. If you elect withholding, the IRS requires a minimum of 10% of the gross distribution to be withheld. If you are considered a Non-Resident Alien (NRA) for tax purposes, you must complete a W-8BEN form to determine the percentage of your distribution amount to be withheld.

### Notice of Withholding on Distributions or Withdrawals from IRAs

If a distribution is requested by the Agent pursuant to authority granted hereunder, the distribution is subject to Federal income tax withholding. If you or your Agent elect not to have withholding apply to your distribution payments, or if you or your Agent do not have enough Federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur tax penalties, under the estimated tax rules, if your withholding and estimated tax payments are not sufficient.

### State Tax Withholding

Some states require state withholding if federal withholding is elected or required when making a distribution from your retirement plan. Please refer to the attached IRA State Withholding notice to determine if your state of residence requires withholding, if withholding is voluntary, or if withholding is not an option. If you elect state withholding, or if state withholding is required in your state, we will withhold based on the requirements of your state of residence unless you choose a greater amount.



**3. SIGNATURES**

I, the undersigned Account Owner, hereby acknowledge that I have read, understand and agree to all the provisions of this power of attorney, that it grants my Agent the authority to exercise the rights set forth above with respect to my Account, and that anything my Agent does in the exercise of that authority is fully binding upon me. I have kept a copy of this limited power of attorney for my records.

ACCOUNT OWNER SIGNATURE	DATE
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I, the undersigned Agent, hereby acknowledge that I have read and understand and agree to all the provisions of this limited power of attorney, including the Terms and Conditions with respect to Agent contained in Section 2. I accept this appointment as agent and fiduciary of the Account Owner and understand my obligation to use appropriate care and caution when exercising the authority granted.

AGENT SIGNATURE	DATE (REQUIRED)
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**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_; County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_

a Notary Public in and for said County and State, personally appeared (Name): \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

NOTARY PUBLIC SIGNATURE	DATE (REQUIRED)
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WITNESS SIGNATURE	DATE (REQUIRED)
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WITNESS SIGNATURE	DATE (REQUIRED)
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NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Upload forms to:  
[ColumbiaPrivateTrust.com/Upload](https://ColumbiaPrivateTrust.com/Upload)  
Fax to: 303.614.7038

Send mail to:  
Columbia Private Trust  
1801 California St Ste 800  
Denver, CO 80202

Questions?  
Call 800.962.4238

