



**AMERICAN IRA**

Self-Directed IRAs and 401Ks

# Limited Power of Attorney

Mailing Address  
American IRA, LLC  
135 Broad Street  
Asheville, NC 28801

Phone  
(828) 257-4949

Fax  
(828) 257-4948

Website  
www.AmericanIRA.com

## 1. ACCOUNT INFORMATION

Your Name:

American IRA Account Number:

## 2. LIMITED POWER OF ATTORNEY

This LPOA gives designated agent the power **to conduct all transactions** (with the exceptions noted below) in your Account. Please read carefully before signing. **This form must be completed in full and will only be accepted with original signatures.**

I hereby authorize \_\_\_\_\_ to be my agent and attorney-in-fact to conduct all transactions, except as limited below, to the extent of the terms as previously agreed to in my Account Application. **This LPOA may not be used to direct distributions, transfers, or self-dealing.**

Name of Attorney-in-Fact \_\_\_\_\_

Attorney-in-Fact Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

This LPOA will remain in effect until the Administrator and/or Custodian has received written notice of revocation from the Account Holder. I understand that neither the Administrator nor the Custodian is a "fiduciary" for my account and/or my investment as such terms are defined in the IRC, ERISA, and/or any applicable federal, state, or local laws. I agree to release, indemnify, defend and hold the Administrator and/or Custodian harmless from any claims, including, but not limited to actions, liabilities, losses, penalties, fines, attorneys' fees, and/or third party claims, arising out of and/or in connection with their reliance on this LPOA. This indemnity and hold harmless provision shall survive any Termination of this LPOA. In the event of claims by others related to my account and/or investment wherein Administrator and/or Custodian are named as a party. Administrator and/or Custodian shall have the full and unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs and expenses, including, but not limited to all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Administrator and/or Custodian in the defense of such claims and/or litigations. If there are insufficient funds in my account to cover the Litigation Costs incurred by Administrator and/or Custodian, on demand by Administrator and/or Custodian, I will promptly reimburse Administrator and/or Custodian the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Administrator and/or Custodian shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Administrator and/or Custodian will not be responsible to take any action should there be any default with regard to this investment. For purposes of this paragraph, the terms Administrator and Custodian include American IRA, LLC its agents, assigns, joint ventures, licensees, affiliates and/or business partners.

If any provision of this LPOA is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Signature of Attorney-in-Fact \_\_\_\_\_ Date: \_\_\_\_\_

## 3. SIGNATURE

Account Holder Signature

Date

STATE OF

COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared to me, personally known or who produced the foregoing \_\_\_\_\_ as identification, to me known to be the person described in and who executed instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: