

SPONSOR AGREEMENT

1. **Creation of a Trust Account.** The undersigned Sponsor hereby establishes an account (a "Trust Account") with Guardian Community Trust, Inc. (the "Trustee") under and subject to the Guardian Community Trust for Supplemental Needs, an instrument dated and executed on March 23, 2004, as amended and restated by instrument dated February 20, 2014 (the "Trust"), in the amount and upon the terms of funding set forth below, on behalf of the beneficiary identified herein (the "Designated Beneficiary"), who may be the same person as the Sponsor. In creating the Trust Account, the Sponsor incorporates the Trust by reference and agrees that the Trust Account hereafter shall be governed by the terms and conditions of the Trust, including without limitation those terms and conditions which relate to this Sponsor Agreement.

2. **Sponsor/Designated Beneficiary:**

Name

Street/Apt.

City/Town

State

Zip

[MassHealth applicant]
c/o [Responsible Party]

3. **Information About Sponsor/Designated Beneficiary:**

Date of Birth

Social Security No.

Home Phone

Work Phone

E-Mail

← Applicant →

NA

[Responsible Party] →

[ok to leave blank]

- Living Situation: Skilled Nursing Facility (current or immediately anticipated)
 Assisted Living Facility (current or immediately anticipated)
 Home (for the foreseeable future)
 Other _____

Real Estate: Does Designated Beneficiary own a home (including life estate)?
 (If checked, please include copy of deed.)

Marital Status: Married
 Not Married (please circle one: never married, divorced or widowed)

4. **Contribution:** The total donation to the Trust Account shall be: \$ _____ ↩

Is the full amount donated today? Yes No

If "No," the initial amount, which I donate today is: \$ _____

The balance of the total donation is expected to be as follows:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

5. **Election To Name Residual Beneficiaries.** Upon the death of the Designated Beneficiary, the Trustee shall distribute the remaining balance of the Trust Account, if any (after the payment of estate administration and/or estate tax obligations, distributions to the Trustee and reimbursement of medical expenses to the MassHealth program, all pursuant to paragraphs 6.01 through 6.04 of the Trust) to the recipients and in the percentage(s) or amount(s) described below:

** Must be same as any Will. If no Will, must reflect MassHealth applicant's wishes **

See separate sheet, attached

| Name | Relationship | Address | Amount or % |
|--|---|----------|-------------|
| Minor? <input type="checkbox"/> Yes <input type="checkbox"/> No | If Deceased: <input type="checkbox"/> (2) To: <input type="checkbox"/> Lapse; or | Address: | SSN: |
| SSN | | | |

| Name | Relationship | Address | Amount or % |
|--|---|----------|-------------|
| Minor? <input type="checkbox"/> Yes <input type="checkbox"/> No | If Deceased: <input type="checkbox"/> (2) To: <input type="checkbox"/> Lapse; or | Address: | SSN: |
| SSN | | | |

| Name | Relationship | Address | Amount or % |
|--|---|----------|-------------|
| Minor? <input type="checkbox"/> Yes <input type="checkbox"/> No | If Deceased: <input type="checkbox"/> (2) To: <input type="checkbox"/> Lapse; or | Address: | SSN: |
| SSN | | | |

Include copy of Will (if any) when submitting this form.

6. **Acknowledgments and Waivers.** The Sponsor understands that:
- (a) This Sponsor Agreement is a legal agreement that incorporates a master trust instrument, identified as the Trust. The Sponsor has been advised to seek advice of legal counsel, and, after consultation (or waiver, as the case may be), the Sponsor has read and understands all of the terms and provision of this instrument and of the Trust.
 - (b) This Sponsor Agreement and the Trust both are irrevocable. The Sponsor may, during the lifetime of the Designated Beneficiary, add or substitute residual beneficiaries named in Section 5, above. In all other respects, however, the use, distribution, investment, dissolution and/or other control of the property in the Trust Account are solely within the absolute and sole discretion of the Trustee.
 - (c) Investments of the Trust Account will be directed primarily toward providing liquidity for support, and not to generate returns.
 - (d) Contributions to the Trust Account may have tax consequences which, in the Trustee's discretion, can be satisfied out of the Trust Account, but the Sponsor understands that the Designated Beneficiary, and not the Trustee, remains responsible for any such taxes.
 - (e) The Trustee can amend the Trust at any time, with or without notice, but it cannot change the final distribution that is provided in this Sponsor Agreement.

7. Identification of State Medicaid Programs.

The following is, to the best of the Sponsor's knowledge, a complete list of the states in which the Designated Beneficiary has received Medicaid benefits during lifetime. (Please include years in which the Designated Beneficiary lived in the state, and address(es) during that time).

Applicant has not received Medicaid benefits in any other state

IN WITNESS WHEREOF the undersigned Sponsor and Trustee have affixed their hands and seals on the dates set forth below:

SPONSOR: _____, by _____, POA
(Hand-Write Designated Beneficiary's Name) (Print Agent's Name)
Durable Power of Attorney dated _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ___ day of _____, 201___, before me, the undersigned notary public, personally appeared _____, as Agent aforesaid, who proved to me through satisfactory evidence of identification, which was _____, that he or she is the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily in said capacity for its stated purpose,

Notary Public
My commission expires: _____

TRUSTEE: The undersigned Trustee of the Guardian Community Trust for Supplemental Needs hereby accepts the assignment of trust herein and acknowledges the creation of a Trust Account for the Designated Beneficiary, all as set forth above.

Guardian Community Trust, Inc.,

By: _____ Date: _____
Peter M. Macy, Executive Director

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ___ day of _____, 201___, before me, the undersigned notary public, personally appeared the above-named Peter M. Macy, certifying that he is the Executive Director of Guardian Community Trust, Inc., and proved to me through satisfactory evidence of identification, which was personal knowledge, that he is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President aforesaid, and that he has the authority to act hereunder.

Notary Public
My commission expires: _____