CIVIL CONVER$ATIONS AGREEMENT

This is an Agreement between Sally Johnson (“Sally”) and William Johnson (“Bill”), both of Concord, Massachusetts made this

day of November, 2019 in order to clarify our financial arrangements and to improve our ability to talk about money in a civil manner.

Statement of Facts

We have been married since September 22, 1999 and we want to stay married. We have hired John A. Fiske of Healy, Fiske, Richmond & Matthew as a mediator to help us agree on how we pay our bills going forward and how we can talk about money effectively and without argument, blaming or denials. At no time has our mediator acted as a lawyer for either of us and he has advised us of our right to seek help from any lawyer, financial expert or other advisor. Sally has received legal advice from Louis Lawyer of Leominster, Massachusetts and Bill has chosen not to seek legal advice. We enter into this Agreement voluntarily and fully intending to be bound by the commitments we have defined for ourselves in this Agreement.

Each of us is very familiar with the current financial situation of the other and each of us has provided the other with any information he or she requested to make sure this information is complete. Each has arrived at this Agreement with full financial information about his or her own situation and that of the other. Each believes it is in his or her interest to enter into this binding contract, which we have written to carry out our joint objectives of (a) paying the bills going forward, (b) paying off our presently outstanding bills, (c) eliminating all our present credit card debt and (d) improving our ability to talk about money in a civil manner.

ARTICLE ONE

Paying the Bills Going Forward

A. Sally has prepared a monthly budget based on our spending during the past year and reviewed it with Bill. A copy of this monthly budget is attached to this Agreement as page 1 of Appendix A and made a part of this Agreement. Each of us agrees to follow this monthly budget. Our total monthly expenses are $6,300 and we each agree to pay $3,150 every month to cover these bills, either by paying them directly or by funding the joint account. Bill agrees to pay his monthly $3,150 as follows:

1. $1,800 by automatic payment to Citizens Bank for the mortgage;

2. $500 to the joint account for food;

3. $70 to the joint account for gas;

4. $390 to the joint account on the 2nd day of each month; and

5. $390 to the joint account on the 16th day of each month.

Sally will deposit $3,150 into the joint account every month as soon as she receives it from her family. Bill receives his income from a Harvard pension and Social Security. Sally will receive her income from money her family has agreed to advance to her for the purposes of this Agreement from her share of an eventual inheritance. We acknowledge we could not have achieved this Agreement without the cooperation of the family of Sally and specifically her father Steve Smith and her brother Sam. They too want us to stay married in a healthy and civil way.

B. Sally shall be responsible for paying the bills on the first page of Appendix A from the joint account. Bill share have access to the records of the joint account any time and Sally shall review the status of the joint account with him at any time he requests.

C. We also acknowledge that each of us may have an extraordinary expense for himself or herself, such as the annual city planning trip of Bill. The person who has an extraordinary expense for himself or herself shall inform the other of such expense in advance and shall pay the expense from her or his own funds and not from the joint account, which shall be used solely for the ordinary living costs defined on page 1 of Appendix A.

ARTICLE TWO

Immediate Bills to Pay

A. We have bills currently due which Sally has itemized on page 2 of Appendix A. These bills are in addition to our regular monthly expenses defined and covered by Article One. Sally will be responsible for paying these bills currently due as soon as she receives money from her family to cover these bills. We understand such family money is considered by all involved to be an advance upon any inheritance which she may receive from her parents upon their death as described in Article One. Our current total for these bills is $29,557.

B. Three of the bills currently due are the Concord property tax bill for $2,200, the Concord water bill for $704 and our homeowner’s insurance bill for $1,052. When Sally pays these bills from the joint account she shall so inform Bill and he will reimburse the joint account from his own funds $1.978 representing his half share of these three bills. He has no obligation under this Agreement to pay anything further for the bills currently due as itemized on the ledger of Sally.

ARTICLE THREE

Eliminating All Credit Card Balances

A. We currently owe balances on five credit cards identified by Sally on page three of her ledger as of July 18, 2014. Sally will be responsible for paying these bills currently due as soon as she receives money from her family to cover these bills as part of the advance of her inheritance described in Article One. Our current total for these bills is $33,562. We recognize such amount may eventually be less if Sally and her family can work out lower payments with the credit card companies, or greater if interest is allowed to accumulate.

ARTICLE FOUR

Having a Civil Conversation About Money

A. Each shall be respectful of the feelings of the other about having a financial conversation. Specifically, neither shall initiate a financial conversation without the prior approval of the other. For example, if Sally wants to discuss a bill with Bill and he does not want that conversation he will say so. In this case we agree we shall have the conversation Sally wanted within 24 hours of her request, except in emergencies when we cannot wait.

B. When we talk about money we shall focus on money. Neither shall criticize the other or bring up other subjects until we have finished the money discussion.

C. We recognize the value of acknowledgement as a lubricant in any conversation, especially about money. If Bill thinks Paul has done something good, we want Bill to tell her that and if Sally thinks Bill has done something good we want Sally to tell him that.

D. We will meet on the second day of October, 2018 and on the first day of each month after that with John Fiske to discuss the operation of this Agreement and any aspect of our finances. During the intervals between these monthly meetings it is acceptable for either of us to request that we postpone any financial discussion until that meeting, except in emergencies. These monthly meetings shall last no more than 15 minutes unless we agree otherwise. After four such meetings we will reevaluate whether we want to continue and if so in what manner.

ARTICLE FIVE

Our Agreement

Each of us considers this Agreement to be fair and reasonable. We intend this Agreement to be legally binding. We reserve the right to amend this Agreement in writing in the same manner it was created.

We have therefore signed this Agreement in triplicate originals this day of September, 2018.

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Sally Johnson William Johnson

On November, 2019 there appeared before me the

above‑named Sally Johnson, whose identity is personally known to me,

and made oath that her execution of the foregoing Civil Conver$ations

Agreement was her free act and deed.

  Notary Public

My Commission expires

On November, 2019 there appeared before me the above‑named

William Johnson, whose identity is personally known to me, and made

oath that his execution of the foregoing Civil Con$ervations Agreement

was his free act and deed.

Notary Public

My Commission expires

(Attach Appendix A to each original: one for each of you and one for the mediator.)