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Sara C. Frank 8460 SW Birchwood Rd. Portland, OR 97225

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ANTENUPTIAL AGREEMENT

ORIGINAL IN WILL SAFE OF SCHWABE, WILLIAMSON & WYATT

THIS AGREEMENT, made the 21st day of March

1989, between LEONARD KEITH FRANK of Portland, Oregon (hereinafter referred to as "Husband"), and SARA MOORE FRANK of Portland,

Oregon (hereinafter referred to as "Wife").

RECITALS

- Husband and Wife were married on March 19, 1988, this being a second marriage for Husband and a second marriage for Wife.
- 2. Wife has the following children by her previous marriage: MITCHELL ALLAN MOORE and SALLY ANN MOORE.
- 3. Husband has the following children by his previous marriage: CATHY JO FLANDERS, ERIK KRUSE FRANK, ALISON JONES, MARK S. FRANK, RANDAL M. FRANK and GEORGE N. FRANK, II.
- 4. Each party, being mature in years and experienced in life, has acquired an estate in his or her own name and for his or her own benefit, and further has acquired obligations in his or her own name for his or her own benefit. The parties did not enter into a prenuptial Agreement before their marriage. However, the parties still desire to determine and set forth the rights that each will have in the other's property and estate, and to that end are entering into this Agreement, by which they fully intend to be legally bound to the same extent as if they had entered into this Agreement prior to their marriage.
- 5. Each party desires to maintain his or her separate estate without interest in the separate estate of the other and to

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the marriage to the extent that both parties specifically signify their mutual intention that such property shall descend or transfer as jointly owned property. The parties intend, during a portion of the duration of the marriage contract, to transfer an undefined portion of their income or assets, or both, into joint holdings, to be used for marital purposes and the purchase of necessaries and luxuries related to the marriage. In the event that the marriage dissolves, properties jointly held at the time of dissolution of the marriage shall be divided between the parties in the same proportionate shares as their respective interests appear in the properties based on percentage of contribution in the acquisition of the properties, provided the parties have maintained sufficient records to document such percentages of contribution. If such documentation has not been maintained by the parties, properties jointly held at the time of dissolution of the marriage for which documentation of contribution has not been maintained shall be divided equally between the parties. (In the event of the death of one spouse during the duration of the marriage contract, it is the intention of the parties that properties held jointly with right of survivorship or as tenants by the entirety shall pass to the surviving spouse.

5. <u>Complete Control</u>. Except as herein provided, each party shall possess complete control of his or her separate property, assets and estate (as set forth in Exhibits A or B), and may enjoy and dispose of such property, assets and estate in the same manner as if they were unmarried.

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each has made a full disclosure and that the decisions of courts ought not to contravene their express wishes as expressed in this Agreement.

- 8. <u>Integration Clause</u>. This Agreement constitutes the sole agreement of the parties upon this subject and integrates and supersedes any and all prior agreements, negotiations and understandings relating hereto.
- 9. <u>Effective Date</u>. This Agreement shall take effect upon the date first written above and shall then bind the parties and their respective heirs, personal representatives, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first written above.

LEONARD KEITH FRANK

FARA MOORE FRANK

Approved:

Attorney for Leonard Keith Frank

Attorney for Sara Moore Frank

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County of Milliamed)

State OF OREGON)

The foregoing instrument was acknowledged before me this mark 1989, by LEONARD KEITH FRANK.

| The foregoing instrument was acknowledged before me this notary Public for Oregon My Commission Expires: 11-15-12-1111.

| State Of Oregon | Sta

NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-15-70

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