

HOLD HARMLESS AND INDEMNITY AGREEMENT

Number 70151730000172487434

Non-negotiable – Private between the parties

PARTIES:

DEBTOR:
MICHAEL ROBERT SMITH© trade-name
1611 NW 12TH AVE.
MIAMI, FL 33136

Secured Party:
Michael Robert Smith©
c/o [REDACTED]
Atlanta, Georgia Republic, near [30324]
non-domestic

...and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: [REDACTED]

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this Third Day of the Eleventh Month in the Year of our Lord Two Thousand and Sixteen between the juristic person: "MICHAEL ROBERT SMITH©" and any and all derivatives and variations in spelling of said name, hereinafter jointly and severally "Debtor"; except "Michael Robert Smith©" the living, breathing, flesh-and-blood man, known by the distinctive appellation Michael Robert Smith, hereinafter "Creditor".

For valuable consideration, Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Defined Glossary of Terms

As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

Appellation: In this Hold-harmless and Indemnity Agreement the term "appellation" means a general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh and-blood man.

Conduit: In this Hold-harmless and Indemnity Agreement, the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name, "MICHAEL ROBERT SMITH©", also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Michael Robert Smith©", Creditor.

Creditor: In this Hold-harmless and Indemnity Agreement, the term "Creditor" means "Michael Robert Smith©" and all derivatives and variations in the spelling of the name of "Michael Robert Smith©".

Debtor: In this Hold-harmless and Indemnity Agreement, the term "Debtor" means "MICHAEL ROBERT SMITH©", also known by any and all derivatives and variations in the spelling of said name excepting "Michael Robert Smith©" and all derivatives and variations in the spelling of the name of "Michael Robert Smith©".

Derivative: In this Hold-harmless and Indemnity Agreement, the word "derivative" means Coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

Ens legis: In this Hold-harmless and Indemnity Agreement, the term "ens legis" means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law as contrasted with a natural person.

Hold-harmless and Indemnity Agreement: In this Hold-harmless and Indemnity Agreement, the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No.70151730000172487434 as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached "MICHAEL ROBERT SMITH©" ("In this Hold-harmless and Indemnity Agreement, the "MICHAEL ROBERT SMITH©" means "MICHAEL ROBERT SMITH©" and any and all derivatives and variations in the spelling of said name except "Michael Robert Smith©" and all derivatives and variations in the spelling of the name "Michael Robert Smith©", Common Law Copyright © 2016 by "Michael Robert Smith©" All Rights Reserved.")

In this Hold-harmless and Indemnity Agreement, the term "Michael Robert Smith©" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Michael Robert Smith© and all derivatives and variations in the spelling of the name "Michael Robert Smith©" All rights are reserved re use of "Michael Robert Smith©". Autograph Common Law Copyright © 2016.

Juristic person: In this hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity *ens legis* such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. which, on the basis of legal reasoning, is legally treated as a human being for

the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times, the Law has enforced rights and exacted liabilities by utilizing a corporate concept by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed has been justified, qualified, and defined are the subject matter of a very sizeable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through is now the familiar device of the corporation --- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And the none the worse for it. No doubt. Metaphors in law are to be narrowly watched." Cardozo, J., in *Berkey v. Third Avenue R. Co.*, 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA*, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

"Observation: A person has a property right in the use of his or her name which a person may transfer or assign." *Gracey v. Maddin*, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

Living, breathing, flesh-and-blood man: In this Private Agreement, the term "living, breathing, flesh-and-blood man" means the Creditor "Michael Robert Smith©", a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person created by construct of law.

Non obstante: In this Private Agreement, the term "*non obstante*" means words anciently used in public and private instrument with the intent of precluding in advance any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellow men without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E.. 70. (Cited for reference only)

Sentient, living, being: In this Private Agreement, the term "sentient, living being" means the Creditor, i.e. "Michael Robert Smith©", a living, breathing, flesh-and-blood man, as distinguished from an abstract, legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

Transmitting Utility: In this Hold-harmless and Indemnity Agreement, the term "transmitting utility" means a 'commercial transmitting utility: i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. MICHAEL ROBERT SMITH©.

UCC: In this Hold-harmless and Indemnity Agreement, the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No.70151730000172487434 is dated the Third Day of the Eleventh Month in the Year of Our Lord Two Thousand and Sixteen.

HOLD HARMLESS AND INDEMNITY AGREEMENT for MICHAEL ROBERT SMITH©.

SIGNATURES

Debtor: MICHAEL ROBERT SMITH©

MICHAEL ROBERT SMITH

Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC § 1-201(39), 3-401(b).

Creditor: Michael Robert Smith©

Michael R. Smith

Creditor's Signature – Autograph Common Copyright© 2016
By: Michael Robert Smith©. All Rights Reserved.

ACKNOWLEDGMENT

County of DeKalb)
) Scilicet
State of Georgia)

Subscribed and sworn before me this 7th day of November, 2016.
Witness my hand and official seal.

[Signature]

Signature of Notary Public

My commission expires: 6/13/2017



HOLD HARMLESS AND INDEMNITY AGREEMENT for MICHAEL ROBERT SMITH©.