

HOLD HARMLESS AND INDEMNITY AGREEMENT

Number 7017066000004876187

Non-negotiable – Private between the parties

PARTIES:

DEBTOR:

TARA DAWN KIRSCHENMANN© trade-
name [REDACTED]
FRESNO AND R STREETS
FRESNO, CALIFORNIA 93721

Secured Party:

Tara-Dawn:Kirschenmann©
c/c [REDACTED]
Burbank, California, California Republic, near
[REDACTED]
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 Tenth day of the fifth month in the year of our Lord Two Thousand seventeen (**date of signage**) between the juristic person: "TARA DAWN KIRSCHENMANN©" and any and all derivatives and variations in spelling of said name, hereinafter jointly and severally "Debtor"; except "Tara-Dawn:Kirschenmann©" the living, breathing, flesh-and-blood man, known by the distinctive appellation Tara-Dawn:Kirschenmann, 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

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KIRSCHENMANN©.

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, "TARA DAWN KIRSCHENMANN©", 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 Tara-Dawn:Kirschenmann©", Creditor.

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

Debtor: In this Hold-harmless and Indemnity Agreement, the term "Debtor" means "TARA DAWN KIRSCHENMANN©", also known by any and all derivatives and variations in the spelling of said name excepting "Tara-Dawn:Kirschenmann© " and all derivatives and variations in the spelling of the name of "Tara-Dawn:Kirschenmann©".

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. [REDACTED] 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 "TARA DAWN KIRSCHENMANN"© ("In this Hold-harmless and Indemnity Agreement, the "TARA DAWN KIRSCHENMANN"©" means "TARA DAWN KIRSCHENMANN©" and any and all derivatives and variations in the spelling of said name except "Tara-Dawn:Kirschenmann©" and all derivatives and variations in the spelling of the name Tara-Dawn:Kirschenmann©", Common Law Copyright © 2017 by "Tara-Dawn:Kirschenmann©" All Rights Reserved.")

In this Hold-harmless and Indemnity Agreement, the term "Tara-Dawn:Kirschenmann©" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Tara-Dawn:Kirschenmann© and all derivatives and variations in the spelling of the name "Tara-Dawn:Kirschenmann©" All rights are reserved re use of "Tara Dawn Kirschenmann©". Autograph Common Law Copyright © 2017.

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KIRSCHENMANN©.

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 Jaw 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 "Tara-Dawn:Kirschenmann©", 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. "Tara-Dawn:Kirschenmann©", 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. TARA DAWN KIRSCHENMANN©.

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

This Hold-harmless and Indemnity Agreement No. [REDACTED] is dated the Tenth day of fifth month in the year of our Lord Two Thousand Seventeen.

SIGNATURES

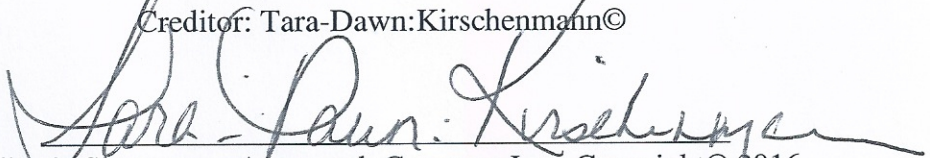
Debtor: TARA DAWN KIRSCHENMANN©

TARA DAWN KIRSCHENMANN

Debtor's Signature

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

Creditor: Tara-Dawn:Kirschenmann©



Creditor's Signature – Autograph Common Law Copyright© 2016

By:Tara-Dawn:Kirschenmann©. All Rights Reserved.

ACKNOWLEDGEMENT

Los Angeles County)
) Scilicet
California Republic)

Subscribed and sworn before me this _____ day of May, 2017.
Witness my hand and official seal.

Signature of Notary Public

My commission expires:_____

See attached certificate

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KIRSCHENMANN©.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

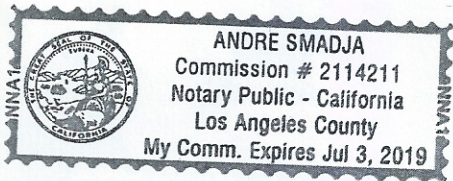
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 5/17/2017 before me, Andre Smadja, Notary Public)
Date Here Insert Name and Title of the Officer
personally appeared TARA-DAWN KIRSCHENWANN)
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: INDEMNITY AGREEMENT
Document Date: 5/11/2017 Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____