

HOLD HARMLESS AND INDEMNITY AGREEMENT

No. MSW0001HHIA

Non Negotiable between the Parties

PARTIES

Bailor: MICHAEL SHANE WINDHAM
PO BOX 44
WATSON, LOUISIANA 70786

Bailee: Michael Shane Windham
c/o [REDACTED]
Denham Springs, Louisiana; near [REDACTED]
Non-domestic without the US

AGREEMENT

- I. On this 10th day of the month of NOVEMBER, in year of two thousand twent four, this Hold Harmless and Indemnity Agreement is mutually agreed upon and permanently entered between the juristic person MICHAEL SHANE WINDHAM, MICHAEL S WINDHAM, MICHAEL WINDHAM. Etc., a debtor, herein the Bailor, including, but not limited to, any and all variations and derivatives in spelling of said name except Michael Shane Windham, or any and all variations of said name, and the living, breathing, flesh-and-blood man, known by the distinctive appellation Michael Shane Windham, and including, but not limited to Michael Shane Windham, Windham Michael S, M Windham, Michael Windham, or MS Windham, and any and all variations and derivatives in spelling of said name, a creditor, herein the Bailee.
- II. For valuable consideration, Bailor, without benefit of discussion, and without division, does hereby expressly agree, covenant, and undertake the indemnification of, and does hold harmless Bailee from and against, but not limited to any and all: claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summons[s], lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may hereafter arise, to include any such claims and the like that may hereafter arise with regard to any and all Collateral of Bailor, including, but not limited to all Collateral described on Bailor's List of Collateral, by separate document, presented herewith. Bailor does hereby expressly covenant and agree that Bailee shall not under any circumstances be considered an accommodating party nor a surety for Bailor.

WORDS DEFINED GLOSSARY OF TERMS

As used in this Hold Harmless and Indemnity Agreement, the following words and terms are as defined in this section, non obstante:

1. Appellation: "A general term introduces and specifies a particular term used in addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood man."
2. Bailee: Michael Shane Windham "Bailee is a person who receives personal property from another as bailment."
3. Bailment: "A delivery of personal property by one individual the Bailor to another person the Bailee who holds the property for a certain purpose under an express or implied-in-fact contract."
4. Bailor: MICHAEL SHANE WINDHAM "A Person who delivers personal property to another as a bailment."

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5. Collateral: In this Security Agreement the term "Collateral" means any property and property rights of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, with ownership either in the name of Debtor or in the name of another in which the Debtor holds a beneficial interest, and secures the entire obligation or amount of indebtedness. "Collateral" includes but is not limited by any of the following: (a) Any accessions, increases, and additions, replacements of, or substitutions for, any property described in Bailor's List of Collateral presented by separate document; (b) Any products, produce, or proceeds of any of the property described in Bailor's List of Collateral presented by separate document; (c) Any accounts, general intangibles, instruments, monies, payments, or contract rights, or any other rights, arising out of sale, lease, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (d) Any proceeds, including insurance, bond, general intangibles, or account(s) proceeds, from the sale, destruction, loss, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (e) Any records or data involving any property described in Bailor's List of Collateral presented by separate document, not limited by any writing, photograph, microfilm, microfiche, tape, electronic media, or the like, together with any of Debtor's right, title, or interest in any computer software or hardware required for utilizing, creating, maintaining, and processing any such records or data in any electronic media.

6. Conduit: "Conduit signifies means of transmitting and distributing energy and affects the production of labor such as goods or services by way of MICHAEL SHANE WINDHAM, MICHAEL S WINDHAM, MICHAEL WINDHAM, M WINDHAM, OR MSW including, but not limited to, any and all variations and derivatives of Bailor except Michael Shane Windham or any variations and derivatives thereof."

7. Creditor: "Means Michael Shane Windham as creditor and Bailee.

8. Debtor: "MICHAEL SHANE WINDHAM, MICHAEL S WINDHAM, MICHAEL WINDHAM, M WINDHAM, OR SWW means including, but not limited to, any and all variations and derivatives in spelling of said name except Michael Shane Windham."

9. Derivative: "Coming from another; taken from something preceding, secondary; that which has not the origin in itself, but obtains existence from something foregoing and a fundamental nature; anything derived from another."

10. Ens legis: "A creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law."

11. Juristic person: "An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a human being; an imaginary entity, such as Debtor, i.e. MICHAEL SHANE WINDHAM upon basis of legal reasoning, is legally treated as a human being for purpose of conducting commercial activity for benefit of a biological living being such as Creditor."

12. MICHAEL SHANE WINDHAM: "The Debtor MICHAEL SHANE WINDHAM, MICHAEL S WINDHAM, MICHAEL WINDHAM, M WINDHAM, OR MSW means MICHAEL S WINDHAM including, but not limited to, any and all variations and derivatives in the spelling of said name except Michael Shane Windham."

13. Living breathing flesh and blood woman: "The Creditor Michael Shane Windham Bailee a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law."

14. Non obstanate: "The term non obstanate means words anciently used in public and private instruments with intent of precluding in advance 'any interpretation' other than certain declared objects, purposes."

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15. Sentient living being: "The Creditor, i.e. Michael Shane Windham Bailee a living breathing flesh and blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association."

16. Transmitting Utility: "The term transmitting utility means a conduit, e.g., the Debtor, i.e. MICHAEL SHANE WINDHAM," including, but not limited to, any and all variations and derivatives in the spelling of said name except Michael Shane Windham.

17. U.C.C.: "U.C.C. Means Uniform Commercial Code."

SIGNATURES

Bailee accepts all signatures in accordance with the Uniform Commercial Code and acknowledges Bailor's signature as representative of all derivations thereof.

This Hold – Harmless and Indemnity Agreement No. MSW0001HHIA is dated: the 10th day of November in the year of A.D. 2024.

Bailor: MICHAEL SHANE WINDHAM

/s/ 
Bailor's Signature

Bailee: Michael Shane Windham


Bailee's Signature

Entitlement Holder or Bailee accepts Bailor's signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Hold – Harmless and Indemnity Agreement and any of Bailor's Collateral described herein and on Attachment 'A'.

Autograph Common Law Trade-name 2024 by Michael Shane Windham. All Rights Reserved.

State of LOUISIANA)
) ss.
Parish of LIVINGSTON)

State of LOUISIANA)
) ss.
Parish of LIVINGSTON)

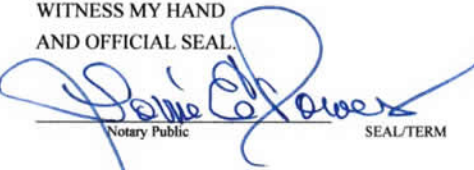
On this 10th day of November 2024, before me personally appeared MICHAEL SHANE WINDHAM, known to me to be the party whose name is subscribed to this written instrument, and acknowledged that he/she executed the same for the purpose therein contained.

On this 10th day of November, 2024, before me personally appeared, Michael Shane Windham known to me to be the party whose name is subscribed to this written instrument, and acknowledged that he/she executed the same for the purpose therein contained.

WITNESS MY HAND
AND OFFICIAL SEAL:


Notary Public SEAL/TERM

WITNESS MY HAND
AND OFFICIAL SEAL:


Notary Public SEAL/TERM

LORRIE E. POWERS
NOTARY PUBLIC - 56610
LIVINGSTON PARISH
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE

INITIALS: MSW

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