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GRPS Financial

To: Noble GRPS Financial Inc.

Re: Noble GRPS Financial Inc. (the "Broker") private mortgage to _____ (the "Borrower") pursuant to a Private Lender Agreement made on this date _____ among the Broker, the Borrower and (the "Lender") _____ (the "Agreement").

Closing Date: _____

The undersigned hereby covenants and agrees with the Broker to indemnify and save harmless the Broker, its subsidiaries, affiliates, directors, officers and employees, from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities or expenses which may be brought against the Broker or which the undersigned may suffer or incur as a result of, in respect of, or arising out of any non-fulfillment of any covenant or agreement on the part of the Borrower under the Agreement or any incorrectness in or breach of any representation or warranty of the Borrower contained in the Agreement or in any certificate or other document furnished by the Borrower pursuant to the Agreement.

Dated: _____

Signed, sealed & delivered
in the presence of

Per: (Lender's Signature)

_____

Per: (Lender's Signature)

_____