

Worksheet

Leasing

Suite: 4410 Tower: PSV Date: _____ Completed by: _____

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- ✓ ● Certified Deposit Cheque for Top up Deposit to 20% payable to Aird and Berlis LLP in Trust N/A
- ✓ ● Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). N/A \$0.00 Leasing
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 393,900
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- ✓ ● Copy of Tenant's employment letter or paystub
- ✓ ● Copy of Credit Check
- ✓ ● Copy of the Purchasers Mortgage approval Unit paid in full *
\$393,900 in trust (Purchase Price)
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
SEROS MASSIEHALLA M ROHANI AND FARIDA BADEEA N ARDEKANY (the "Purchaser")

Suite **4410** Tower **ONE** Unit **10** Level **43** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Zero Dollars (\$0.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 29 day of August 2017.

Witness:

Witness:

Purchaser: SEROS MASSIEHALLA M ROHANI

Purchaser: FARIDA BADEEA N ARDEKANY

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 12th day of September 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Agreement to Lease
Residential

This Agreement to Lease dated this 18 day of September, 2017

TENANT (Lessee), Joseph Song
(Full legal names of all Tenants)

LANDLORD (Lessor), ROHANI, Seros Massiehalla
(Full legal name of Landlord)

ADDRESS OF LANDLORD
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
4410-4011 Brickstone Mews Mississauga LSB QJ7

2. **TERM OF LEASE:** The lease shall be for a term of One Year commencing September 20th 2017

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Two Thousand Five Hundred Canadian Dollars (CDN\$ 2,500.00), payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Seros Massiehalla M. Rohani "Deposit Holder" in the amount of Five Thousand

Canadian Dollars (CDN\$ 5,000.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the First and Last month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for: Single Family Residence

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Telephone</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Internet</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): [Signature]

INITIALS OF LANDLORD(S): [Signature]



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7. **PARKING:** One Under Ground Parking

8. **ADDITIONAL TERMS:** One Locker

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A "A"

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 11:59 p.m. on the 20 day of September 2017 after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Landlord) FAX No.: (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord) Email Address: (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.tlb.gov.on.ca)

13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

15. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

17. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

18. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

19. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.


INITIALS OF TENANT(S):



INITIALS OF LANDLORD(S):



Initial

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Form 990-2-2017 Page 2 of 2

20. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Tenant or Authorized Representative)

DATE Sept 18, 2017

(Witness)

(Tenant or Authorized Representative)

DATE

(Witness)

(Guarantor)

DATE

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Landlord or Authorized Representative)

DATE Sept 18, 2017

(Witness)

(Landlord or Authorized Representative)

DATE

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at a.m./p.m. this day of 20.....

(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

Tel.No.

(Salesperson / Broker Name)

Co-op/Tenant Brokerage

Tel.No.

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Landlord)

DATE Sept 18, 2017

(Landlord)

DATE

Address for Service

Tel.No.

Landlord's Lawyer

Address

Email

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Tenant)

DATE Sept 18, 2017

(Tenant)

DATE

Address for Service

Tel.No.

Tenant's Lawyer

Address

Email

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Form 400A 0-1-17 2017 4 of 2

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT (Lessee), Joseph Song

and

LANDLORD (Lessor), ROHANI, Seros Massiehalla

for the lease of 4410-4011 Brickstone Mews

Mississauga

L5B 0J7

dated the 18 day of September

2017

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.

The Landlord shall pay real estate taxes, [condominium fees and parking if applicable] and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property.

The following appliances/fixtures belonging to the landlord are to remain on the premises for the tenant use only: Stainless Steel Fridge, Stainless Steel Stove & Oven, Stainless Steel Built-in Dishwasher, Washer & Dryer, Microwave, all window Curtains and/or Coverings and upon the termination of the said lease all appliances/fixtures to be remain at the premises.

Landlord represents and warrants that the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.

Tenant covenant and agrees that during the term of this lease, he/she shall keep in good conditions the premises and the appliances and upon termination of the said lease the premises and appliances shall be returned in the same condition upon which the tenant received the same save and except normal wear and tear.

Tenant agrees to maintain the premises, fixtures and appliances in good working order and condition during the term. Tenant is liable for any damages caused to the premises, fixtures and appliances arising from acts, negligence, accidental, or willful damage by the Tenant or Tenant's guest, in which case Tenant has to pay full cost of those repairs, except for the normal wear and tear.

Tenants agrees that an increase of rent set by Government will be effect on the second year of this Lease in accordance with the guidelines established under the applicable rent review legislation.

Tenant shall not place any additional locks or bolts upon any door of the premises nor shall the existing locks be altered with the written consent of the landlord.

Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. The Tenant agrees to arrange for the standard tenant's insurance. this coverage shall include third party liability (minimum of \$1,000,000) and household contents, for the duration of the Lease term, and any renewal thereof. Such insurance to be the usual condominium insurance package. Tenant agree to provide a copy of the insurance policy to the Landlord prior to possession taken.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

JS

INITIALS OF LANDLORD(S):

IL



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This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT (Lessee), Joseph Song

, and

LANDLORD (Lessor), ROHANI, Seros Massiehalla

for the lease of 4410-4011 Brickstone Mews

Mississauga

L5B 0J7

dated the 18 day of September

2017

Tenant further agrees to perform minor maintenance such as replacing light bulbs, and any other minor repairs that does not exceed \$50 per repair.

Tenant agrees not to make any decorating changes in the premises without prior express written notice to the landlord and a consent of the landlord or landlord representative. provided further, the tenant acknowledge and agrees not to make any physical changes such as but not limited to painting, wallpaper and broadloom without consent of the landlord.

Tenant agrees to give full access to the people coming in for the repairs of the said property.

Tenant covenants and agrees that the premises is to be used for Single Family Residence and will not be used for any illegal activity. No business pursuits or signs are permitted on the premises without prior written approval by the landlord. Violation of this provision shall entitle the landlord, at his option, to terminate this agreement.

The tenant agrees and warrants that the premises will be occupied by the names indicated in the tenant rental application attached herein, No other individuals will reside permanently on the premises.

Tenant warrants that all individuals occupying the premises are non-smokers, and there will be no smoking from tenants or tenants' guests in the house. Tenant also agrees not to have any pet reside on the premises.

Tenant shall not assign the said lease or sublet the whole or any part of the premises without written consent of the landlord.

The Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property.

The Landlord warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems and all other equipment on the real property shall be in good working order on completion.

Tenant agrees to pay the cost of utilities(Hydro) required on the premises during the term of the lease and any extension thereof. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

JS

INITIALS OF LANDLORD(S):

RL



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FORM 400 SEP 2017



Driver's Licence
Permis de conduire

ON
CANADA



1. NAME
SONG,
JOSEPH

2. ADDRESS
3-3288 SOUTH MILLWAY
MISSISSAUGA, ON, L5L 2R3

3. DRIVER'S
LICENCE
NUMBER
S6401 - 41008 - 70528

4. SEX / SEX
M

5. DATE OF
BIRTH / DATE
2017/05/23

6. EXPIRATION
DATE / DATE
2019/05/28

7. HEIGHT / HAUTEUR
170 CM

8. WEIGHT / POIDS
70 KG

9. EYES / YEUX
BROWN / BRUN

10. HAIR / CHEVEUX
BLACK / NOIR

11. SIGNATURE / SIGNATURE


12. EXPIRATION
DATE / DATE
2017/05/28



Royal Bank of Canada
Banque Royale du Canada
2 DUNDAS ST. W
MISSISSAUGA, ON

59799145 4-516

DATE 20170919
Y/A MM DJ

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE SEROS M. ROHANI

\$5,000.00

EXACTLY \$5,000.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISSE POUR UN MONTANT EXCÉDANT \$5,000.00 CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET

PURCHASER NAME

NOM DE L'ACHÉTEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHÉTEUR

COUNTERSIGNED / CONTRESIGNÉ

DETACH BEFORE CASHING
DÉTACHER AVANT D'ENCAISSER
FORM 16516 (09-2016)

0030245

⑈59799145⑈ ⑆01062⑈003⑈ 099⑈013⑈5⑈

1495837 Ontario Ltd.
O/A Roxy Market

144 Dundas St. West
Mississauga, Ontario
L5B 1H9

Ph: 905-277-0071
Fax: 905-277-5961

September 19, 2017

To Whom It May Concern,

RE: Employment of Joseph Song

Please be advised that the above named person has been employed with us as a store manager since January 2015.

His income is approximately \$75,000 per annum before withholding taxes. He works Full time at 40 hours a week.

If you need any further information regarding the above mentioned person, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ho Sup Song', written over a horizontal line.

Ho Sup Song, Owner

My TransUnion Credit Report

Updated on 09/19/2017

I WANT TO [VIEW CREDIT REPORT](#) [GO TO DISPUTE CENTRE](#)

Default Summary View ▾

ACCOUNTS SUMMARY

Credit Score	744	Credit Accounts	9	View
Balances	\$320	Open Accounts	2	
Payments	\$104	Closed Accounts	7	
Delinquent	1	Derogatory	0	
Inquiries (6 years)	1	View Public Records	0	View

PERSONAL INFORMATION

		Reported	File to Dispute
Name	JOSEPH K SONG	09/19/2017	
Also Known As		09/19/2017	
Date of Birth	05/28/1987	09/19/2017	
Current Address	3265 SOUTH MILLWAY MISSISSAUGA ON L5L2R3	05/25/2017	
Telephone #	416 2204379	09/19/2017	
Previous Address	3310 FIELDGATE DR MISSISSAUGA ON L4X2J1	12/28/2016	
	15 CLARKHILL ST NORTH YORK ON M2R2G6	04/01/2006	
Employer			
Previous Employer			
Consumer Statement			

INQUIRIES

BANKING INFORMATION

ACCOUNTS

PUBLIC RECORDS