

B E T W E E N:

THE REGISTRAR, *REAL ESTATE AND BUSINESS BROKERS ACT, 2002*

- AND -

CHRISTOPHER NICOLAS PAUL LAMB registered as CHRIS LAMB

UNDERTAKING AGREEMENT

WHEREAS Christopher Nicolas Paul Lamb, registered as Chris Lamb, (“Lamb”) has been registered to trade in real estate under the *Real Estate and Business Brokers Act, 2002* (the “Act”) since on or about May 15, 2017;

AND WHEREAS on September 28, 2021, Lamb was convicted of one count of exporting cannabis, two counts of possession for the purpose of selling cannabis and one count of careless storage of a firearm under the Criminal Code of Canada (the “Criminal Convictions”);

AND WHEREAS with respect to the Criminal Convictions, Lamb paid a fine of \$175,000 and received a conditional sentence of two years less a day, including house arrest, with said sentence ending on or about September 27, 2023 (the “Criminal Sentence”);

AND WHEREAS Lamb had no previous criminal record prior to the Criminal Convictions;

AND WHEREAS on or about May 19, 2021, Lamb was charged under the *Provincial Offences Act, 1990*, with one offence under section 40(1)(a) of the Act and one offence under Ontario Regulation 567/05 of the Act (the “POA Charges”);

AND WHEREAS the POA Charges are currently before the Court;

AND WHEREAS the Registrar intends on issuing a notice of proposal to revoke the registration of Lamb under the Act (the “Registration Matter”) because of various concerns including the Criminal Convictions and Criminal Sentence;

AND WHEREAS Lamb and the Registrar (the “Parties”) wish to resolve the POA Charges and the Registration Matter, and are therefore entering into this agreement (the “Undertaking Agreement”);

NOW THEREFORE, in consideration of the mutual covenants and promises set out below, the Parties agree as follows:


Initials of Parties

1. Lamb agrees and undertakes to voluntarily cancel his registration under the Act. Lamb agrees that by entering into this Undertaking Agreement, he has given notice to the Registrar to proceed with cancelling his registration under the Act as of the date of him signing this Undertaking Agreement.
2. Lamb agrees and undertakes not to seek registration until after September 30, 2023 and in doing so, Lamb acknowledges, understands, and agrees that:
 - i. The Undertaking Agreement is binding, permanent, and irrevocable;
 - ii. The Undertaking Agreement expressly prohibits his right, eligibility and entitlement, however so arising, to be registered under the Act or its successor legislation prior to September 30, 2023;
 - iii. He expressly and irrevocably waives any and all rights, no matter howsoever arising, to seek registration under the Act or any successor legislation prior to September 30, 2023; and
 - iv. Any attempt to seek registration under the Act, or any successor legislation, prior to September 30, 2023, shall be considered a fundamental breach of the Undertaking Agreement and shall constitute valid, reasonable, and sufficient grounds for refusal and/or denial of an application for registration, including, amongst other things, constituting reasonable grounds for belief that Lamb will not carry on business under the Act, or any successor legislation to the Act, in accordance with law and with integrity and honesty.
3. Effective from the date of the Undertaking Agreement, Lamb shall not, in any manner, trade in real estate, subject to the exceptions at section 5 of the Act, or similar provision under any successor legislation, unless he is granted registration after September 30, 2023.
4. Lamb understands that should he apply for registration after September 30, 2023, the Registrar will evaluate his application for registration on its merits under section 10 and 13 of the Act, or any similar provisions under any successor legislation to the Act.
5. In consideration of and in reliance upon the above terms, the Registrar upon execution of the Undertaking Agreement, shall request that the Court withdraw the POA Charges against Lamb and agrees not to proceed with a notice of proposal to revoke Lamb's registration under the Act.
6. Lamb acknowledges and agrees that nothing in the Undertaking Agreement restricts the Real Estate Council of Ontario ("RECO") and/or the Registrar from taking any action against him with respect to any new information or matters that come to the Registrar's attention.



Initials of Parties

7. Lamb understands that the Undertaking Agreement is not confidential and may be disclosed to the public at the discretion of the Registrar under the Act or any successor legislation and that a summary of the Undertaking Agreement may be published on RECO's website and any other place as may be required by law at the discretion of the Registrar.
8. Lamb agrees that he will not make any fraudulent, negligent or wilfully reckless representations that are inconsistent with the Undertaking Agreement.
9. If any term of the Undertaking Agreement is deemed to be invalid, unenforceable, illegal, or a mutual mistake, then such term shall be severed from the agreement and that the remaining terms shall remain in full force and effect.
10. The Undertaking Agreement may be executed in counterparts and a scanned and/or electronic copy shall constitute a valid and binding agreement between the Parties.
11. Lamb acknowledges, understands and agrees that he obtained legal advice from his legal counsel in connection with the terms of the Undertaking Agreement, and that he has read this agreement in its entirety, understands its contents and is signing this agreement freely and voluntarily, without duress or undue influence from any party.

By their respective signatures below, the Parties indicate agreement to the terms of the Undertaking Agreement.

Christopher Nicolas Paul Lamb
registered as Chris Lamb
Registration Number: 4794688

Date July 27th/2022

For the Registrar:


Joseph Richer, Registrar
Real Estate and Business Brokers Act, 2002

July 28, 2022

Date



Initials of Parties