



Hog Farm Transition Program APPENDIX 3A

UNDERTAKING BY ELIGIBLE PRODUCER REGARDING USE OF BARN(S)

Name of the Eligible Producer: _____

(To be signed by the Eligible Producer)

I, _____ (Eligible Producer) , of the _____ of _____, in the province of _____, DO SOLEMNLY UNDERTAKE AND COVENANT:

1. I am the registered owner/lessee or authorized user of the barn(s) located at _____, _____ [insert address of property] (the "barn(s)").
2. The Barn(s) or certain portions of the Barn(s), has (have) been used for the purposes of housing Eligible Animals being claimed under the Hog Farm Transition Program (the "Program") administered by the Canadian Pork Council.
3. I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, will not, directly or indirectly, use or permit or contribute to any other person or entity to use, and have not, directly or indirectly, used or permitted or contributed to any person or entity to use the barn(s), from the period commencing on _____ 20__ [insert date Barn emptied in accordance with the Program] and ending three years following such date, to house Eligible Animals. I confirm that, on the date of this undertaking, the Barn(s) do(es) not house any Eligible Animals and that I have complied with all of the terms and conditions of the Program applicable to me as of the date of this undertaking.
4. If I or any corporation, partnership, joint venture or other entity in which I or any member of my immediate family exercises control, including all employees, agents and representatives of the corporation, partnership, joint venture or other entity, directly or indirectly, sell, lease transfer or permit or contribute the use of the Barn(s), or any portion of the Barn(s), I will obtain an undertaking substantially in the form of this undertaking from the buyer, lessee, transferee or authorized user, as the case may be, not to, directly or indirectly, use, contribute to or permit any other person or entity to use such barn(s) to Eligible Animals before the end of the period referred to in Paragraph 3 and will provide a copy of such undertaking to the Canadian Pork Council prior to or forthwith following such sale, lease, transfer or permission to use.
5. I acknowledge and agree that I shall be responsible for obtaining and shall obtain an undertaking as described in Paragraph 4 and shall ensure compliance with the obligations of the undertakings.
6. I agree to immediately return all Program payments received directly by the Producer plus a ten percent (10%) administrative fee, plus interest at five percent (5%) per annum from the date the initial Program payment was made by the Program Administrator to the date of reimbursement, as directed by the Canadian Pork Council should I breach any of the covenants of the preceding paragraphs or any other term and condition forming part of the Registration Form of the Program, by remitting these amounts in full by certified cheque or wire transfer to the Canadian Pork Council within five (5) business days of such breach or within five (5) business days following receipt of a notice requiring such payments from the Canadian Pork Council, whichever is first, and I acknowledge that a failure to remit such amounts in full within the specified time period will result in the commencement of legal proceedings against me for the collection of the amounts in full plus all applicable damages.
7. I acknowledge that the Canadian Pork Council may assign its rights under this Undertaking to any party, including Her Majesty the Queen in Right of Canada (in which case, interest payable for any period following such assignment on overdue amounts will be calculated in accordance with the *Interest and Administrative Charges Regulations, SOR/96-188*, as amended from time to time).

Executed at _____, this ____ day of _____, 20__.

Signature of Witness

Signature of Eligible Producer

Name of Witness:

Name of Eligible Owner: