



Hog Farm Transition Program APPENDIX 3B UNDERTAKING BY SUBSEQUENT OWNERS AND LESSEES REGARDING USE OF BARN(S)

Name of the Eligible Producer: _____

(To be signed by the **subsequent** owner/lessee of the barn(s))

IN THE MATTER OF the sale, lease, transfer, permission to use or contribution of the barn(s) located at _____

_____, [insert address of property] which was formerly owned/leased by
_____, [insert name of Producer] I, _____,
of the _____ of _____, in the province of _____,

DO SOLEMNLY UNDERTAKE AND COVENANT to _____, [insert name of Producer]

AND TO THE CANADIAN PORK COUNCIL THAT:

1. I am the registered owner/lessee or authorized user of the Barn(s) located at _____
_____, [insert address of property]
effective as of _____ [insert date that ownership or leasehold rights were acquired].
2. The Barn(s), or certain portions of the Barn(s), have been used for the purposes of housing Eligible Animals as defined under the Hog Farm Transition Program (the "Program") administered by the Canadian Pork Council.
3. I acknowledge and undertake, as a condition of the receipt of funding under the Hog Farm Transition Program by the prior owner or lessor, as applicable, of the Barn(s), the Barn(s) must remain empty of and not be used to house hogs of any kind for a three year period commencing on _____ [insert applicable date].
4. For the consideration provided to me in respect of my purchase, lease or authorization to use the Barn(s), which consideration I acknowledge to be sufficient for purposes of this providing this Undertaking by me, I agree as follows:
 - (a) 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, any of the Barn(s), from the period commencing on _____ 200__ [insert date Barn emptied in accordance with the Program] and ending three years following such date, to house Eligible Animals.
 - (b) 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), 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 use or permit any other person or entity to use such Barn(s) to house Eligible Animals before the end of the period referred to in Paragraph 3 and provide a copy of such undertaking to the Canadian Pork Council prior to or forthwith following such sale, lease, transfer, permission or contribution.

(c). I will immediately pay to the Canadian Pork Council, in its capacity as Administrator of the Hog Farm Transition Program, all payments received from the Hog Farm Transition Program by the owner of the Eligible Animals and by any lessor or owner of the Barn(s), namely the amount of \$ _____ [insert the amount of HFTP payments to the Eligible Producer and Barn owner/ lessor] plus interest at the rate of five percent (5%) per annum from the date the payments were first made, namely _____ [insert date of Interim Payment/ payment to lessor/ owner] to the date of my payment to the Canadian Pork Council, as directed y the Canadian Pork Council, should I breach any of the covenants of the preceding paragraphs, 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.

5. 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 Subsequent Owner/Lessee

Name of Witness: _____

Name: _____

Address: _____

Phone number: _____

Fax number: _____

Email: _____