

## ADDENDUM AGREEMENT

Entered into by and between

### THE MUNICIPALITY OF STELLENBOSCH

Herein represented by David Peter Daniels  
In his capacity as Municipal Manager  
He being duly authorized thereto  
(Hereinafter referred to as "the Municipality")

AND

### ANDRE VAN NIEKERK

Herein represented by Andre van Niekerk  
In her capacity as Director: Engineering Services  
He being duly authorized thereto  
(Hereinafter referred to as "the Employee")

**WHEREAS** the **Municipality** and the **Employee** entered into an employment agreement on 1 July 2010;

**WHEREAS** the Employee is entitled to an inclusive annual remuneration package which inclusive remuneration package includes the annual performance bonus;

**WHEREAS** the Employee is eligible to be considered for a performance bonus to a maximum of the inclusive annual remuneration package which performance bonus may be paid to the Employee after the end of a financial year and only after an evaluation of performance and approval of such evaluation by the Municipal Council, as a reward for outstanding performance;

**AND WHEREAS** details of this process and the implementation thereof will be contained in the Performance Agreement and guideline document;

**WHEREAS** the **Municipality** and the **Employee** agreed to amend certain of the terms and conditions of the employment agreement entered between them on 1 July 2010.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. That the reference in clause 5.1 of the Fixed Term Contract of Employment to "The inclusive annual remuneration package includes the annual Performance Bonus" be deleted.
2. That the inclusive annual remuneration package shall include a Bonus to a maximum of 9% (percent);
3. That the Employee undertake and agree that he will only be entitled to the 9% Bonus agreed herein;

Handwritten signatures and initials at the bottom right of the page, including a large signature that appears to be 'André van Niekerk' and several other initials.

4. That clause 6 of the Employment Agreement referring to Performance Bonus be deleted in its entirety.
5. For the purpose of this agreement the reference to the all inclusive remuneration package will form the basis upon which all future calculations shall be determined upon.

SIGNED AT **STELLENBOSCH** ON THIS 13<sup>th</sup> DAY OF SEPTEMBER 2010.

AS WITNESSES:

1.  

MARK BOLTON  
(Name in capital letters)

2. 

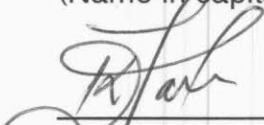
SILVIA PRETORIUS  
(Name in capital letters)

SIGNED AT **STELLENBOSCH** ON THIS 13 DAY OF SEPTEMBER 2010.

AS WITNESSES:

1.  

ANNELONE ROOIFONTEIN  
(Name in capital letters)

2. 

KEITH FORD  
(Name in capital letters)