

MEMORANDUM RELATING TO THE LAST WILL AND TESTAMENT OF
FORMER PRESIDENT NELSON MANDELA

1. INTRODUCTION

- 1.1. In view of the extensive public interest in the Will of the former President Nelson Rolihlahla Mandela ("**Mandela**") following his death on 5 December, 2013 the executors have decided to prepare an executive summary relating to the Will and the winding-up of the estate.
- 1.2. The purpose of this document is to provide the executive summary referred to in paragraph 1.1 above
- 1.3. The executors are in favour of full transparency in handling the estate. They do, however, wish to achieve an optimum reconciliation between this objective of transparency with the objective of efficiency in the winding-up of the estate and obviating unnecessary and ongoing extensive enquiries relating to the contents of the Will and the winding-up of the estate. In this spirit, and with this objective in mind, the executors have caused this executive summary to be prepared. In addition to dealing with the contents of the Will the executors propose to institute certain procedures to deal with enquiries and related issues.
- 1.4. Finally, by way of introduction, the executors wish to stress that :-
 - 1.4.1. this executive summary is precisely that, i.e. a summary, and does not purport to be a full exposition of the Will;
 - 1.4.2. they are simply seeking to achieve the objectives set out in paragraph 1.3 above and they do not wish to frustrate any person's legal rights of access to the Will.
- 1.5. The executors and administrators will be responsible for the winding-up of the estate in accordance with applicable South African law. The executors and administrators will not be involved in issues of customary law particularly insofar as concerns matters of status within the family.

2. **WILL OF FORMER PRESIDENT MANDELA**

- 2.1. Former President Mandela duly executed a Will on 12 October 2004 and a Codicil thereto on 7 September 2005. A second Codicil was executed on 9 September 2008.
- 2.2. The aforementioned Will and Codicils have been lodged with the Master of the High Court (the "**Master**"). This has been done together with the lodgement of all other legally required documentation.
- 2.3. The Master has accordingly registered the estate and duly appointed the executors nominated in the Will. Letters of executorship have been duly issued by the Master.

3. **APPOINTMENT OF EXECUTORS AND ADMINISTRATORS**

- 3.1. The persons appointed as executors and administrators in terms of the Will are :-
 - 3.1.1. Deputy Chief Justice Dikgang Moseneke;
 - 3.1.2. Judge President Themba Sangoni; and
 - 3.1.3. Advocate George Bizos SC.
- 3.2. The persons referred to in paragraph 3.1 above have been duly appointed by the Master.
- 3.3. Former President Mandela expressed the earnest wish in his Will that his executors and administrators should in respect of any important decisions and on the needs of his family from time to time consult (but no more than a wish and without fettering the executors and administrators in the performance of their functions and exercise of their powers) with:-
 - 3.3.1. Mrs Graca Machel;
 - 3.3.2. Mr Makgatho Lewanika Mandela (who has since passed away);
 - 3.3.3. Ms Makaziwe Amuah Mandela; and
 - 3.3.4. Ms Zenani Mandela Dlamini.

4. **PROCEDURE FOR THE WINDING-UP OF THE ESTATE**

- 4.1. In order to assist the executors in the day to day performance of their statutory functions they have appointed :-

4.1.1. attorneys ENS as represented by Michael Katz; and

4.1.2. attorneys Ledwaba Mazwai as represented by Metja Ledwaba.

4.2. Naturally the executors will retain full responsibility for the performance of their statutory duties and for taking decisions vested in them in terms of the Will.

4.3. In order to enhance the efficiency of the winding-up of the estate all enquiries relating to the Will or the estate should be directed in the first instance to :-

4.3.1. Michael Katz

Email : mkatz@ensafrica.com

Mobile : +2783 680 2060

Landline +2711 269 7700

or

4.3.2. Metja Ledwaba

Email : metjal@lmz.co.za

Mobile : +2783 227 8243

Landline : +2712 346 7313.

4.4. Michael Katz AND Metja Ledwaba will on a day to day basis act as intermediaries between stakeholders, interested parties and others, and the executors and administrators.

5. DEVOLUTION OF THE MANDELA ESTATE

5.1. The devolution of the Mandela estate is set out in **Schedule "1"** attached hereto. The pages forming part of Schedule "1" are copies of the relevant pages in the Will.

5.2. It is pointed out that :-

5.2.1. paragraph 4.1 deals with bequests to the children and grandchildren with former President Mandela's first wife Everlyne Mandela;

- 5.2.2. paragraph 4.2 deals with bequests to the children, grandchildren and great-grandchildren with former President Mandela's second wife Winnifred Nomzamo Mandikizela Mandela;
 - 5.2.3. paragraph 4.3 deals with the bequests to former President Mandela's third wife Mrs Graca Machel. In this regard it is pointed out that the marriage between former President Mandela and Mrs Machel was in community of property. Accordingly the bequest to Mrs Machel of the specified assets (as described in Annexure "A" to the Will which is attached hereto as **Schedule "2"**) is subject to the suspensive condition that within 90 days after the date of Mandela's death Mrs Machel irrevocably and unconditionally agrees in writing to waive all and any rights which she may have in and to the Mandela estate;
 - 5.2.4. paragraph 4.4 deals with bequests to staff;
 - 5.2.5. paragraph 4.5 deals with properties. In this regard it is pointed out that paragraph 4.5.2 has been replaced by the first Codicil which is attached marked **Schedule "3"**. The first Codicil has been replaced by the second Codicil which is attached marked **Schedule "4"**;
 - 5.2.6. paragraph 4.6 deals with bequests to schools and institutions;
 - 5.2.7. paragraph 4.7 deals with bequests to the NRM Family Trust;
 - 5.2.8. paragraph 5 appoints The NRM Family Trust, The Mandela Trust, and The Nelson Mandela Trust to be the residuary heirs in equal shares of the residue of the estate.
- 5.3. The African National Congress is dealt with in paragraph 4.7.2. There is a bequest contained therein to The NRM Family Trust of the royalties owing to former President Mandela or his estate. Furthermore, there is a direction that the trustees of The NRM Family Trust should at their sole discretion, consider paying, subject to availability of funds, a minimum of 10% and a maximum of 30% of the royalties to the African National Congress. The royalty payments must be used at the discretion of the African National Congress Executive Committee for the purpose of recording and/or disseminating information on The African National Congress principles and policies since 1912, particularly on the policies and principles of reconciliation amongst the people of South Africa.
- 5.4. It is pointed out that the executors have ascertained that there appears to be an incorrect spelling of the two schools referred to in paragraphs 4.6.1.1 and 4.6.1.2. More particularly :-

- 5.4.1. in paragraph 4.6.1.1 the reference to "Clarke Institution" should be a reference to "Clarkebury High School"; and
- 5.4.2. in paragraph 4.6.1.2 the reference to "Hilltown Institution" should be a reference to "Healdtown Comprehensive High School".

6. **CONCLUSION**

The executors and administrators hope that the procedures that have been adopted by them as set out herein will result in the expeditious and efficient winding-up of the estate and its devolution in accordance with the wishes of former President Mandela.

Signed at _____ on ____ February 2014.

DEPUTY CHIEF JUSTICE DIKGANG MOSENEKE

JUDGE PRESIDENT THEMBA SANGONI

ADVOCATE GEORGE BIZOS SC

Schedule "1"

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procedure shall apply whenever any substitute or successor or subsequent successor in terms of this clause 3 4 ceases to act

4 BEQUESTS

4.1. Children and grandchildren with and from my first wife

4.1.1. Children with my first wife

I record that -

4.1.1.1. I have already advanced to MAKGATHO LEWANIKA MANDELA US\$300,136.00 (three hundred thousand one hundred and thirty six United States dollars). If and to the extent that he has an obligation to repay this amount, then I bequeath to him so many rands as will result in a set-off of this obligation;

4.1.1.2. I have already advanced to MAKAZIWE AMUAH MANDELA US\$300,068.00 (three hundred thousand and sixty eight United States dollars). If and to the extent that she has an obligation to repay this amount, then I bequeath to her so many rands as will result in a set-off of this obligation.

4.1.2. Grandchildren from my first wife

4.1.2.1. I bequeath to -

(a) THE NRM FAMILY TRUST - the rand equivalent of US\$300,000.00 (three hundred thousand United States dollars), subject to the trustees of such trust agreeing to use the capital and interest of such amount for the benefit of MANDLA MANDELA as they in their discretion, after consultation with his father, deem appropriate and necessary from time to time;

AS WITNESSES:

1. J.M. Sammel

2. [Signature]

[Signature]

- (b) THE NRM FAMILY TRUST – the rand equivalent of US\$300,000 00 (three hundred thousand United States dollars), subject to the trustees of such trust agreeing to use the capital and interest of such amount for the benefit of NDABA MANDELA as they in their discretion, after consultation with her father, deem appropriate and necessary from time to time;
- (c) MBUSO MANDELA – the rand equivalent of US\$300,000,00 (three hundred thousand United States dollars);
- (d) ANDILE MANDELA - the rand equivalent of US\$300,000 00 (three hundred thousand United States dollars),

being the children of MAKAGATHO LEWANIKA MANDELA.

4 1.2.2. I bequeath to –

- (a) DUMANI MANDELA - R100 000,00 (one hundred thousand rand);
- (b) TUKWINI MANDELA - R100 000,00 (one hundred thousand rand);
- (c) ADJAO AMUAH - R100 000,00 (one hundred thousand rand);
- (d) KWEKU AMUAH - R100 000,00 (one hundred thousand rand),

being the children of MAKAZIWE AMUAH MANDELA.

AS WITNESSES:

1. J-H Sammel
2. [Signature]

Mandela

4 1 2 3 I record that --

- (a) I have already advanced to NDILEKA MANDELA US\$300,204.00 (three hundred thousand two hundred and four United States dollars). If and to the extent that she is an obligation to repay this amount, then I bequeath to her so many rands as will result in a set-off of this obligation;
- (b) I have already advanced to NANDI MANDELA US\$300,137.00 (three hundred thousand one hundred and thirty seven United States dollars). If and to the extent that she has an obligation to repay this amount, then I bequeath to her so many rands as will result in a set-off of this obligation,

being the children of THEMBEKILE MANDELA.

4.2 Children, grandchildren and great-grandchildren with and from my second wife

4.2.1. Children with my second wife


I record that-

4.2.1.1. I have already advanced to ZENANI MANDELA DLAMINI the rand equivalent of US\$300,000.00 (three hundred thousand United States dollars). If and to the extent that she has an obligation to repay this amount, then I bequeath to her so many rands as will result in a set-off of this obligation;

4.2.1.2 I have already advanced to ZINDZISWA MANDELA an amount of \$300,000.00 (three hundred thousand United States dollars). If and to the extent that she has an obligation to repay this amount,

AS WITNESSES:

1. J.M. Saurma

2. 

M Mandela

then I bequeath to her so many rands as will result in a set-off of this obligation

4.2.2. Grandchildren from my second wife

4.2.2.1 I bequeath to -

- (a) ZINHLE MANDELA – R100 000,00 (one hundred thousand rand);
- (b) ZAZIWE MANDELA – R100 000,00 (one hundred thousand rand);
- (c) ZAMASWAZI MANDELA – R100 000,00 (one hundred thousand rand),

being the children of ZENANI MANDELA DLAMINI.

4.2.2.2. I bequeath to -

- (a) BAMBATHA MANDELA -- R100 000,00 (one hundred thousand rand), subject to clause 4 2 4;
- (b) ZONDWA GADAFFI MANDELA - R100 000,00 (one hundred thousand rand), subject to clause 4 2.4;
- (c) ZWELABO MANDELA - R100 000,00 (one hundred thousand rand), subject to clause 4.2 4;
- (d) ZOLEKA MANDELA - R100 000,00 (one hundred thousand rand), subject to clause 4 2.4,

AS WITNESSES:

1.

J. H. Sanna

2.

[Signature]

M. Mandela

being the children of ZINDZISWA MANDELA.

4.2.3 Great-grandchildren from my second wife

I bequeath to ZOZUKO MANDELA – R100 000,00 (one hundred thousand rand), being the child of ZAMAZWAZI MANDELA.

4.2.4. I hereby direct that the bequests made in terms of clauses 4.2.2.2(a); 4.2.2.2(b), 4.2.2.2(c) and 4.2.2.2(d), being the bequests made to ZINDZISWA MANDELA's children, be paid to my third wife and failing her, my administrators, in trust, who shall from time to time pay to such legatees the interest and/or capital of such amounts, at the discretion of my third wife or my administrators, as the case may be, taking into account the personal needs of such legatees and their children for their general maintenance and education.

4.3. Third wife

4.3.1 I bequeath to my third wife the specified assets, subject to the suspensive condition that within 90 (ninety) days after the date of my death, my third wife irrevocably and unconditionally agrees in writing to waive all and any rights which she may have in and to my estate.

4.3.2. Children of my third wife born from her marriage to the late President Samora Machel


- Subject to the fulfilment of the suspensive condition referred to in clause 4.3.1, I bequeath to -

4.3.2.1. JOSINA MACHEL – R3 000 000,00 (three million rand); and

4.3.2.2. MALENGANE MACHEL – R3 000 000,00 (three million rand).

AS WITNESSES:

1. J.M. Erasmus

2. 



4.3.3. Children born from the previous marriage of the late President Samora Machel

Subject to the fulfilment of the suspensive condition referred to in clause 4.3.1 and subject to clause 4.3.4, I bequeath to -

4.3.3.1. JOSELINA MACHEL - R100 000,00 (one hundred thousand rand);

4.3.3.2. SAMORA JUNIOR MACHEL - R100 000,00 (one hundred thousand rand);

4.3.3.3. MANTHYANE MACHEL - R100 000,00 (one hundred thousand rand);

4.3.3.4. ATWANE MACHEL - R100 000,00 (one hundred thousand rand);

4.3.3.5. TURILA MACHEL - R100 000,00 (one hundred thousand rand);
and

4.3.3.6. OLIVIA MACHEL - R100 000,00 (one hundred thousand rand).

4.3.4. I hereby direct that the bequests made in terms of clause 4.3.3 be paid to my third wife and failing her, my administrators, in trust, who shall from time to time pay to such legatees the interest and/or capital of such amounts, at the discretion of my third wife or my administrators, as the case may be, taking into account the personal needs of such legatees and their children for their general maintenance and education

4.4 Staff

In consideration for the personal service I have received from the below-mentioned persons,

AS WITNESSES:

1. J. H. Summer

2. [Signature]

[Signature]

the net income of such trust pay all assessment rates and other municipal charges and fees payable from time to time in respect of the Houghton property, all contributions, levies, fees and charges payable in respect of the shares in ITERELE INVESTMENTS (PROPRIETARY) LIMITED and related use and occupation rights, the costs of administering ITERELE INVESTMENTS (PROPRIETARY) LIMITED which are not paid out of such company's own resources and for which they may be liable and all insurance premiums payable in respect of the insurance of the Houghton property against fire and similar hazards and maintain the Houghton property in good order and condition. This is intended to ensure that I have treated all my children equally and fairly. I also wish that he should live in the house together with his children during his lifetime and that the trustees of the NRM FAMILY TRUST decide for what special purpose the house may be used thereafter in perpetuity. It is my wish that it should also serve as a place of gathering of the MANDELA family in order to maintain its unity long after my death.

4.5.3. Qunu Property

I bequeath the Qunu Property and the movable assets of my estate in or on it at the time of my death, to THE NRM FAMILY TRUST. It is my wish that the trustees of THE NRM FAMILY TRUST administer the Qunu Property for the benefit of the MANDELA family and my third wife and her two children, MALENGANE MACHEL and JOSINA MACHEL. The Qunu Property should be used by my family in perpetuity in order to preserve the unity of the MANDELA family.

4.5.4. Umtata Properties

4.5.4.1. I bequeath to THE NRM FAMILY TRUST the property situated at

AS WITNESSES:

1. J. N. Summers

2. [Signature]

Umtata

No 54 Wesley Street, Umtata, being certain piece of land being the Remainder of Erf No 598 King Sabta Dlindebo, Municipality Umtata, measuring one thousand two hundred and thirty nine(1 239) square metres, held under Title Deed No T531/1995 registered in the name of NELSON ROLIHLAHLA MANDELA and the movable assets of my estate in or on it at the time of my death.

4.5.4.2 I am interested in purchasing the land adjoining the Umtata properties registered in my name and that of THE NRM FAMILY TRUST. Should I not acquire it during my lifetime, I direct the trustees of THE NRM FAMILY TRUST to attempt to acquire such land. It is my wish that the farming operations in Qunu and outside Umtata continue after my death and that THE NRM FAMILY TRUST continue to employ the manager now running the operations and to find suitable persons should he no longer be available to do it.

4.6. Schools and Institutions

4.6.1 I bequeath to the following schools and institutions of learning which I have attended in my lifetime, the following amounts which are to be used by the governing body/appropriate authority of the institution for scholarships and bursaries -

4.6.1.1. CLARKE INSTITUTION in the district of Ngcobo in the Transkei - R100 000,00 (one hundred thousand rand);

4.6.1.2 HILLTOWN INSTITUTION in the district of Fort Beaufort -

AS WITNESSES:

1.

J. N. Sammer

2.

[Signature]

Mandela

R100 000,00 (one hundred thousand rand);

4.6.1.3. FORT HARE UNIVERSITY - R100 000,00 (one hundred thousand rand); and

4.6.1.4. THE UNIVERSITY OF THE WITWATERSRAND - R100 000,00 (one hundred thousand rand)

4.6.2. I am particularly concerned about the educational needs of the children of Qunu in respect of scholarships and bursaries. To this extent, I hereby bequeath the sum of R100 000,00 (one hundred thousand rand) to QUNU SECONDARY SCHOOL which bequest must be used for scholarships and bursaries for the QUNU SECONDARY SCHOOL pupils.

4.6.3. In view of me having lived in Orlando West, Soweto, I hereby direct and bequeath the sum of R100 000,00 (one hundred thousand rand) to ORLANDO WEST HIGH SCHOOL to be primarily used for scholarships and bursaries. The bequest is made in consideration of the role the pupils of ORLANDO WEST HIGH SCHOOL and its teachers played in the struggle for the liberation of South Africa

4.7. THE NRM FAMILY TRUST

4.7.1. I bequeath to THE NRM FAMILY TRUST R1 500 000,00 (one million five hundred thousand rand)

4.7.2. I also bequeath to THE NRM FAMILY TRUST the royalties. I direct that the trustees of THE NRM FAMILY TRUST should at their sole discretion, consider paying, subject to availability of funds, a minimum of 10% (ten per cent) and maximum of 30% (thirty per cent) of the royalties to the AFRICAN NATIONAL

AS WITNESSES:

1. J. H. Gomme

2. [Signature]

[Signature]

4.8.3.1 if and to the extent that it is an asset held by any of my trusts, the bequest must be understood as a wish that the trust concerned give effect to it; and

4.8.3.2 the bequest otherwise falls away and if and to the extent that it does so, it is my wish that my trusts take into account that full effect has not been given to all my wishes.

5. APPOINTMENT OF HEIRS

I appoint my trusts to be the heirs in equal shares of the residue of my estate.


Schedule "2"

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ANNEXURE A - SPECIFIED ASSETS

- 1 The house in Armando Tivane, 1960, Maputo
- 2 The house on Antonio Bocarro, 106-114 Maputo
3. The house in Maputo on Avenue do Zimbabwe
4. The property in Chilembene.
5. The contents of whatever nature in the above four properties, including artworks and artefacts, however they may have been acquired
6. All the motor vehicles of the joint estate which are, at the time of my death –
 - 6.1 either normally kept in-Mozambique; or
 - 6.2 normally used by my third wife.
7. All jewellery in possession of my third wife
8. All the moneys in the accounts of any banking or other institutions, which accounts are registered in the name of my third wife.
9. From the Houghton property, such artefacts or works of art that my third wife, in her discretion, may wish to take therefrom.

AS WITNESSES:

1. J. N. Sumner
2. 

Mandela

CODICIL TO LAST WILL AND TESTAMENT OF

NELSON ROLIHLAHLA MANDELA

Declaration:

I NELSON ROLIHLAHLA MANDELA hereby make the following codicil to my last Will executed by me at Johannesburg on 12. October 2004.

1. I hereby cancel paragraph 4.5.2 of my said Will and substitute it with the following:

1.1. Houghton property

I bequeath my shares in and claims against ITERELE INVESTMENTS (PROPRIETARY) LIMITED and the movable assets of my estate in or on the Houghton property at the time of my death to THE NELSON MANDELA TRUST. It must grant or procure the grant of the right to occupy the Houghton property, free of any consideration, to MANDLA DALIBUNGA SIZWE MANDELA. The trustees of THE NELSON MANDELA TRUST shall out of the net income of such trust pay all assessment rates and other municipal charges and fees payable from time to time in respect of the Houghton property, all contributions, levies, fees and charges payable in respect of the shares in ITERELE INVESTMENTS (PROPRIETARY) LIMITED which are not paid out of such company's own resources and for which they may be liable and all insurance premiums payable in respect of the insurance of the Houghton property against fire and similar hazards and maintain the Houghton property in good order and condition. I also wish that he should live in the house together with his siblings during his lifetime and that the trustees of THE NELSON MANDELA TRUST decide for what special purpose the house may be used thereafter in perpetuity. It is my wish that it should also serve as a place of gathering of the MANDELA family in order to maintain its unity long after death.

AS WITNESS:

1. Maidos

Mandela
TESTATOR

2. W. Stobet

2. I, NELSON ROLIHLEHLA MANDELA, being in health of body and of sound and disposing mind, memory and understanding, and capable of doing any act that requires thought, judgment and reflection, do hereby declare this to be a Codicil to my original Last Will and Testament, the latter of which is dated the 12 October 2004

3. ~~IN WITNESS WHEREOF~~ I have hereunto set my hand at JOHANNESBURG on this the 7th day of September 2005, in the presence of the undersigned witnesses, who in my presence and in the presence of each other, all being present at the same time, have hereunto subscribed their names as witnesses.

4. No Further Amendments

All the remaining provisions of my said Will remain unchanged.

AS WITNESS:

1. Maidoo
2. Robert

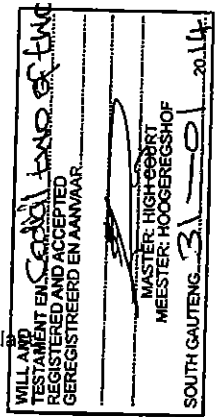
Mandela
TESTATOR

W2645/2014

CODICIL TO LAST WILL AND TESTAMENT OF
NELSON ROLIHLAHLA MANDELA

Declaration:

I NELSON ROLIHLAHLA MANDELA hereby make the following codicil to my last Will and Testament
Will executed by me at Johannesburg on 12 October 2004.



1. I hereby cancel and revoke the last codicil executed by me on the 7th September 2005 in relation to paragraph 4.5.2 of my Will and substitute it with the following: -

1.1. Houghton Property

I bequeath my shares in and claims against ITERELE INVESTMENTS (PROPRIETARY) LIMITED and the movable assets of my estate in or on the Houghton property at the time of my death to THE NELSON MANDELA TRUST. It is my wish that the following grandchildren:- NDABA MANDELA, MBUSO MANDELA and ANDILE MANDELA should live on the Houghton Property free of any consideration for their lifetime until the Trustees of the NELSON MANDELA TRUST after consultation with the MANDELA and MACHEL family decide otherwise. The Trustees of the NELSON MANDELA TRUST shall from time to time allow other MANDELA and MACHEL family members to visit the Houghton Property and to stay for such period of time as shall be cordially agreed between the Trustees of the NELSON MANDELA TRUST and the MANDELA and MACHEL families. The trustees of THE NELSON MANDELA TRUST shall out of the net income of such trust pay all assessment rates and other municipal charges and fees payable from time to time in respect of the Houghton Property, all contributions, levies, fees and charges payable in respect of the shares in ITERELE INVESTMENTS (PROPRIETARY) LIMITED which are not paid out of such company's own resources and for which they may be liable and all insurance premiums payable in respect of the insurance of the Houghton property against fire and

AS WITNESS:

1. Adaugu
2. [Signature]

N Mandela
TESTATOR

similar hazards and maintain the Houghton property in good order and condition. It is also my wish that the Trustees of the NELSON MANDELA FAMILY should after consultation with the MANDELA and MACHEL family decide for what special purpose the house may be used thereafter in perpetuity. It is my wish that it should also serve as a place of gathering of the MANDELA and MACHEL family in order to maintain its unity long after death.

2. I, NELSON ROLIHLAHLA MANDELA, being in health of body and of sound and disposing mind, memory and understanding, and capable of doing any act that requires thought, judgment and reflection, do hereby declare this to be a Codicil to my original Last Will and Testament, the latter of which is dated the 12 October 2004.

3. IN WITNESS WHEREOF I have hereunto set my hand at JOHANNESBURG on this the 9 day of September 2008, in the presence of the undersigned witnesses, who in my presence and in the presence of each other, all being present at the same time, have hereunto subscribed their names as witnesses.

4. **No Further Amendments**

All the remaining provisions of my said Will remain unchanged.

AS WITNESS:

1. Asaugh

2. [Signature]

Mandela
TESTATOR