

Directive to Physicians and Family or Surrogates (Living Will)

Advance Directives Act (see §166.033, Health and Safety Code)

Directive to Physicians and Family or Surrogates / 05-2024 Page 1

Directive

I, Robert Charles Seitzberg III, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care or treatment decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible.

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of medical care:

I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible.

Additional requests:

None

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If I do not have a Medical Power of Attorney, and I am unable to make my wishes known, I designate the following person(s) to make health care or treatment decisions with my physician compatible with my personal values:

Name: Eric Wootton

Address: 12829 N 39th Ln, Phoenix, AZ 85029, USA

Phone: 602-509-0410

If the above persons are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas.

If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort.

Prior Designations Revoked:

I revoke any prior living will.

Duration:

This directive will remain in effect until I revoke it. No other person may do so.

Definitions:

"Artificially administered nutrition and hydration" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the gastrointestinal tract.

"Irreversible condition" means a condition, injury, or illness:

1. that may be treated, but is never cured or eliminated;
2. that leaves a person unable to care for or make decisions for the person's own self; and
3. that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"Life-sustaining treatment" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificially administered nutrition and hydration. The term does not include the administration of pain management medication, the performance of a medical

procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"Terminal condition" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

Signature Acknowledged Before Notary

I sign my name to this durable general power of attorney on July 13, 2024 at Austin, TX.



Robert Charles Seitzberg III

07/13/2024

Written Date

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on 7/13/24 by Robert Charles Seitzberg III.

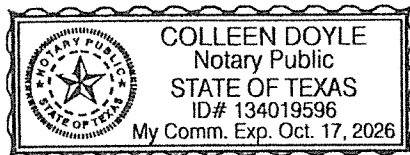

Notary Public, State of Texas

Notary's printed name:

Colleen Doyle

My commission expires:

Oct 17, 2026



Medical Power of Attorney Designation of Health Care Agent (MPOA) Of Robert Charles Seitzberg III

I, Robert Charles Seitzberg III, being an adult of sound mind do appoint and authorize:

Name: Eric Wootton

Address: 12829 N 39th Ln, Phoenix, AZ 85029, USA

Phone: 602-509-0410

As my agent and attorney-in-fact to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney, which is a durable power of attorney, takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

Limitations On The Decision-Making Authority Of My Agent Are As Follows:

I further delegate to the person I name as my agent the authority to make any and all health care decisions for me in accordance with my wishes, including decisions based on my religious and moral beliefs, when I am unable to make these decisions for myself. The term "health care" encompasses any treatment, service, or procedure to maintain, diagnose, or treat my physical or mental condition. My agent has the authority to consent to, refuse, or withdraw consent for medical treatment, and may decide on the withdrawal or withholding of life-sustaining treatment. However, my agent may not consent to voluntary inpatient mental health services, convulsive treatment, or psychosurgery. A physician must comply with my agent's instructions or allow me to be transferred to another physician.

I further delegate to my agent and attorney-in-fact the power and authority to select, employ and discharge health care personnel, such as physicians, nurses, therapists, home health care providers and other medical professionals, and to contract in my name and on my behalf all health services, including without limitation medical, nursing and hospital care, as my agent and attorney-in-fact may deem appropriate. I confirm that I shall be and remain personally liable for the payment of all such care and services to the same extent as if I had personally contracted therefor.

The original of the document is kept at:

Name: Eric Wootton

Address: 12829 N 39th Ln, Phoenix, AZ 85029, USA

Phone: 602-509-0410

The following individuals or institutions have signed copies:

Not specified

Duration:

This durable power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make healthcare decisions for myself.

(If Applicable) This power of attorney ends on the following date:

Not applicable

Prior Designations Revoked:

I revoke any prior medical power of attorney.

Disclosure Statement:

This document may not be altered or amended. Any changes must be made by executing a new medical power of attorney.

If desired, I may designate an alternate agent to serve in the event that my primary agent is unwilling, unable, or ineligible to act on my behalf. An alternate agent, if designated, holds the same authority as the primary agent to make health care decisions for me.

All actions of my agent and attorney-in-fact under this directive during any period when I am unable to make or communicate health care decisions or when there is uncertainty whether I am dead or alive have the same effect on my heirs, devisees and personal representatives as if I were alive, competent and acting for myself.

If any provision of this document is held to be invalid or unenforceable, the remainder of the document shall continue in full force and effect.

Signature Acknowledged Before Notary

I sign my name to this durable general power of attorney on July 13, 2024 at Austin, TX.



Robert Charles Seitzberg III

07/13/2024

Written Date

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on 07/13/24 by Robert Charles Seitzberg III.

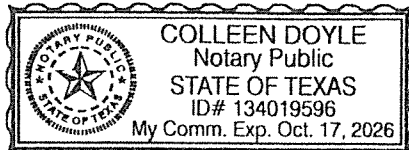

Notary Public, State of Texas

Notary's printed name:

Colleen Doyle

My commission expires:

Oct 17, 2026



Last Will & Testament

Of

Robert C. Seitzberg III

I, **Robert C. Seitzberg III**, a resident of the state of Texas, make, publish and declare this to be my last will and testament, revoking all wills and codicils at any time heretofore made by me.

FIRST: I direct that the expenses of my last illness and funeral, the expenses of the administration of my estate, and all estate, inheritance and similar taxes payable with respect to property included in my estate, whether or not passing under this will, and in any interest or penalties thereon, shall be paid out of my residuary estate, without apportionment and with no right of reimbursement from any recipient of any such property.

SECOND: I direct that all monetary assets to include cash, stocks, bonds, annuities, cryptocurrencies, real estate and the like that remain after final expenses, burial / cremation requests, administrative expenses, creditor's claims, and other dispositions' specific, demonstrative, and general bequests should be liquidated and donated to Thorn in a manner described on their donation page which can be found on their website.

<https://www.thorn.org/>

THIRD: I direct that all physical assets left after general bequests including clothing, electronics, furniture, bicycles, and the like should be donated to a local Goodwill organization.

<https://www.goodwill.org/>

FOURTH: I direct that all motor vehicles should be donated to Vehicles for Veterans or to a similar organization at the sole discretion of the executor.

<https://www.vehiclesforveterans.org/>

FIFTH: I direct that any items of sentimental value including items related to Robert's military service, photos, artwork created by Robert, items and family heirlooms gifted to Robert from his grandparents, parents or other family members, and the like should be distributed evenly amongst the family members who wish to keep these items.

SIXTH: I appoint Eric Wooton who resides at 12829 N 39th Ln, Phoenix, AZ 85029, USA who can be reached by phone at 602-509-0410 to serve as my executor. If Eric Wooton is unable to serve as executor, I name Doug Seitzberg to serve as executor.

SEVENTH: I direct my executor to take all actions legally permissible to have the probate of my will done as simply and as free of court supervision as possible under the laws of the state having jurisdiction over this will, including filing a petition in the appropriate court for the independent administration of my estate. I also grant to my personal representative power to

retain, sell at public or private sale, exchange, grant options on, invest and reinvest, and otherwise deal with any kind of property, real or personal, for cash or on credit; to borrow money and encumber or pledge any property to secure loans; to divide and distribute property in cash or in kind; to exercise all powers of an absolute owner of property; to compromise and release claims with or without consideration; and to employ attorneys, accountants and other persons for services or advice.

EIGHTH: I direct that for purposes of this will a beneficiary shall be deemed to predecease me unless such beneficiary survives me by more than thirty days.

NINTH: I have served in the Armed Forces of the United States. I therefore request that my personal representative make appropriate inquiries to ascertain whether there are any benefits to which I, my dependents or my heirs may be entitled by virtue of any military affiliation. I specifically request that my personal representative consult with a retired affairs officer at the nearest military installation, the Department of Veterans Affairs, and the Social Security Administration.

TENTH: Robert's funeral should be held at Shepherd of the Valley Lutheran Church in Phoenix, AZ (defined as the church that Robert's Grandmother, June Graham, attended during his childhood where she personally spread the ashes of Robert's Great Grandmother and Robert's Papa Gene Graham if the named church, Shepherd of the Valley Lutheran Church, is found to be different).

If it is deemed by the executor unreasonable or impossible to locate this church then the church service should be held at Westside Bible Church in Glendale, AZ.

The pastor presiding over the funeral should be the pastor of Gene and June Graham who shared Diamondback season tickets with Gene and June.

If it is deemed by the executor unreasonable or impossible to locate that pastor then the current pastor of Westside Bible church should preside over the ceremony in their place or a reasonable replacement at the sole discretion of the executor.

If it is deemed by the executor unreasonable or impossible to locate either church then it should be held at CalvaryPHX or another suitable church as deemed reasonable by the executor.

A reasonable effort should be made to inform all former members of Westside Bible Church by mail, phone, social media (including a post on all of Robert's social media profiles under the name of "Robert Seitzberg") and by fliers distributed at any churches attended by former members of Westside Bible Church as is deemed reasonable by the executor.

A rifle volley, taps and flag presentation should accompany the funeral and should be provided by a Marine Corps unit, or if it is deemed by the executor unreasonable or impossible

then by either the American Legion, VFW or applicable veterans organization. The manner in which the rifle volley, taps and flag presentation are handled are in the sole discretion of the executor.

At least one plate of cheese and crackers should be provided at the funeral. The size of said plate or additional food and beverages are at the sole discretion of the executor.

A reasonable effort should be made to inform all former students who graduated from high school with Robert starting with Jared Ellison who can be reached by phone at 623-217-7847.

A reasonable effort should be made to inform all Marines who served in Iraq with Robert starting with Justin Sayre who can be reached by phone at 720-989-3383 and a post should be made in the facebook group "USMC Bulk Fuel Co. C, Phoenix, AZ."

A reasonable effort should be made to inform all Marines who attended bootcamp with Robert starting with the facebook group "Delta 1065 (082500)."

ELEVENTH: Robert's body should be cremated and the executor should find a suitable person to spread his ashes in a manner described as follows:

Within 1 year of the funeral the ashes should be spread as close to the top of Granite Mountain in Prescott, AZ as possible (the top of the mountain being defined as the highest point of the mountain on a topographical map).

If it is deemed by the executor or applicable law unreasonable or impossible to spread the ashes at the top of the mountain then the ashes should be spread within 100 yards of the end of the hiking path up the side of the mountain.

If it is deemed by the executor or applicable law unreasonable or impossible to spread the ashes anywhere at the top of the mountain including at the end of the hiking path then the ashes should be spread at the base of the mountain (defined as the base of the mountain on a topographical map in contrast to the definition that a judge would assign to the surrounding foothills). A person using their common sense should be able to claim that Granite Mountain could be considered the headstone for Robert's remains and not some other smaller stone in the surrounding foothills.

If it is deemed by the executor or applicable law unreasonable or impossible to spread the ashes at the base of the mountain then his ashes should be spread within 100 yards of the ashes of his uncle Randy as can be reasonably located by his other uncle Tom Rooney.

Robert's estate should pay for a stone bench to be placed along the hiking path anywhere between the base and top of Granite Mountain (the base and top as defined as the base and top of the mountain on a topographical map).

If it is deemed by the executor or applicable law unreasonable or impossible then the stone bench should be placed anywhere along the hiking path regardless of the distance from the base of the mountain or in a place deemed reasonable by the executor within the Granite Mountain Wilderness in Prescott, AZ.


The bench should be inscribed with Robert's name "Robert C. Seitzberg III" on the stone or by decision of the executor in a metal plaque or manner deemed reasonable. His Grandfather Robert C. Seitzberg should have his name inscribed on the stone bench as "Robert C. Seitzberg" in a similar manner. Any and all family members by blood or through marriage may choose to have their name inscribed on the bench before or after their deaths as well at their own expense. The words "I like my water wet" should be inscribed in the stone bench in large bold letters and easily readable by hikers on the path.

If it is deemed by the executor or applicable law unreasonable or impossible to spread the ashes in any other manner described above then his ashes should be buried at sea in the same manner as Osama Bin Laden (Osama Bin Laden defined as the man code named "Geronimo" who was defined as the native american whose bones were allegedly stolen by Prescott Bush and other conspirators and held on display at the Skull and Bones "Tomb" on Yale Campus, who while wearing a suicide vest as described on CBS News was killed by former Navy Seal Robert O'Neil who was a part of Seal Team 6 as defined as the seal team that died a few months before... Errrr.... after in the top secret mission "Extortion 17" not having any relation to 17 year old women or Merriam Webster's definition of "EXTORTION", by direct order of the President of the United States Barack Obama who has the authority as described by Navy Seal DJ Shipley on the Shawn Ryan Podcast to order troops to take someone alive NO MATTER WHAT or RETREAT. Osama Bin Laden is not defined as the man named Abu Bakr al-Baghdadi who died as described by President of the United States Donald Trump in his official remarks as the man who quote "reached the end of the tunnel, as our dogs chased him down. He ignited his vest, killing himself and the three children. His body was mutilated by the blast. The tunnel had caved in on it, in addition. But test results gave certain immediate and totally positive identification. It was him." <https://trumpwhitehouse.archives.gov/briefings-statements/remarks-president-trump-death-isis-leader-abu-bakr-al-baghdadi/>).

If it is deemed by the executor or applicable law unreasonable or impossible for the ashes to be buried at sea then it is the executor's sole discretion on what should happen to the ashes.

TWELFTH: If any provision of this document is held to be invalid or unenforceable, the remainder of the document shall continue in full force and effect.

IN WITNESS WHEREOF, I, Robert C. Seitzberg III, sign my name and publish and declare this instrument as my last will and testament this 13th day of July, 2024.



Robert Charles Seitzberg III

07/13/2024

Written Date

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on 7/13/24 by Robert Charles Seitzberg III.



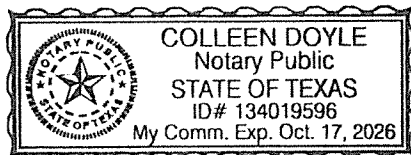
Notary Public, State of Texas

Colleen Doyle

Notary's printed name:

My commission expires:

Oct 17, 2026



Durable General Power of Attorney Of Robert Charles Seitzberg III

I, Robert Charles Seitzberg III, being an adult of sound mind do appoint and authorize:

Name: Eric Wootton

Address: 12829 N 39th Ln, Phoenix, AZ 85029, USA

Phone: 602-509-0410

As my agent and attorney-in-fact to do all acts whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said attorney-in-fact and as permitted by state law, as fully as I could do if personally present and acting, including, but not limited to, the following transactions:

1. REAL PROPERTY TRANSACTIONS
2. PERSONAL PROPERTY TRANSACTIONS
3. BUSINESS TRANSACTIONS
4. BANKING TRANSACTIONS
5. TAX TRANSACTIONS
6. GOVERNMENT DOCUMENT, VOUCHER AND CHECK TRANSACTIONS
7. INSURANCE TRANSACTIONS
8. PERSONAL TRANSACTIONS
9. DIGITAL MEDIA TRANSACTIONS

Date of Execution:

This durable power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

Duration:

This durable power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make healthcare decisions for myself.

Prior Designations Revoked:

I revoke any prior medical power of attorney.

Provisions:

These and other provisions regarding the use of this DURABLE GENERAL POWER OF ATTORNEY are as follows:

DEFINITIONS:

1. **REAL PROPERTY TRANSACTION:** (a) To buy, contract to buy, receive, lease, or otherwise acquire real estate or any options thereon or interests therein; (b) to sell, contract to sell, mortgage, lease, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title or interest; to sign, execute, acknowledge and deliver any and all instruments as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any as my Attorney-in-Fact shall deem advisable; (c) to manage, repair, alter or improve any real estate or structure thereon, owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom.
2. **PERSONAL PROPERTY TRANSACTIONS:** (a) To buy, sell, lease, contract for the repair of, and in any manner deal with any and all personal property, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest; (b) to execute and deliver to the proper authority any and all documents necessary to effect the proper registration and licensing of any automobiles in which I now or may hereafter have an interest; (c) to take possession and order the removal and shipment of any of my property from or to any warehouse, or other place of storage, safekeeping, or use, and to execute and deliver any receipt or other instrument necessary or convenient for such purposes.
3. **BUSINESS TRANSACTIONS:** To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, including, but not limited to, transactions concerning any and all investments, and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the performance of every act needed as my attorney or proxy with respect to any stocks, shares, bonds or other investments, rights or interests.
4. **BANKING TRANSACTIONS:** (a) To deposit or withdraw any moneys in or from any bank or other financial institution, any funds, checks, or other credits which I may own or be entitled to, to endorse, cash and receive the proceeds of any checks, vouchers, or other orders for money, to open or close accounts, to execute instruments, vouchers, notices or other documents from any bank or other financial institution and to pay and make any and all banking transactions in my name or in which I have an interest; (b) to have access for all purposes to any safe deposit boxes or vaults rented in my name or in the name of any person or persons acting with, for, under, with full power to use the same for safe-keeping any property as owners, and to remove therefrom at any time or times all or any part of the contents thereof, with full power (c) to borrow money, with or without security, to execute in my name any instrument evidencing indebtedness incurred by me in said loan and renew the same, as well as any indebtedness heretofore

incurred by me, to do and perform any act necessary or proper to carry out any of the foregoing purposes.

5. TAXES: To file income and all other tax returns and declarations of estimated tax required to be made by law; to represent and act for me in all tax matters in dispute by litigation, agreement, or otherwise, and to make any and all tax elections, claims for abatement, refund, or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements and agreements pertaining to all income or other taxes assessed against me or my property.
6. GOVERNMENT DOCUMENTS, VOUCHERS AND CHECKS: (a) To execute, sign and deliver any and all government reports, applications, requests, vouchers and demands in my behalf, including but not limited to those for any and all allowances and reimbursements properly payable to me by the United States such as the transportation of dependents or for the shipment of household effects or other property as authorized by law or regulations; (b) to receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States for whatever account.
7. INSURANCE TRANSACTIONS: (a) To pay the premiums or terminate, or execute any rights on any contract of insurance presently owned by me or hereafter acquired. (b) to procure different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss; (c) to apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated.
8. PERSONAL TRANSACTIONS: To do all acts necessary for maintaining the customary living standards of my dependents including by way of illustration but not limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities, and other incidentals to which my dependents are accustomed.
9. DIGITAL MEDIA TRANSACTIONS: To do all acts necessary to safeguard my digital media accounts including social media accounts listed under the legal name "Robert Seitzberg" and nicknames "Robert," "Bob," or "Bobby". To ensure no existing posts are deleted or altered in any. To use social media, email or other digital platforms to send messages, add posts, and make replies as is necessary to perform the roles of my attorney-in-fact.

GENERAL PROVISIONS: (a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact"; (b) I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this Power of Attorney. (c) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and

assigns, in consideration of my attorney's willingness to act pursuant to this Power of Attorney, to save and hold my attorney harmless from any loss suffered or any liability incurred by my attorney in so acting after such revocation or termination without notice. Notwithstanding my insertion of a specific expiration date herein, if on the above specified expiration date I shall be, or have been, carried in a status of "missing", "missing-in-action", "kidnapped" or "prisoner of war", this power of attorney shall not be terminated and shall remain valid and in full effect until sixty (60) days following termination of such status.

The original of the document is kept at:

Name: Eric Wootton

Address: 12829 N 39th Ln, Phoenix, AZ 85029, USA

Phone: 602-509-0410

The following individuals or institutions have signed copies:

Not specified

Disclosure Statement:

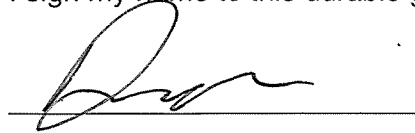
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Signature Acknowledged Before Notary

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Robert Charles Seitzberg III

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STATE OF TEXAS
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Notary Public, State of Texas

Notary's printed name:

Colleen Doyle

My commission expires:

Oct 17, 2026

