

# **EXHIBIT A**

**TRUST INSTRUMENT  
OF THE  
KATHLEEN FLAHARTY TRUST**

This instrument is made in settlement of the following personal injury litigation:  
KATHLEEN FLAHARTY v. HOWMEDICA OSTEONICS CORP. D/B/A STRYKER  
ORTHOPAEDICS; United State District Court, District of Minnesota, Case No. 0:13-cv-  
03310.

This instrument is made in three parts: PART 1 describes the disposition of the trust estate; PART 2 contains provisions relating to trustees; PART 3 contains administrative, tax, and other provisions.

PART 1  
DISPOSITION OF TRUST ESTATE

ARTICLE 1.1 TRUST ESTATE; IRREVOCABLE TRUST

1.1.1 Creation of Trust. This instrument creates the KATHLEEN FLAHARTY TRUST, to be effective on \_\_\_\_\_, 2015. As the foregoing personal injury case (or any subsequent related litigation) is settled on behalf of KATHLEEN FLAHARTY, the applicable settlement proceeds will be added to this trust, and upon receipt by the trustee shall make up the trust estate.

1.1.2 No Ongoing Court Supervision. Unless in conflict with applicable local law or specific Court Order, once settlement proceeds are deposited with the trustee and become part of the trust estate, all trusts created under this instrument shall be administered free from the supervision of any court.

1.1.3 Irrevocable Trust. Unless otherwise subsequently directed by any Court Order, this trust is irrevocable, and no person may revoke, terminate or amend this instrument or any trust created by it in whole or in part, or designate the persons who shall possess or enjoy the income or principal except as provided in this instrument. All questions concerning construction of this instrument shall be resolved accordingly, and all powers and discretion of the trustee shall only be exercisable in a manner consistent with this intent and as necessary to comply with then existing laws.

ARTICLE 1.2 DISPOSITION OF INITIAL TRUST ESTATE

1.2.1 Beneficiaries. KATHLEEN FLAHARTY, also known as June Kathleen Flaharty, born January 1, 1953, shall be the sole beneficiary of this trust.

1.2.2 Discretionary Income and Principal. The trustee shall pay such amount or amounts of income and principal as it may determine, in its discretion, to be necessary or advisable to benefit the trust beneficiary.

1.2.3 Power of Appointment; Disposition at Death. Kathleen shall have power of appointment, to appoint the trust estate remaining at her death.

1.2.4 Final Disposition of Trust Estate. Unless the entire trust estate has been earlier appointed in full or this trust has been terminated under any provision of PART 3, this trust shall be disposed of according to Kathleen's Last Will and Testament.

#### ARTICLE 1.3 CONTINGENT DISPOSITION

If the preceding provisions fail to effect a complete distribution of any portion of any trust estate, the trustee shall distribute that portion to those persons who are living when the distribution is to be made who would be Kathleen's heirs at law. The trustee shall determine the identity of Kathleen's heirs at law and the portions in which they take by applying the laws of intestate succession then in effect in the state where she was domiciled at her death, and need not obtain a judicial determination.

PART 2  
TRUSTEESHIP

ARTICLE 2.1 APPOINTMENT OF TRUSTEES

2.1.1 Appointment of Trustees. Ronald Haines and Denise Haines shall serve as Co-Trustees. If either of them ceases to act as trustee, the other shall serve as trustee. If both of them cease to act as trustee, Jessica McKiddy, shall serve as trustee.

2.1.2 Permissive Appointment. If all successor trustees named in 2.1.1 are deceased, incapacitated, or have ceased to act, any individual acting as sole trustee may appoint a trustee to succeed him or her, and may also appoint a co-trustee to act with him or her. Any appointment of one or more co-trustees shall be deemed an agreement that they, or the survivor(s) of them, shall serve as trustee(s). Any appointment under this paragraph shall be in writing.

2.1.3 Additional Trustees. All trustees then acting, acting by unanimous agreement, may from time to time appoint one or more additional trustees of any trust under this agreement. Any appointment under this paragraph shall be in writing.

2.1.4 Appointment of Independent Trustee. At any time during the administration of this trust, the trustee then acting may appoint an independent trustee, as subsequently defined, to serve with the trustee then acting. In addition, the trustee may appoint an independent trustee at any time one is not then acting. Any such appointment shall be in writing, and may specify an indefinite or limited period of time or scope for the appointment.

2.1.5 Independent Trustee. "Independent trustee" means a trustee (a) who is not a "related or subordinate party" of a beneficiary under any trust created under this instrument within the meaning of Section 672(c) of the Code, and (b) who can otherwise possess or exercise the powers of a trustee of any such trust without causing the income and principal of the trust to be attributed to a beneficiary for federal income, gift or estate tax purposes, and no trustee who is not an independent trustee may possess or exercise any powers granted under this instrument which would have such an effect.

2.1.6 References to Trustee. As the context requires, and except as expressly provided in this instrument, references to the trustee are to any person, or collectively to all persons, who are serving as trustee(s) of any trust created under this instrument from time to time.

## ARTICLE 2.2 RESIGNATION

Any trustee may resign at any time by delivering written notice to me, or after my incapacity or death, to the trust beneficiaries and to my trustee then acting. Any such resignation shall become effective as specified in the notice, but no later than thirty days after delivery of the notice unless the trustee and the person(s) and any other entity(ies) entitled to notice agree otherwise.

## ARTICLE 2.3 REMOVAL

2.3.1 Removal Powers. A trustee may at any time remove a trustee he or she has appointed.

2.3.2 Exercise of Removal Powers; Effective Date. Any removal of a trustee under this Article may be made without cause and without notice of any reason. The person(s) exercising the removal power shall deliver written notice to the trustee to be removed and to any other trustee then acting. Any removal under this Article shall become effective immediately upon delivery of the notice unless the trustee being removed and the person(s) exercising the removal power agree otherwise.

2.3.3 Removal for Cause. Nothing in this Article shall preclude the removal of a trustee for cause at any time by any lawful means.

## ARTICLE 2.4 UNFILLED VACANCY IN TRUSTEESHIP

If all trustees named or appointed under the terms of this instrument cease to act and the preceding provisions fail to provide a successor, and if the unfilled vacancy was created by the exercise of removal powers under this Article, the person or, if more than one, a majority of the persons exercising the removal power shall appoint a successor within thirty days following the date the unfilled vacancy occurs. If no successor is appointed under the preceding provisions, the adult beneficiaries then living shall appoint a successor within sixty days following the date the unfilled vacancy occurs. If no successor is appointed under the preceding provisions, then any beneficiary may request a court of competent jurisdiction to appoint a successor. By making the appointment, the court shall not acquire any jurisdiction over any trust estate or this instrument, except to the extent necessary to make the appointment.

## ARTICLE 2.5 RESTRICTIONS ON REMOVAL AND APPOINTMENT POWERS

Notwithstanding any other provision of this instrument, no person may exercise any discretion over the removal or appointment of any trustee in a manner which would (a) discharge his or her legal obligation to support any beneficiary, (b) benefit him or her in excess of what is necessary for his or her support, maintenance, health, and education, (c)

otherwise defeat the expressed purposes of this trust.

## ARTICLE 2.6 INCAPACITY

If any individual trustee or any person with removal or appointment powers under this PART 2 becomes incapacitated, he or she may no longer exercise those powers or act as a trustee. For purposes of this Article, a person shall be deemed to be incapacitated if, in the opinion of an independent trustee, or if no independent trustee is then acting the person's personal physician, or if the personal physician is not known or is not reasonably available, any physician chosen by the trustee, or pursuant to a court determination, he or she is so incapacitated from illness, age, or other cause that he or she is unable to exercise any such powers or act as a trustee. If in the opinion of the trustee or physician making the determination of incapacity, or pursuant to a court determination, he or she subsequently regains capacity, he or she may once again exercise any such removal or appointment powers, but shall not be restored to the position of trustee unless appointed to that position under the terms of this PART 2.

## ARTICLE 2.7 OTHER PROVISIONS

2.7.1 Trustee's Basic Duties. During the term of the trust, the trustee shall hold, manage, invest, and reinvest the trust estate, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this instrument.

2.7.2 Failure to Qualify; Effective Date of Successor. Any trustee named under this instrument who fails to qualify for any reason shall be deemed to have ceased to act under the provisions of this PART 2. The appointment of any successor trustee shall be subject to acceptance of the appointment by the successor trustee, but upon acceptance shall be effective on the date the trustee which the successor trustee is replacing failed to qualify or ceased to act, unless a different date is permitted under applicable law and agreed to by any other then acting trustees and the trust beneficiaries.

2.7.3 Bond. No bond or surety on bond shall be required from any trustee.

2.7.4 No Court Supervision. Unless in conflict with applicable local law, all trusts created under this instrument shall be administered free from the supervision of any court.

2.7.5 Compensation. A trustee shall be entitled to reasonable compensation for services. With respect to any institutional trustee, such compensation shall be comparable to charges for similar services made from time to time by institutional trustees in the geographic area in which the trust has its principal situs of administration. With respect to any individual trustee, such compensation shall be commensurate with service actually

performed. The trustee also shall be entitled to reimbursement for expenses necessarily incurred in the administration of the trust.

2.7.6 Waiver of Accounting. No trustee need examine the accounts, records, and acts of any previous trustee.

2.7.7 Acts of Other Fiduciaries. No trustee shall be responsible for the acts or omissions of another trustee, or for allowing another trustee to have custody or control of any of the trust assets. At any time an institutional trustee is acting, it shall have custody of the trust assets.

2.7.8 Delegation. A trustee may, by a writing, delegate any powers and discretion to another trustee for a period of one year or less at a time and may renew such delegation from time to time; provided always that any powers and discretion vested exclusively in any particular trustee by specific provisions in this instrument shall not be delegated.

2.7.9 Reports. The trustee shall render periodic reports to any beneficiary of any separate trust, no less frequently than quarterly. Any such report shall set forth the receipts, disbursements, and distributions of both principal and income during the period of accounting, and the invested and uninvested principal and undistributed income at the time of the report. The records of the trustee shall be open at all reasonable times to the inspection of any person entitled to receive reports under this Section, or to such person's duly authorized representative.

PART 3  
ADMINISTRATIVE PROVISIONS AND DEFINITIONS

3.1.1 Fiduciaries Powers Act. The trustee may exercise all the powers in any Fiduciaries' Powers Act or comparable law of the jurisdiction in which any trust created under this instrument has its principal situs of administration, as any such law may be amended after the date of this instrument.

3.1.2 Specific Powers. Consistent with the foregoing, in addition to any powers conferred by law, the trustee is also authorized to do the following:

[1] Hold, Manage. To hold, manage, partition, invest, reinvest, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, contract, hold in nominee form, carry out agreements, insure against usual risks, and to abandon, settle, or contest claims;

[2] Invest. To invest, reinvest, and, to the extent deemed advisable by the trustee, to keep invested the assets of the trust estate, however derived, in stocks (common and preferred, and including shares in investment companies, investment trusts, or mutual funds), bonds, debentures, notes, or any other type of securities, interests, assets, or property, whether real or personal, or in shares or units of participation in common trust funds, or to participate in making investments with others, and in general or limited partnerships;

[3] Form Entities. To form entities such as limited partnerships, corporations, limited liability companies, or other such entities, to transfer trust assets to them, and to take interests as a general or limited partner, member, manager, director, officer, shareholder, or other type of position;

[4] Purchase Life Insurance. To purchase and maintain life insurance on any beneficiary, other than a beneficiary who is acting as trustee, in whom a trust has an insurable interest if the trustee deems such a purchase to be in the best interests of the beneficiary and the protection of his or her assets;

[5] Business. To operate a trade or business, in any form, and to liquidate or dispose of any business at such time and upon such terms as my fiduciaries deem advisable;

[6] Conservation Easement. To grant or convey a “qualified conservation easement,” as defined in the Code, on any real property held as part of the trust estate, or to sell land for conservation purposes or to otherwise engage in actions having a similar purpose or effect;

[7] Deal with Tangible Personal Property. To select, store, safeguard, and insure any tangible personal property distributable to or for the benefit of any minor, disabled person, or person not conveniently available and pay the charges incurred for such purposes out of any funds it is authorized to distribute for such beneficiary under this instrument, and to pay any charges incurred for packing and shipping any item of tangible personal property to a beneficiary entitled to it out of the trust estate as an expense of administering the trust;

[8] Division of Shares, Trusts, and Property. To divide any separate share or trust created under this instrument or any property used to fund or augment any such share or trust into two or more fractional shares and to hold and administer any such separate shares or trusts as separate trusts with identical terms;

[9] Consolidate Separate Shares and Trusts. To hold the assets of any two or more shares or trusts or parts of any such shares or trusts created under this instrument or any other instrument if the share or trust provisions are substantially similar, as an undivided whole, without separation as between the assets of any such shares or trusts or parts of any such shares or trusts except when required for distribution and when other provisions specifically provide to the contrary;

[10] Accounting. To determine all matters of trust accounting in accordance with accepted principles of trust accounting as established by controlling law or customary practices, provided that the trustee may exercise its discretion in allocating receipts and expenditures between principal and income without regard to any applicable statute defining and specifying the disposition of net income, and provided further that any such determination shall balance fairly the interests of any income beneficiary and the remaindermen;

[11] Establish Reserves. To establish reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, obsolescence, and general maintenance of buildings, and other property, and for the equalization of payments to or for beneficiaries entitled to receive income, out of the rents, profits, or other income received;

[12] Delegate. To delegate powers and duties to other persons, partnerships, or corporations without liability for any neglect, omission, misconduct, or default of any such agent, provided the agent was selected and retained with reasonable care;

[13] Deal with Fiduciaries. To purchase from, borrow from, sell to, and generally to deal with any other fiduciaries on behalf of any beneficiary, or with partnerships, corporations, and financial or business organizations in which any such fiduciaries may have an interest;

[14] Release Powers. To release by a writing any power expressly or impliedly conferred upon the trustee under the terms of this instrument;

[15] Scope of Powers. To exercise all powers expressly conferred by or implied under the terms of this instrument without seeking the aid, authorization, order, or approval of any court.

3.1.3 Exercise of Powers. In exercising the powers set forth in this Article and elsewhere in this instrument, the trustee may make such decisions as it deems appropriate in its discretion, and shall be under no duty to adjust the resulting value of the interest of any beneficiary or make any adjustment between principal and income, as a result of its action or decision not to take action.

## ARTICLE 3.2 PRUDENT INVESTOR RULE

To the extent consistent with the laws of the jurisdiction in which any trust created under this agreement has its principal situs of administration, as any such law may be amended after the date of this agreement, the trustee may take any and all actions with respect to investments as set forth in the Uniform Prudent Investor Act as adopted in that jurisdiction or, if the Act has not been adopted, the Prudent Investor Rule as set forth in the 3<sup>rd</sup> Restatement of Trusts, as either may be amended after the date of this agreement. The enumeration of specific investment powers in this PART 3 is not intended to restrict or impair the trustee from applying the prudent investor rule, as set forth in the Act or the Restatement.

## ARTICLE 3.3 TAX AUTHORITY

The trustee may exercise all authorities, elections, or requirements regarding taxes conferred or imposed by law, and may execute all tax returns, pay taxes, interest, and other charges, and deal with tax refunds, interest or credits as it deems necessary, advisable, or in the interest of the trust estate. The trustee may make such decisions as it deems appropriate and shall be under no duty to adjust the resulting value of the interest of any beneficiary or make any adjustment between principal and income.

## ARTICLE 3.4 POWER OF APPOINTMENT

The holder of any special power of appointment granted by this agreement may exercise the power by will, trust agreement, or other writing permitted by law which specifically refers to the power and which is executed on or after the date of this agreement. The holder of the power may, to the fullest extent not prohibited by applicable law:

- [1] Appoint outright or in trust and, if an appointment is made in trust, select the trustee and grant administrative powers to the trustee as the holder of the power of appointment deems appropriate;
- [2] Appoint life interests to any one or more permitted appointees with remainders to others;
- [3] Appoint to a remote permitted appointee even though his or her ancestor is then living;
- [4] Impose lawful conditions or restrictions upon any appointment;
- [5] Appoint different types of interests to different appointees;
- [6] Create new powers of appointment in any appointee;
- [7] Appoint to one or more permitted appointees to the exclusion of others;
- [8] Impose lawful spendthrift restrictions; and
- [9] Generally appoint to the permissible class of appointees in any manner the holder of the power of appointment may determine;

provided that no person who is not a permitted appointee is thereby benefited; and provided always that no appointment shall benefit, directly or indirectly, the holder of the power, the holder's estate or creditors, or the creditors of the holder's estate, or discharge the holder's legal obligation to support any appointee; and further provided that in no event shall the power of appointment extend to any policies of life insurance on the life of the holder of the power or to any proceeds of any such policies.

#### ARTICLE 3.5 TERMINATION OF TRUST

3.5.1 Termination. Any trust created under this instrument shall terminate if [1] all principal is paid out under mandatory or discretionary powers of distribution, [2] the trustee determines in its discretion that the expenses of administration in continuing the trust are greater than its assets warrant, or [3] an independent trustee determines in its discretion that the purposes of the trust can no longer be achieved in light of legal, tax, or other developments. If the trustee determines to terminate a trust under this Article, it shall distribute the remaining assets of the trust estate in equal shares to the then living beneficiaries.

3.5.2 Restriction. No trustee may take any action or exercise any discretion under this Article in a manner which would (a) discharge his or her legal obligation to support any

beneficiary, or (b) benefit him or her in excess of what is necessary for his or her support, maintenance, health, and education.

### ARTICLE 3.6 PROTECTIVE PROVISIONS

To the fullest extent permitted under applicable state law, no beneficiary shall have any right to anticipate, transfer, or encumber any part of such beneficiary's interest in the trust estate, nor shall any part of such beneficiary's interest be liable for such beneficiary's debts or obligations (including alimony or maintenance) or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process, provided that this Article shall neither prevent any beneficiary from exercising any power of appointment granted in this instrument or from disclaiming any interest under this instrument.

### ARTICLE 3.7 SEVERABILITY

If any provision of this instrument is found by a tribunal of competent jurisdiction or in binding arbitration to be unenforceable or invalid for any reason, the attempt shall first be made to read it in a manner which would make it enforceable consistent with the intent of this trust as expressed in this instrument. If no such reading is possible, the provision may be reformed in a legal proceeding in a similar manner. If no such reading or reformation is possible, the offending term shall be deemed stricken and the remainder of this instrument shall continue in effect.

### ARTICLE 3.8 JURISDICTION

3.8.1 Governing Law. The laws of the jurisdiction in which a trust created under this instrument has its principal administrative situs shall govern the operation of this instrument and the interpretation and construction of its terms; provided that, to the extent permitted by local law, questions concerning the validity or meaning of any provision shall be determined by the laws of Colorado. In compliance with applicable law, the trustee, in its discretion, may from time to time change the situs of administration of any trust created under this instrument. Nothing in this instrument shall be construed to require that every separate trust created under this instrument have the same situs.

3.8.2 Compliance With Law of Situs Jurisdiction. This instrument shall be read in a manner which results in compliance with the laws of the situs jurisdiction of any trust created under this instrument, including such matters as activities required to be performed by certain kinds of trustees, the location of trust assets, or the types of assets permitted to be held as part of any trust estate. The trustee may take appropriate action to achieve such compliance, including such actions as converting real property to personal property through the creation of one or more entities and the transfer of real property to them, or the division of any trust estate into one or more separate trusts to create different situs jurisdictions for different types of assets held in separate trusts.

## ARTICLE 3.9 DEFINITIONS AND MISCELLANEOUS PROVISIONS

3.9.1 Trustee and Fiduciaries. Unless a contrary meaning is clearly implied, the word "trustee" and the pronoun "it" refer to the individual or individuals or to the institution or to any combination of them then acting as trustee under this or any other agreement. "Fiduciary(ies)" refers collectively and interchangeably to each and every personal representative, trustee, ancillary fiduciary, or other such fiduciary acting under any other arrangement or agreement. Such words also refer to any successor, including any institution which succeed another by merger, change of name, or otherwise, and the appointment of an institutional trustee or ancillary fiduciary shall be deemed to include the appointment of its successor. "Institutional trustee" means an entity organized under the laws of any state or of the United States which has all requisite legal authority to administer trusts, maintains full-time trust services, and meets the capital and surplus requirements of applicable law.

3.9.2 Beneficiary. Kathleen Flaharty is the Beneficiary of this Trust.

3.9.3 Trust Estate. The trust estate of any trust created under this instrument shall consist of the property contributed to that trust by operation of this instrument or otherwise, and any accrued or undistributed income or gains on such property or any reinvested property. The trust estate of any separate trust shall consist of all property then held in any such trust, including accrued or undistributed income. Any separate share or trust shall be considered as existing at the time a division or allocation is required to be made under this instrument even though such time may be prior to actual funding of any such trust.

3.9.4 Accumulations. Except where expressly provided otherwise in this instrument, any net income of any trust in any trust accounting year which is not disposed of by the terms of any such trust shall be accumulated and shall become a part of trust principal; provided, that no such accumulation of income shall be made if prohibited under applicable state law.

3.9.5 Pronouns, Singular and Plural. As the context requires, pronouns shall refer to any gender or the neuter, words used in the singular shall denote the plural, and words used in the plural shall denote the singular.

3.9.6 Certain Terms Under Uniform Probate Code. The term "by representation" shall have the meaning set forth in the Uniform Probate Code, as adopted under the laws of the situs jurisdiction, if applicable, otherwise as prepared by the National Conference of Commissioners on Uniform State Laws or any successor organization, including amendments after the date of this agreement (such as the passage of UPC II or any further

update) (the “UPC”). The term “descendants” shall have the same meaning as the term “issue” set forth in the UPC.

3.9.7 Other Terms. Unless expressly provided otherwise or the context clearly indicates otherwise, “including” means “including without limitation.”

3.9.8 Code. The word "Code" refers to the Internal Revenue Code of the United States of 1986, as it may be amended from time to time after the date of this instrument, and to any successor law, and references to Chapters or Sections of the Code shall include the provisions of any successor law.

3.9.9 Disclaimers. Any person may disclaim any interest or power established by the terms of this agreement. Any such disclaimer shall be made in accordance with applicable law. I encourage any person making a disclaimer to consider its federal gift tax and other implications.

#### ARTICLE 3.10 ACCEPTANCE OF TRUST

Upon issuance of the Court Order approving this trust in the above-referenced Action in KATHLEEN FLAHARTY v. HOWMEDICA OSTEONICS CORP. D/B/A STRYKER ORTHOPAEDICS; United State District Court, District of Minnesota, Case No. 0:13-cv-03310, the initial trustee appointed in 2.1.1 shall be deemed to have accepted this KATHLEEN FLAHARTY Trust, and to have covenanted that the trust will be executed with all due fidelity in accordance with its terms.