

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 17, 2005

CONMED CORPORATION

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

0-16093
(Commission
File Number)

16-0977505
(I.R.S. Employer
Identification No.)

525 French Road
Utica, New York 13502
(Address of principal executive offices, including zip code)

(315) 797-8375
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On May 17, 2005, CONMED Corporation (the "Company") entered into Amendment No. 3 to the Employment Agreement between the Company and Eugene R. Corasanti dated December 16, 1996 (the "Amendment"). The Amendment relates to new tax rules concerning deferred compensation provided Mr. Corasanti under the Employment Agreement. The Amendment prevents Mr. Corasanti from electing to receive deferred compensation on an accelerated basis for amounts awarded in 2005 or thereafter. A copy of the Amendment is filed as Exhibit 10.1 to this report.

On May 17, 2005, CONMED Corporation entered into an agreement with William W. Abraham to provide lifetime medical coverage. A copy of the agreement is filed as Exhibit 10.2 to this report.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

The following exhibits are included herewith:

Exhibit No. Description of Exhibit

- | | |
|------|---|
| 10.1 | Amendment No. 3 to the Employment Agreement between CONMED Corporation and Eugene R. Corasanti dated December 16, 1996. |
| 10.2 | Agreement with William W. Abraham to provide lifetime medical coverage dated May 17, 2005. |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CONMED CORPORATION
(Registrant)

By: /s/ Robert D. Shallish, Jr.
Vice President-Finance and
Chief Financial Officer

Date: May 17, 2005

EXHIBIT INDEX

**Exhibit
Number**

Exhibit Description

- [10.1](#) Amendment No. 3 to the Employment Agreement between CONMED Corporation and Eugene R. Corasanti dated December 16, 1996.
- [10.2](#) Agreement with William W. Abraham to provide lifetime medical coverage dated May 17, 2005.

Amendment No. 3 to
December 16, 1996 Employment Agreement

AGREEMENT made this 17th day of May 2005 between CONMED Corporation and Eugene R. Corasanti as follows:

WHEREAS, CONMED Corporation and Eugene R. Corasanti have agreed to amend two provisions of his Employment Agreement.

NOW, THEREFORE, in consideration of One Dollar and all other good and valuable consideration the parties hereto do hereby agree that Section 4(b) of the Employment Agreement of Eugene R. Corasanti is hereby deleted in its entirety and replaced with the following:

Existing Arrangement. In addition to your base annual salary, the Company shall establish a deferred compensation account on your behalf, which shall be credited with the amount of \$100,000 on December 31, 1997 and on each subsequent December 31 during the term of this Agreement through December 31, 2004. This account shall also be credited on December 31, 2001 and each December 31 thereafter with an amount equal to interest on the amount outstanding in the account on the day prior to such December 31 at the rate of 10% per annum. Commencing within 60 days after retirement or termination of employment, the Company shall pay you, for 120 months, an amount equal to the amount then outstanding in the deferred compensation account divided by the number of payments remaining to be made. The account shall be reduced by the amount of any payments and shall continue to be credited with interest annually on the amount outstanding in the account. You may elect to receive payments over a period of less than 120 months (including a lump sum), provided that your election is made prior to the beginning of the year before the year of your retirement or termination of employment. In the event of your death the Company shall make payments to your estate. Such payments to your estate shall be made in the same manner as specified above, except that such payments shall commence within one month of your death. You understand and agree, and the Company agrees, that the deferred compensation account is solely a bookkeeping account, does not represent a segregated amount of money for your benefit, and that you shall not have by virtue of this Agreement a security interest in the foregoing account or in any assets or funds of the Company.

Future Arrangement. In addition to your existing deferred compensation account above, the Company shall establish another deferred compensation account on your behalf, which shall be credited with the amount of \$100,000, or any amount greater than \$100,000 as the Compensation Committee and Board of Directors may determine, on December 31, 2005 and on each subsequent December 31 during the term of this Agreement. This account shall also be credited on December 31, 2006 and each December 31 thereafter with an amount equal to interest on the amount outstanding in the account on the day prior to such December 31 at a rate of 10% per annum. Commencing six months and one day after retirement or termination of employment (or any earlier date after such retirement or termination as may be

permitted under Section 409A of the Internal Revenue Code), the Company shall pay you, for 120 months, an amount equal to the amount then outstanding in the deferred compensation account divided by the number of payments remaining to be made. The account shall be reduced by the amount of any payments and shall continue to be credited with interest annually on the amount outstanding in the account. In the event of your death the Company shall make payments to your estate. Such payments to your estate shall be made in the same manner as specified above, except that such payments shall commence within one month of your death. You understand and agree, and the Company agrees, that the deferred compensation account is solely a bookkeeping account, does not represent a segregated amount of money for your benefit, and that you shall not have by virtue of this Agreement a security interest in the foregoing account or in any assets or funds of the Company.

CONMED CORPORATION

/s/ Eugene R. Corasanti
Eugene R. Corasanti

By: /s/ Daniel S. Jonas

Exhibit 10.2

May 17, 2005

William W. Abraham
Conmed Corporation
525 French Road
Utica, New York 13502

Re: Post-Retirement Health Insurance Coverage

Dear Mr. Abraham:

I am pleased to inform you that CONMED Corporation (the "Company") has agreed to provide you and your wife with lifetime medical coverage at active employee rates under the Company's group medical plan for its employees, effective upon your retirement at any time after the date hereof. In lieu of providing such medical coverage, the Company may secure comparable insurance coverage outside of its group medical plan, which coverage may be a "MediGap" insurance policy with coverage comparable to the Company's group medical plan, as the Company shall determine in its sole discretion, with contribution rates comparable to those in effect prior to your retirement.

CONMED CORPORATION

By: /s/ Daniel S. Jonas
Daniel S. Jonas, Esq.
Vice President - Legal Affairs
General Counsel

Acknowledged and accepted:

By: /s/ William W. Abraham
William W. Abraham