# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, DC 20549**

# FORM 10-Q

**(Mark One)**

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended March 31, 2013**

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from to**

**COMMISSION FILE NO. 0-26224**

# INTEGRA LIFESCIENCES HOLDINGS CORPORATION
**(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)**

| | |
|---|---|
| **DELAWARE** | **51-0317849** |
| **(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)** | **(I.R.S. EMPLOYER IDENTIFICATION NO.)** |
| **311 ENTERPRISE DRIVE PLAINSBORO, NEW JERSEY** | **08536** |
| **(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)** | **(ZIP CODE)** |

**REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: (609) 275-0500**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

| | | | |
|---|---|---|---|
| Large accelerated filer | x | Accelerated filer | o |
| Non-accelerated filer | o (Do not check if a smaller reporting company) | Smaller reporting company | o |

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No ☒

The number of shares of the registrant's Common Stock, $0.01 par value, outstanding as of April 30, 2013 was 28,064,689.

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## PART I. FINANCIAL INFORMATION

### Item 1. Financial Statements

**INTEGRA LIFESCIENCES HOLDINGS CORPORATION**
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**
**AND COMPREHENSIVE INCOME**
**(UNAUDITED)**
(In thousands, except per share amounts)

| | Three Months Ended March 31, 2013 | Three Months Ended March 31, 2012 |
|---|---|---|
| Total revenue, net | $ 196,652 | $ 196,185 |
| Costs and Expenses: | | |
| Cost of goods sold | 80,268 | 74,675 |
| Research and development | 12,716 | 11,912 |
| Selling, general and administrative | 100,161 | 87,411 |
| Intangible asset amortization | 3,551 | 4,720 |
| Total costs and expenses | 196,696 | 178,718 |
| Operating (loss) income | (44) | 17,467 |
| Interest income | 63 | 378 |
| Interest expense | (4,800) | (7,929) |
| Other income (expense), net | (974) | (323) |
| (Loss) income before income taxes | (5,755) | 9,593 |
| Income tax (benefit) expense | (1,705) | 2,900 |
| Net (loss) income | $ (4,050) | $ 6,693 |
| Basic net income per common share | $ (0.15) | $ 0.24 |
| Diluted net income per common share | $ (0.15) | $ 0.23 |
| Weighted average common shares outstanding (See Note 11): | | |
| Basic | 27,796 | 28,345 |
| Diluted | 27,796 | 28,488 |
| Comprehensive (loss) income (See Note 12) | $ (10,534) | $ 13,639 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**INTEGRA LIFESCIENCES HOLDINGS CORPORATION**
**CONDENSED CONSOLIDATED BALANCE SHEETS**
**(UNAUDITED)**
(In thousands)

| | March 31, 2013 | December 31, 2012 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash and cash equivalents | $ 89,691 | $ 96,938 |
| Trade accounts receivable, net of allowances of $10,528 and $7,221 | 111,944 | 114,916 |
| Inventories, net | 179,558 | 171,806 |
| Deferred tax assets | 38,470 | 39,100 |
| Prepaid expenses and other current assets | 27,396 | 30,291 |
| Total current assets | 447,059 | 453,051 |
| Property, plant and equipment, net | 179,352 | 177,898 |
| Intangible assets, net | 212,274 | 212,267 |
| Goodwill | 292,278 | 294,067 |
| Deferred tax assets | 15,743 | 15,957 |
| Other assets | 9,785 | 10,359 |
| Total assets | $ 1,156,491 | $ 1,163,599 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current Liabilities: | | |
| Accounts payable, trade | $ 43,875 | $ 36,742 |
| Deferred revenue | 3,868 | 3,505 |
| Accrued compensation | 23,484 | 34,914 |
| Accrued expenses and other current liabilities | 34,553 | 31,768 |
| Total current liabilities | 105,780 | 106,929 |
| Long-term borrowings under senior credit facility | 321,875 | 321,875 |
| Long-term convertible securities | 199,511 | 197,672 |
| Deferred tax liabilities | 5,397 | 5,393 |
| Other liabilities | 14,039 | 13,955 |
| Total liabilities | $ 646,602 | $ 645,824 |
| Commitments and contingencies | | |
| Stockholders' Equity: | | |
| Preferred Stock; no par value; 15,000 authorized shares; none outstanding | | |
| Common stock; $0.01 par value; 60,000 authorized shares; 36,959 and 36,852 issued at March 31, 2013 and December 31, 2012, respectively | 370 | 369 |
| Additional paid-in capital | 589,948 | 587,301 |
| Treasury stock, at cost; 8,903 shares at March 31, 2013 and December 31, 2012 | (367,121) | (367,121) |
| Accumulated other comprehensive (loss) | (11,281) | (4,797) |
| Retained earnings | 297,973 | 302,023 |
| Total stockholders' equity | $ 509,889 | $ 517,775 |
| Total liabilities and stockholders' equity | $ 1,156,491 | $ 1,163,599 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**INTEGRA LIFESCIENCES HOLDINGS CORPORATION**
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(UNAUDITED)**
(In thousands)

| | Three Months Ended March 31, 2013 | 2012 |
|---|---|---|
| **OPERATING ACTIVITIES:** | | |
| Net income (loss) | $ (4,050) | $ 6,693 |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | |
| Depreciation and amortization | 11,389 | 12,576 |
| Deferred income tax (benefit) provision | (1,055) | (983) |
| Amortization of debt issuance costs | 545 | 760 |
| Non-cash interest expense | 1,610 | 3,528 |
| Loss on disposal of property and equipment | 1,865 | — |
| Share-based compensation | 2,072 | 2,070 |
| Excess tax benefits from stock-based compensation arrangements | (23) | (3) |
| Other | — | 277 |
| Changes in assets and liabilities, net of business acquisitions: | | |
| Accounts receivable | 2,109 | 4,800 |
| Inventories | (8,885) | (853) |
| Prepaid expenses and other current assets | 2,872 | 1,619 |
| Other non-current assets | (115) | (152) |
| Accounts payable, accrued expenses and other current liabilities | (515) | 2,121 |
| Deferred revenue | 391 | (534) |
| Other non-current liabilities | (364) | 399 |
| Net cash provided by operating activities | $ 7,846 | $ 32,318 |
| **INVESTING ACTIVITIES:** | | |
| Purchases of property and equipment | (10,853) | (10,412) |
| Sales of property and equipment | 532 | — |
| Cash used in business acquisition, net of cash acquired | (2,766) | (175) |
| Purchases of short-term investments | — | (53,248) |
| Net cash used in investing activities | $ (13,087) | $ (63,835) |
| **FINANCING ACTIVITIES:** | | |
| Repayments under senior credit facility | — | (12,813) |
| Proceeds from exercised stock options | 234 | 250 |
| Excess tax benefits from stock-based compensation arrangements | 23 | 3 |
| Net cash provided by (used in) financing activities | $ 257 | $ (12,560) |
| Effect of exchange rate changes on cash and cash equivalents | (2,263) | 1,911 |
| Net change in cash and cash equivalents | (7,247) | (42,166) |
| Cash and cash equivalents at beginning of period | 96,938 | 100,808 |
| Cash and cash equivalents at end of period | $ 89,691 | $ 58,642 |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**INTEGRA LIFESCIENCES HOLDINGS CORPORATION**
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

## 1. BASIS OF PRESENTATION

### General

The terms “we,” “our,” “us,” “Company” and “Integra” refer to Integra LifeSciences Holdings Corporation, a Delaware corporation, and its subsidiaries unless the context suggests otherwise.

In the opinion of management, the March 31, 2013 unaudited condensed consolidated financial statements contain all adjustments (consisting only of normal recurring adjustments) necessary for a fair statement of the financial position, results of operations and cash flows of the Company. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s consolidated financial statements for the year ended December 31, 2012 included in the Company’s Annual Report on Form 10-K. The December 31, 2012 consolidated balance sheet was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States. Operating results for the three-month period ended March 31, 2013 are not necessarily indicative of the results to be expected for the entire year.

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent liabilities, and the reported amounts of revenues and expenses. Significant estimates affecting amounts reported or disclosed in the consolidated financial statements include allowances for doubtful accounts receivable and sales returns and allowances, net realizable value of inventories, valuation of intangible assets including in-process research and development, amortization periods for acquired intangible assets, discount rates and estimated projected cash flows used to value and test impairments of long-lived assets and goodwill, estimates of projected cash flows and depreciation and amortization periods for long-lived assets, computation of taxes, valuation allowances recorded against deferred tax assets, the valuation of stock-based compensation, valuation of pension assets and liabilities, valuation of derivative instruments, valuation of the equity component of convertible debt instruments, valuation of contingent liabilities, the fair value of debt instruments and loss contingencies. These estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the current circumstances. Actual results could differ from these estimates.

Certain amounts from the prior year’s financial statements have been reclassified in order to conform to the current year’s presentation.

Recently Issued and Adopted Accounting Standards

In February 2013, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2013-02, *Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income*, the FASB's final guidance related to additional reporting and disclosure of amounts reclassified out of accumulated other comprehensive income (AOCI). The amended guidance requires entities to provide information about the amounts reclassified out of accumulated other comprehensive income by component. Additionally, entities are required to present, either on the face of the financial statements or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income. The amended guidance does not change the current requirements for reporting net income or other comprehensive income. This update is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2012. The adoption of this standard did not have a material impact on the Company's financial statements.

## 2. BUSINESS ACQUISITIONS

*Tarsus Medical, Inc.*

On January 24, 2013, the Company acquired all outstanding preferred and common stock of Tarsus Medical, Inc. for a total of $4.7 million consisting of $2.8 million in cash (less cash acquired) and contingent consideration with an estimated acquisition date fair value of approximately $1.6 million. The potential maximum undiscounted contingent consideration consists of the first milestone payment of up to $1.5 million and the second payment of up to $11.5 million. These payments are based on reaching certain sales of acquired products. Tarsus Medical, Inc. is a podiatry device company addressing clinical needs associated with diseases and injuries of the foot and ankle.

The following summarizes the preliminary allocation of the purchase price based on fair value of the assets acquired and liabilities assumed:

| | Preliminary Purchase Price Allocation | |
|---|---|---|
| | (Dollars in thousands) | |
| Cash | $ 85 | |
| Prepaid expenses | 13 | |
| Intangible assets | | Wtd. Avg. Life: |
| Technology | 5,040 | 10 - 14 years |
| In-process research and development | 340 | Indefinite |
| Deferred tax asset - long term | 1,334 | |
| Goodwill | 116 | |
| Total assets acquired | 6,928 | |
| Accounts payable and other liabilities | 111 | |
| Deferred tax liability | 2,152 | |
| Net assets acquired | $ 4,665 | |

Management determined the preliminary fair value of net assets acquired during the first quarter of 2013. The Company accounts for the contingent consideration by recording its fair value as a liability on the date of the acquisition. The contingent consideration is remeasured to fair value at each reporting date until the contingency is resolved. Changes in fair value of contingent consideration are recognized in earnings. Accordingly, on January 24, 2013 the Company recorded $1.6 million representing the initial fair value estimate of the contingent consideration that will be earned through December 31, 2015. At March 31, 2013 there was no change in the fair value of the contingent consideration. The fair value of this liability is based on future sales projections of the Tarsus Medical product under various potential scenarios and weighting the probability of these outcomes for the period ended December 31, 2015. At the date of the acquisition, the first milestone cash flow projection was discounted using a rate of 4.3% based on an estimated after tax cost of debt; the second milestone cash flow projection was discounted using a weighted average cost of capital of 16.5%. These fair value measurements were based on significant inputs not observed in the market and thus represented a Level 3 measurement.

The goodwill recorded in connection with this acquisition is based on (i) expected cost savings, operating synergies and other benefits expected to result from the combined operations, (ii) the value of the going-concern element of Tarsus' existing business (that is, the higher rate of return on the assembled net assets versus if the Company had acquired all of the net assets separately), and (iii) intangible assets that do not qualify for separate recognition such as Tarsus' assembled workforce. The goodwill acquired will not be deductible for tax purposes.

The impact of the Tarsus acquisition is not material to the consolidated operating results of the Company; therefore, the pro-forma impact of the acquisition has not been presented.

## 3. INVENTORIES

Inventories, net consisted of the following:

| | March 31, 2013 | December 31, 2012 |
|---|---|---|
| | (In thousands) | |
| Finished goods | $ 107,354 | $ 102,401 |
| Work-in process | 42,504 | 39,944 |
| Raw materials | 29,700 | 29,461 |
| | $ 179,558 | $ 171,806 |

The finished goods inventory includes $2.2 million of capitalized medical device excise tax at March 31, 2013.

## 4. GOODWILL AND OTHER INTANGIBLE ASSETS

The excess of the cost over the fair value of net assets of acquired businesses is recorded as goodwill. Goodwill is not subject to amortization, but is reviewed for impairment at the reporting unit level annually, or more frequently if impairment indicators arise. The Company's assessment of the recoverability of goodwill is based upon a comparison of the carrying value of goodwill with its estimated fair value. This assessment is performed annually during the third quarter and was performed most recently on July 31, 2012 resulting in no impairment. However, if future results do not meet or exceed the Company's forecasts, or if unfavorable changes occur in the weighted-average cost of capital, growth assumptions for future revenue, terminal value growth rate and/or forecasted cash flows utilized in the discounted cash flow analysis, the Company may record an impairment of this goodwill at a future date.

Changes in the carrying amount of goodwill for the three months ended March 31, 2013 were as follows:

| | U.S. Neurosurgery | U.S. Instruments | U.S. Extremities | U.S. Spine and Other | International | Total |
|---|---|---|---|---|---|---|
| | | | (In thousands) | | | |
| Goodwill, gross | $ 94,312 | $ 57,514 | $ 60,353 | $ 56,219 | $ 25,669 | $ 294,067 |
| Accumulated impairment losses | | | | | | |
| Goodwill at December 31, 2012 | 94,312 | 57,514 | 60,353 | 56,219 | 25,669 | 294,067 |
| Tarsus Medical, Inc. acquisition | — | — | 116 | — | — | 116 |
| Foreign currency translation | (611) | (373) | (391) | (364) | (166) | (1,905) |
| Balance, March 31, 2013 | $ 93,701 | $ 57,141 | $ 60,078 | $ 55,855 | $ 25,503 | $ 292,278 |

The components of the Company's identifiable intangible assets were as follows:

| | March 31, 2013 | | | | December 31, 2012 | | | |
|---|---|---|---|---|---|---|---|---|
| | Weighted Average Life | Cost | Accumulated Amortization | Net | Weighted Average Life | Cost | Accumulated Amortization | Net |
| | (Dollars in thousands) | | | | | | | |
| Completed technology | 12 years | $ 80,387 | $ (39,761) | $ 40,626 | 12 years | $ 75,692 | $ (38,402) | $ 37,290 |
| Customer relationships | 12 years | 147,290 | (72,583) | 74,707 | 12 years | 147,690 | (70,005) | 77,685 |
| Trademarks/brand names | 31 years | 33,651 | (15,058) | 18,593 | 31 years | 33,807 | (15,034) | 18,773 |
| Trademarks/brand names | Indefinite | 48,484 | — | 48,484 | Indefinite | 48,484 | — | 48,484 |
| Supplier relationships | 27 years | 34,721 | (8,189) | 26,532 | 27 years | 34,721 | (7,817) | 26,904 |
| All other [1] | 4 years | 4,858 | (1,526) | 3,332 | 4 years | 4,519 | (1,388) | 3,131 |
| | | $ 349,391 | $ (137,117) | $ 212,274 | | $ 344,913 | $ (132,646) | $ 212,267 |

(1) At March 31, 2013 and December 31, 2012, all other included in-process research and development of $2.1 million and $1.7 million, respectively, which was indefinite-lived.

Based on quarter-end exchange rates, annual amortization expense is expected to approximate $19.4 million in 2013, $18.4 million in 2014, $16.6 million in 2015, $14.4 million in 2016 and $12.5 million in 2017. Identifiable intangible assets are initially recorded at fair market value at the time of acquisition using an income or cost approach.

## 5. DEBT

***Amended and Restated Senior Credit Agreement***

On August 10, 2010, the Company entered into an amended and restated credit agreement with a syndicate of lending banks (the "Senior Credit Facility"), it amended the Senior Credit Facility on June 8, 2011, and further amended it on May 11, 2012.

The June 8, 2011 amendment:

i. increased the revolving credit component from $450 million to $600 million and eliminated the $150 million term loan component that existed under the original amended and restated credit agreement;

ii. allows the Company to further increase the size of the revolving credit component by an aggregate of $200 million with additional commitments;

iii. provides the Company with decreased borrowing rates and annual commitment fees, and provides more favorable financial covenants; and

iv. extended the maturity date from August 10, 2015 to June 8, 2016.

On May 11, 2012, the Company entered into another amendment to the Senior Credit Facility (the "2012 Amendment"). The 2012 Amendment modified certain financial and negative covenants. The 2012 Amendment provides that the Company's Maximum Consolidated Total Leverage Ratio (a measure of net debt to consolidated EBITDA, in each case as defined in the Senior Credit Facility, as amended) during any consecutive four quarter period should not be greater than 3.75 to 1.00 during any such period ending on December 31, 2013 (instead of March 31, 2012). In addition, when calculating consolidated EBITDA for any period, the 2012 Amendment permits the addition of certain costs and expenses in the calculation of consolidated net income for such period, to the extent deducted in the calculation of consolidated net income. The Senior Credit Facility is collateralized by substantially all of the assets of the Company's U.S. subsidiaries, excluding intangible assets. The Senior Credit Facility is subject to various financial and negative covenants and at March 31, 2013, the Company was in compliance with all such covenants.

Borrowings under the Senior Credit Facility currently bear interest, at the Company's option, at a rate equal to (i) the Eurodollar Rate (as defined in the Senior Credit Facility, which definition has not changed) in effect from time to time plus the applicable rate (ranging from 1.00% to 1.75%) or (ii) the highest of (x) the weighted average overnight Federal funds rate, as published by the Federal Reserve Bank of New York, plus 0.5%, (y) the prime lending rate of Bank of America, N.A. or (z) the one-month Eurodollar Rate plus 1.0%. The applicable rates are based on the Company's consolidated total leverage ratio (defined as the ratio of (a) consolidated funded indebtedness less cash in excess of $40 million that is not subject to any restriction of the use or investment thereof to (b) consolidated EBITDA) at the time of the applicable borrowing.

The Company also pays an annual commitment fee (ranging from 0.15% to 0.30%, based on the Company's consolidated total leverage ratio) on the daily amount by which the revolving credit facility exceeds the outstanding loans and letters of credit under the credit facility.

At March 31, 2013 and December 31, 2012, there was $321.9 million outstanding under the Senior Credit Facility at a weighted average interest rate of 1.7% and 1.8%, respectively. At March 31, 2013, there was approximately $278.1 million available for borrowing under the Senior Credit Facility. The fair value of outstanding borrowings under the Senior Credit Facility at March 31, 2013 was approximately $317.1 million. The fair value of the Senior Credit Facility was determined by using a discounted cash flow model based on current market interest rates available to the Company. These inputs are corroborated by observable market data for similar liabilities and therefore classified within Level 2 of the fair value hierarchy. Level 2 inputs represent inputs that are observable for the asset or liability, either directly or indirectly and are other than active market observable inputs that reflect unadjusted quoted prices for identical assets or liabilities. The Company considers the balance to be long term in nature based on its current intent and ability to repay the borrowing outside of the next twelve-month period.

***2016 Convertible Senior Notes***

On June 15, 2011, the Company issued $230.0 million aggregate principal amount of its 1.625% Convertible Senior Notes due in 2016 (the "2016 Notes"). The 2016 Notes mature on December 15, 2016, and bear interest at a rate of 1.625% per annum payable semi-annually in arrears on December 15 and June 15 of each year. The portion of the debt proceeds that was classified as equity at the time of the offering was $43.2 million, an equivalent of that amount is being amortized to interest expense using the effective interest method through December 2016. The effective interest rate implicit in the liability component is 5.6%.

At March 31, 2013, the carrying amount of the liability component was $199.5 million, the remaining unamortized discount was $30.5 million, and the principal amount outstanding was $230.0 million. The fair value of the 2016 Notes at March 31, 2013 was approximately $236.3 million. At December 31, 2012, the carrying amount of the liability component was $197.7 million, the remaining unamortized discount was $32.3 million and the principal amount outstanding was $230.0 million. The fair value of the liability of the 2016 Notes was determined using a discounted cash flow model based on current market interest rates available to the Company. These inputs are corroborated by observable market data for similar liabilities and therefore classified within Level 2.

The 2016 Notes are senior, unsecured obligations of the Company, and are convertible into cash and, if applicable, shares of its common stock based on an initial conversion rate, subject to adjustment of 17.4092 shares per $1,000 principal amount of 2016 Notes (which represents an initial conversion price of approximately $57.44 per share). The Company will satisfy any conversion of the 2016 Notes with cash up to the principal amount of the 2016 Notes pursuant to the net share settlement mechanism set forth in the indenture and, with respect to any excess conversion value, with shares of the Company's common stock. The 2016 Notes are convertible only in the following circumstances: (1) if the closing sale price of the Company's common stock exceeds 150% of the conversion price during a period as defined in the indenture; (2) if the average trading price per $1,000 principal amount of the 2016 Notes is less than or equal to 98% of the average conversion value of the 2016 Notes during a period as defined in the indenture; (3) at any time on or after June 15, 2016; or (4) if specified corporate transactions occur. The issue price of the 2016 Notes was equal to their face amount, which is also the amount holders are entitled to receive at maturity if the 2016 Notes are not converted. As of March 31, 2013, none of these conditions existed with respect to the 2016 Notes and as a result, the 2016 Notes are classified as long term.

In connection with the issuance of the 2016 Notes, the Company entered into call transactions and warrant transactions, primarily with affiliates of the initial purchasers of such notes (the "hedge participants"). The initial strike price of the call transaction is approximately $57.44 per share, subject to customary anti-dilution adjustments. The initial strike price of the warrant transaction is approximately $70.05 per share, subject to customary anti-dilution adjustments.

***2012 Convertible Senior Notes***

In June 2012, the Company repaid the 2012 Notes at maturity with long-term borrowings from its Senior Credit Facility and cash on hand.

***Convertible Note Interest***

The interest expense components of the Company's convertible notes are as follows:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| **2016 Notes:** | | |
| Amortization of the discount on the liability component | $ 1,610 | $ 1,739 |
| Cash interest related to the contractual interest coupon | 818 | 934 |
| Total | $ 2,428 | $ 2,673 |
| **2012 Notes:** | | |
| Amortization of the discount on the liability component | $ — | $ 1,789 |
| Cash interest related to the contractual interest coupon | — | 980 |
| Total | $ — | $ 2,769 |

## 6. DERIVATIVE INSTRUMENTS

Interest Rate Hedging

The Company's interest rate risk relates to U.S. dollar denominated variable LIBOR interest rate borrowings. The Company uses an interest rate swap derivative instrument entered into on August 10, 2010 with an effective date of December 31, 2010 to manage its earnings and cash flow exposure to changes in interest rates by converting a portion of its floating-rate debt into fixed-rate debt beginning on December 31, 2010. This interest rate swap expires on August 10, 2015.

The Company designates this derivative instrument as a cash flow hedge. The Company records the effective portion of any change in the fair value of a derivative instrument designated as a cash flow hedge as unrealized gains or losses in accumulated other comprehensive income ("AOCI"), net of tax, until the hedged item affects earnings, at which point the effective portion of any gain or loss will be reclassified to earnings. If the hedged cash flow does not occur, or if it becomes probable that it will not occur, the Company will reclassify the amount of any gain or loss on the related cash flow hedge to interest expense at that time.

The Company expects that approximately $1.8 million of pre-tax losses recorded as net in AOCI related to the interest rate hedge could be reclassified to earnings within the next twelve months.

Foreign Currency Hedging

From time to time the Company enters into foreign currency hedge contracts intended to protect the U.S. dollar value of certain forecasted foreign currency denominated transactions. The Company records the effective portion of any change in the fair value of foreign currency cash flow hedges in AOCI, net of tax, until the hedged item affects earnings. Once the related hedged item affects earnings, the Company reclassifies the effective portion of any related unrealized gain or loss on the foreign currency cash flow hedge to earnings. If the hedged forecasted transaction does not occur, or if it becomes probable that it will not occur, the Company will reclassify the amount of any gain or loss on the related cash flow hedge to earnings at that time.
The success of the Company's hedging program depends, in part, on forecasts of certain activity denominated in euros. The Company may experience unanticipated currency exchange gains or losses to the extent that there are differences between forecasted and actual activity during periods of currency volatility. In addition, changes in currency exchange rates related to any unhedged transactions may affect its earnings and cash flows.

Counterparty Credit Risk

The Company manages its concentration of counterparty credit risk on its derivative instruments by limiting acceptable counterparties to a group of major financial institutions with investment grade credit ratings, and by actively monitoring their credit ratings and outstanding positions on an ongoing basis. Therefore, the Company considers the credit risk of the counterparties to be low. Furthermore, none of the Company's derivative transactions are subject to collateral or other security arrangements, and none contain provisions that depend upon the Company's credit ratings from any credit rating agency.

Fair Value of Derivative Instruments

The Company has classified all of its derivative instruments within Level 2 of the fair value hierarchy because observable inputs are available for substantially the full term of the derivative instruments. The fair value of the foreign currency forward exchange contracts related to inventory purchases is determined by comparing the forward rate as of the period end and the settlement rate specified in each contract. The fair value of the interest rate swaps was developed using a market approach based on publicly available market yield curves and the terms of the related swap. The Company performs ongoing assessments of counterparty credit risk.

The following table summarizes the fair value and presentation in the condensed consolidated balance sheet for derivatives designated as hedging instruments as of March 31, 2013 and December 31, 2012:

| Location on Balance Sheet (1): | Fair Value as of March 31, 2013 | Fair Value as of December 31, 2012 |
|---|---|---|
| | (In thousands) | |
| **Derivatives designated as hedges — Liabilities:** | | |
| Interest rate swap — Accrued expenses and other current liabilities (2) | $ 1,815 | $ 1,888 |
| Interest rate swap — Other liabilities (2) | 1,829 | 2,238 |
| **Total Derivatives designated as hedges — Liabilities** | $ 3,644 | $ 4,126 |

(1) The Company classifies derivative assets and liabilities as current based on the cash flows expected to be incurred within the following 12 months.
(2) At March 31, 2013 and December 31, 2012, the notional amount related to the Company's sole interest rate swap was $123.8 million and $127.5 million, respectively. In the next twelve months, the Company expects to reduce the notional amount by $15.0 million.

The following presents the effect of derivative instruments designated as cash flow hedges on the accompanying consolidated statements of operations during the three months ended March 31, 2013 and 2012:

| | Balance in AOCI Beginning of Quarter | Amount of Gain (Loss) Recognized in AOCI- Effective Portion | Amount of Gain (Loss) Reclassified from AOCI into Earnings-Effective Portion | Balance in AOCI End of Quarter | Location in Statements of Operations |
|---|---|---|---|---|---|
| | | | (In thousands) | | |
| Three Months Ended March 31, 2013 | | | | | |
| Forward currency forward contracts | $ (34) | $ — | $ (34) | $ — | Costs of goods sold |
| Interest rate swap | (4,125) | (9) | (490) | (3,644) | Interest (expense) |
| | $ (4,159) | $ (9) | $ (524) | $ (3,644) | |
| Three Months Ended March 31, 2012 | | | | | |
| Forward currency forward contracts | $ (216) | $ 207 | $ — | $ (9) | Costs of goods sold |
| Interest rate swap | (4,091) | (492) | (449) | (4,134) | Interest (expense) |
| | $ (4,307) | $ (285) | $ (449) | $ (4,143) | |

The Company recognized no gains or losses resulting from ineffectiveness of cash flow hedges during the three months ended March 31, 2013 and 2012. At March 31, 2013 there were foreign currency contracts outstanding not designated as hedges with the notional amount equivalent to $3.8 million.

## 7. STOCK-BASED COMPENSATION

As of March 31, 2013, the Company had stock options, restricted stock awards, performance stock awards, contract stock awards and restricted stock unit awards outstanding under three plans, the 2000 Equity Incentive Plan (the “2000 Plan”), the 2001 Equity Incentive Plan (the “2001 Plan”), and the 2003 Equity Incentive Plan (the “2003 Plan,” and collectively, the “Plans”).

Stock options issued under the Plans become exercisable over specified periods, generally within four years from the date of grant for officers and directors, and generally expire from six to ten years for directors and certain executive officers. Restricted stock issued under the Plans vests over specified periods, generally three years after the date of grant. Performance stock vesting, issued under the Plans, is subject to service and performance conditions.

Stock Options

There were no stock options granted during the three months ended March 31, 2013. As of March 31, 2013, there were approximately $1.8 million of total unrecognized compensation costs related to unvested stock options. These costs are expected to be recognized over a weighted-average period of approximately two years.

Awards of Restricted Stock, Performance Stock and Contract Stock

Performance stock, restricted stock and contract stock awards generally have requisite service periods of three years. Performance stock awards are subject to graded vesting conditions and the Company expenses their fair value over the requisite service period. The Company expenses the fair value of restricted stock and contract stock awards on a straight-line basis over the vesting period or requisite service period, whichever is shorter. The Company granted approximately 129,000 restricted stock awards/stock units and 55,000 performance shares during the three months ended March 31, 2013. As of March 31, 2013, there were approximately $18.0 million of total unrecognized compensation costs related to these unvested awards. The Company expects to recognize these costs over a weighted-average period of approximately two years.

The Company has no formal policy related to the repurchase of shares for the purpose of satisfying stock-based compensation obligations.

The Company also maintains an Employee Stock Purchase Plan (the “ESPP”), which provides eligible employees with the opportunity to acquire shares of common stock at periodic intervals by means of accumulated payroll deductions. The ESPP is a non-compensatory plan based on its terms.

## 8. TREASURY STOCK

On October 23, 2012, the Company's Board of Directors authorized a repurchase of up to $75.0 million of its outstanding common stock through December 2014. The Company has not repurchased any of its outstanding shares of common stock during the three month periods ended March 31, 2013 and 2012.

As of March 31, 2013, there remained $75.0 million available for repurchases under this authorization.

In addition to the authorization above, on June 3, 2011, the Company’s Board of Directors separately authorized the Company to repurchase shares of common stock from the proceeds of the 2016 Notes in connection with that offering.

## 9. RETIREMENT BENEFIT PLANS

The Company maintains defined benefit pension plans that cover employees in its manufacturing plants located in Andover, United Kingdom (the “UK Plan”) and Tuttlingen, Germany (the “Germany Plan”). The Company closed the Tuttlingen, Germany plant in December 2005. The Company did not terminate the Germany Plan, and the Company remains obligated for the accrued pension benefits related to this plan. Effective March 31, 2011, the Company froze the benefits due to the participants of the UK Plan in their entirety; this curtailment resulted in a $0.3 million reduction in the projected benefit obligations which the Company recorded on that date. The plans cover certain current and former employees.

Net periodic benefit costs for the Company’s defined benefit pension plans included the following amounts:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Service cost | $ — | $ 6 |
| Interest cost | 137 | 160 |
| Return on plan assets | (100) | (144) |
| Net period benefit cost | $ 37 | $ 22 |

The Company made $0.2 million of contributions to its defined benefit pension plans during the three months ended March 31, 2013 and 2012, respectively.

## 10. INCOME TAXES

The following table provides a summary of the Company's effective tax rate:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| Reported tax rate | 29.6% | 30.2% |

The Company's effective income tax rate for the three months ended March 31, 2013 and 2012 were 29.6% and 30.2%, respectively. For the three months ended March 31, 2013, the reduction in the income tax rate compared to the same period in 2012 was primarily the result of a change in the jurisdictional mix of year-to-date worldwide pretax income and a reinstatement of the Federal research and development credit. The Company recorded a benefit of $0.9 million in the current quarter due to the extension of the Federal research credit by the American Taxpayer Relief Act which was signed into law this quarter. The Company recorded a benefit of $0.4 million in the current quarter for the release of tax contingency reserves. This amount is offset by an expense of $0.4 million due to a change in the German local tax rate, which is also effective this quarter.

The Company expects its effective income tax rate for the full year to be approximately 1.0% due in part to foreign earnings taxed at lower tax rates combined with losses in the U.S., the benefit from the Federal research credit. This estimate could be revised in the future as additional information is presented to the Company.

## 11. NET INCOME PER SHARE

Basic and diluted net income per share was as follows:

| | Three Months Ended March 31, 2013 | Three Months Ended March 31, 2012 |
|---|---|---|
| | (In thousands, except per share amounts) | |
| Basic net income per share: | | |
| Net income (loss) | $ (4,050) | $ 6,693 |
| Weighted average common shares outstanding | 27,796 | 28,345 |
| Basic net income per common share | $ (0.15) | $ 0.24 |
| Diluted net income per share: | | |
| Net income (loss) | $ (4,050) | $ 6,693 |
| Weighted average common shares outstanding — Basic | 27,796 | 28,345 |
| Effect of dilutive securities: | | |
| Stock options and restricted stock | — | 143 |
| Weighted average common shares for diluted earnings per share | 27,796 | 28,488 |
| Diluted net income per common share | $ (0.15) | $ 0.23 |

At March 31, 2013 and 2012, the Company had 1.7 million of outstanding stock options. The Company also has warrants outstanding relating to its 2016 Notes at March 31, 2013 and 2012. All stock options, restricted stock and warrants are excluded in the diluted earnings per share calculation using the treasury stock method because of their anti-dilutive effect at March 31, 2013. For the three months ended March 31, 2012, 1.5 million of anti-dilutive stock options were excluded from the diluted earnings per share calculation.

## 12. COMPREHENSIVE (LOSS) INCOME

Comprehensive (loss) income was as follows:

| | Three Months Ended March 31, 2013 | Three Months Ended March 31, 2012 |
|---|---|---|
| | (In thousands) | |
| Net (loss) income | $ (4,050) | $ 6,693 |
| Foreign currency translation adjustment | (6,780) | 6,845 |
| Change in unrealized gain on derivatives, net of tax | 296 | 105 |
| Pension liability adjustment, net of tax | — | (4) |
| Comprehensive (loss) income | $ (10,534) | $ 13,639 |

Changes in Accumulated Other Comprehensive Income by component between December 31, 2012 and March 31, 2013 are presented in the table below, net of tax:

| | Gains and Losses on Cash Flow Hedges | Defined Benefit Pension Items | Foreign Currency Items | Total |
|---|---|---|---|---|
| | (In thousands) | | | |
| Beginning balance | $ (2,373) | $ (1,154) | $ (1,270) | $ (4,797) |
| Other comprehensive income before reclassifications | (9) | | (6,780) | (6,789) |
| Amounts reclassified from accumulated other comprehensive income | (305) | | — | (305) |
| Net current-period other comprehensive income (loss) | 296 | — | (6,780) | (6,484) |
| Ending balance | $ (2,077) | $ (1,154) | $ (8,050) | $ (11,281) |

The reclassification adjustments out of Accumulated Other Comprehensive (Loss) Income during the three months ended March 31, 2013 were as follows:

| Details about Accumulated Other Comprehensive Income Components | Three Months Ended March 31, 2013 Amount Reclassified from Accumulated Other Comprehensive Income | Affected Line Item in the Statement where Net Income (loss) is Presented |
|---|---|---|
| | (In thousands) | |
| Gains and losses on cash flow hedges | | |
| Interest rate swap | $ (490) | Interest (expense) |
| Foreign currency forwards | (34) | Cost of goods sold |
| | (524) | Total before tax |
| | 219 | Tax (expense) or benefit |
| | $ (305) | Net of tax |

## 13. SEGMENT AND GEOGRAPHIC INFORMATION

The Company internally manages and reports the results of its businesses to its chief operating decision maker through five reportable segments. The five reportable segments are U.S. Neurosurgery, U.S. Instruments, U.S. Extremities, U.S. Spine and Other, and International. The U.S. Neurosurgery segment sells a full line of products specifically for neurosurgery and critical care such as tissue ablation equipment, dural repair products, cerebral spinal fluid management devices, intracranial monitoring equipment, and cranial stabilization equipment. The U.S. Instruments business sells more than 60,000 instrument patterns and surgical and lighting products to hospitals, surgery centers, and dental, podiatry, and veterinary offices. The U.S. Extremities segment includes the U.S. Extremity reconstruction business, which includes such offerings as skin and wound repair, bone and joint fixation, implants in the upper and lower extremities, bone grafts and nerve and tendon repair. The U.S. Spine and Other segment includes (i) the U.S. Spine business, which focuses on spinal fusion, spinal implants, and deformity correction, together with bone graft substitutes and other related medical devices that are used to enhance the repair and regeneration of bone in various types of orthopedic surgical procedures, and (ii) the Private Label business, which sells the Company’s regenerative medicine and other products to strategic partners. The International segment sells similar products to those discussed above, but are managed through the following geographies: (i) Europe, Middle East and Africa, and (ii) Central/South America, Asia-Pacific and Canada. The Corporate and other category includes (i) various legal, finance, executive, and human resource functions, (ii) brand management, (iii) share-based compensation costs, and (iv) costs related to procurement, manufacturing operations and logistics for the Company’s entire organization.

The operating results of the various reportable segments as presented are not comparable to one another because (i) certain operating segments are more dependent than others on corporate functions for unallocated general and administrative and/or operational manufacturing functions, and (ii) the Company does not allocate certain manufacturing costs and general and administrative costs to the operating segment results.

Net sales and profit by reportable segment for the three months ended March 31, 2013 and 2012 are as follows:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| ***Segment Net Sales*** | | |
| U.S. Neurosurgery | $ 38,996 | $ 40,183 |
| U.S. Instruments | 36,948 | 37,994 |
| U.S. Extremities | 31,361 | 26,587 |
| U.S. Spine and Other | 43,548 | 44,810 |
| International | 45,799 | 46,611 |
| Total revenues | $ 196,652 | $ 196,185 |
| ***Segment Profit*** | | |
| U.S. Neurosurgery | $ 17,768 | $ 21,156 |
| U.S. Instruments | 10,084 | 10,067 |
| U.S. Extremities | 10,791 | 9,183 |
| U.S. Spine and Other | 13,213 | 13,533 |
| International | 12,878 | 17,465 |
| Segment profit | 64,734 | 71,404 |
| Amortization | (3,551) | (4,720) |
| Corporate and other | (61,227) | (49,217) |
| Operating (loss) income | $ (44) | $ 17,467 |

The segment profits for the U.S. Instruments and U.S. Extremities segments, and Corporate and Other for the three months ended March 31, 2012 have been revised.

Revenue by major product category consisted of the following:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Orthopedics | $ 90,260 | $ 86,152 |
| Neurosurgery | 63,185 | 66,057 |
| Instruments | 43,207 | 43,976 |
| Total Revenues | $ 196,652 | $ 196,185 |

The Company attributes revenues to geographic areas based on the location of the customer. There are certain revenues that the various U.S. segments manage that are generated from non-U.S. customers and therefore are included in Europe and the Rest of World revenues below. Total revenue by major geographic area consisted of the following:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| United States | $ 150,019 | $ 148,674 |
| Europe | 23,617 | 23,668 |
| Rest of World | 23,016 | 23,843 |
| Total Revenues | $ 196,652 | $ 196,185 |

## 14. COMMITMENTS AND CONTINGENCIES

In consideration for certain technology, manufacturing, distribution, and selling rights and licenses granted to the Company, the Company has agreed to pay royalties on sales of certain products that we sell. The royalty payments that the Company made under these agreements were not significant for any of the periods presented.

The Company is subject to various claims, lawsuits and proceedings in the ordinary course of the Company's business, including claims by current or former employees, distributors and competitors and with respect to its products and product liability claims, lawsuits and proceedings, some of which have been settled by the Company. In the opinion of management, such claims are either adequately covered by insurance or otherwise indemnified, or are not expected, individually or in the aggregate, to result in a material adverse effect on our financial condition. However, it is possible that the Company's results of operations, financial position and cash flows in a particular period could be materially affected by these contingencies.

On June 6, 2012, the Company was contacted by the United States Attorney's Office for the District of New Jersey regarding the activities of sales representatives in a single region within our Extremities Reconstruction division. The U.S. Attorney's Office is investigating the activities of three sales representatives, one of whom was a supervisor until terminated by the Company for failure to cooperate with this investigation. The activities at issue pertain to alleged improper billing of products for extremities indications. The Company is cooperating with the United States Attorney's Office on a voluntary basis and is not a subject or target of an investigation at this time.

The Company accrues for loss contingencies when it is deemed probable that a loss has been incurred and that loss is estimable. The amounts accrued are based on the full amount of the estimated loss before considering insurance proceeds, and do not include an estimate for legal fees expected to be incurred in connection with the loss contingency. The Company consistently accrues legal fees expected to be incurred in connection with loss contingencies as those fees are incurred by outside counsel as a period cost.

## 15. SUBSEQUENT EVENTS

On April 10, 2013, the Company issued a press release announcing, among other things, that on April 10, 2013 it initiated a voluntary recall of certain products manufactured in its Añasco, Puerto Rico facility between December 2010 and May 2011 and between November 2012 and March 2013. Specific lots of these products have been recalled because the Company identified that there may have been deviations from required processes in their production.

There have been no reports of patient injuries or other adverse events attributable to the products subject to the recall. The Company continues to manufacture all such products in its Añasco facility.

The Company believes that most of the recalled product lots manufactured between December 2010 and May 2011 have already been consumed, and therefore the recall of those lots will not have a material financial impact. However, the return of products manufactured between November 2012 and March 2013, substantially all of which were sold in the three months ended March 31, 2013, reduced revenues in the first quarter of 2013. In addition, the Company anticipates that it will not be able to produce all the affected products quickly enough to meet the demand from customers for at least several months.

Given the nature of the product recall, in connection with the preparation of our March 31, 2013 financial statements, the Company has reviewed account balances subject to estimation at March 31, 2013 and recorded adjustments to the financial statements to reflect changes in estimates as to the recoverability of inventory and sales returns. The Company recorded a charge of $4.2 million in connection with this recall across its U.S. Neurosurgery, U.S. Spine and Other and International segments. Of the total charge, $2.9 million was recorded as a reduction of net sales and $1.3 million was recorded as an increase in cost of sales. These estimates will be adjusted accordingly based on actual product returns.

## ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and the related notes thereto appearing elsewhere in this report and our consolidated financial statements for the year ended December 31, 2012 included in our Annual Report on Form 10-K.

We have made statements in this report which constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). These forward-looking statements are subject to a number of risks, uncertainties and assumptions about the Company. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including but not limited to those set forth above under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2012 and under the heading "Risk Factors" in this Report. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

You can identify these forward-looking statements by forward-looking words such as “believe,” “may,” “could,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “seek,” “plan,” “expect,” “should,” “would” and similar expressions in this report.

## GENERAL

Integra is a world leader in medical devices focused on limiting uncertainty for surgeons so they can concentrate on providing the best patient care. Integra provides customers with clinically relevant, innovative and cost-effective products that improve the quality of life for patients. We focus on cranial and spinal procedures, small bone and joint injuries, the repair and reconstruction of soft tissue, and instruments for surgery.

We manage our business through a combination of product groups and geography, and accordingly, we report our financial results under five reportable segments - U.S. Instruments, U.S. Neurosurgery, U.S. Extremities, U.S. Spine and Other (which consists of our U.S. Spine and Private Label businesses) and International.

We present revenues in the following three product categories: Orthopedics, Neurosurgery and Instruments. Our orthopedics product group includes specialty metal implants for surgery of the extremities, shoulder and spine, orthobiologics products for repair and grafting of bone, dermal regeneration products and tissue-engineered wound dressings and nerve and tendon repair products. Our neurosurgery product group includes, among other things, dural grafts that are indicated for the repair of the dura mater, ultrasonic surgery systems for tissue ablation, cranial stabilization and brain retraction systems, systems for measurement of various brain parameters and devices used to gain access to the cranial cavity and to drain excess cerebrospinal fluid from the ventricles of the brain. Our instruments product group includes a wide range of specialty and general surgical and dental instruments and surgical lighting for sale to hospitals, outpatient surgery centers, and physician, veterinarian and dental practices.

We manufacture many of our products in plants located in the United States, Puerto Rico, France, Germany, Ireland, the United Kingdom and Mexico. We also source most of our handheld surgical instruments and specialty metal and pyrocarbon implants through specialized third-party vendors.

In the United States, we have several sales channels. We sell orthopedics products through a large direct sales organization and through specialty distributors focused on their respective surgical specialties. Neurosurgery products are sold through directly employed sales representatives. Instruments products are sold through two sales channels, both directly and through distributors and wholesalers, depending on the customer call point. We sell in the international markets through a combination of a direct sales organization and distributors.

We also market certain products through strategic partners in the United States.

Our objective is to become a multi-billion dollar diversified global medical technology company that (i) helps patients by limiting uncertainty for medical professionals and (ii) is a high-quality investment for shareholders. We will achieve these goals by delivering on our Brand Promises to our customers worldwide and by becoming a top player in all markets in which we compete. Our strategy includes the following key elements: geographic expansion, disciplined focus and execution, global quality assurance and acquiring or in-licensing products that fit existing sales channels, margin expansion and leveraging platform synergies.

We aim to achieve growth in our revenues while maintaining strong financial results. While we pay attention to any meaningful trend in our financial results, we pay particular attention to measurements that are indicative of long-term profitable growth. These measurements include (1) revenue growth (including internal growth and by acquisitions), (2) gross margins on total revenues, (3) operating margins (which we aim to expand as we leverage our existing infrastructure), (4) earnings before interest, taxes, depreciation, and amortization, and (5) earnings per diluted share of common stock.

We believe that we are particularly effective in the following aspects of our business:

- *Regenerative Medicine Platform*. We have developed numerous product lines through our proprietary collagen matrix and demineralized bone matrix technologies that are sold through every one of our sales channels.
- *Diversification and Platform Synergies*. Each of our three selling platforms contributes a different strength to our core business. Orthopedics enables us to grow our top line and increase gross margins. Neurosurgery provides stable growth as a market with few elective procedures. The Instruments business has a strong capacity to generate cash flows. We have unique synergies among these platforms, such as our regenerative medicine technology, instrument sourcing capabilities, and Group Purchasing Organization (“GPO”) contract management.
- *Unique Sales Footprint*. Our sales footprint provides us with a unique set of customer call-points and synergies. Each of our sales channels can benefit from the GPO and Integrated Delivery Network (“IDN”) relationships that our Instruments group manages. We have market-leading products for neurosurgeons, many of whom also perform spine surgeries, and we have yet to fully leverage those relationships to sell our spine products. We also have clinical expertise across all of our channels in the United States, and have an opportunity to expand and leverage this expertise in markets worldwide.
- *Ability to Change and Adapt*. Our corporate culture is truly what enables us to adapt and reinvent ourselves. We have demonstrated that we can quickly and profitably integrate new products and businesses. This core strength has made it possible for us to grow over the years, and is key to our ability to grow into a multi-billion dollar company.

## ACQUISITIONS

On January 24, 2013, the Company acquired all outstanding preferred and common stock of Tarsus Medical, Inc. for total of $4.7 million, consisting of $2.8 million in cash (less cash acquired) and contingent consideration with an estimated acquisition date fair value of approximately$1.6 million. The potential maximum undiscounted contingent consideration payment consists of first milestone payment of up to $1.5 million and the second payment of up to $11.5 million. These payments are based on reaching certain sales of acquired products. We believe that Tarsus Medical's technology will allow us to enter the syndesmosis repair market.

## RESULTS OF OPERATIONS

### Executive Summary

Net loss for the three months ended March 31, 2013, was $4.1 million, or $0.15 per diluted share as compared with net income of $6.7 million or $0.23 per diluted share for the three months ended March 31, 2012.

The results of operations for the three months ended March 31, 2013 were impacted by a voluntary recall of certain products manufactured in our Añasco, Puerto Rico facility. The net income decrease for the three months ended March 31, 2013 over the same period last year directly resulted from increases in the sales returns reserve and product shortages caused by the recall that led to revenue reductions. We also incurred incremental expenses during the first quarter related to the recall, including scrap of finished good products that were not released to customers and work in process, legal and consulting costs, and expenses for remediation of our quality systems. The effects of the recall noted above were offset by a decrease in our interest expense as a result of the June 2012 repayment of our 2012 Notes and capitalization of a portion of our interest expense into the cost of our capital projects.

Income before taxes includes the following special charges:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Manufacturing facility remediation costs | $ 2,125 | $ 1,635 |
| Certain expenses associated with product recalls | 1,279 | — |
| Global ERP implementation charges | 6,149 | 3,669 |
| Facility optimization charges | 3,408 | 1,636 |
| Certain employee termination charges | — | 501 |
| Discontinued product lines charges | — | 835 |
| Acquisition-related charges | 388 | 702 |
| Impairment charges | — | 141 |
| Convertible debt non-cash interest | 1,610 | 3,528 |
| Total | $ 14,959 | $ 12,647 |

The items reported above are reflected in the condensed consolidated statements of operations as follows:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Cost of goods sold | $ 4,501 | $ 4,544 |
| Selling, general and administrative | 8,848 | 4,575 |
| Interest expense | 1,610 | 3,528 |
| Total | $ 14,959 | $ 12,647 |

We typically define special charges as items for which the amounts and/or timing of such expenses may vary significantly from period to period, depending upon our acquisition, integration and restructuring activities, and for which the amounts are non-cash in nature, or for which the amounts are not expected to recur at the same magnitude as we implement certain tax planning strategies. We believe that given our ongoing strategy of seeking acquisitions, our continuing focus on rationalizing our existing manufacturing and distribution infrastructure and our continuing review of various product lines in relation to our current business strategy, certain of the special charges discussed above could recur with similar materiality in the future. In 2010 we began investing significant resources in the global implementation of a single enterprise resource planning system. We began capitalizing certain costs for the project starting in 2011, and as other aspects of the project reach the application development stage, we will capitalize those expenditures as well.

We believe that the separate identification of these special charges provides important supplemental information to investors regarding financial and business trends relating to our financial condition and results of operations. Investors may find this information useful in assessing comparability of our operating performance from period to period, the business model objectives that management has established, and other companies in our industry. We provide this information to investors so that they can analyze our operating results in the same way that management does and to use this information in their assessment of our core business and valuation of Integra.

**Update on Remediation Activities**

Remediation activities in our regenerative medicine facility in Plainsboro, New Jersey affected revenues and gross margin in the first quarter of 2013. We received a warning letter from the FDA in December 2011, related to quality systems and compliance issues at that plant. The letter resulted from an inspection held at that facility in August 2011, and did not identify any new observations that were not provided in the Form 483 that followed the inspection. The warning letter did not restrict our ability to manufacture or ship products, nor did it require the recall of any product. In June and July 2012, the FDA again inspected the regenerative medicine facility. The second inspection closed out on July 30, 2012 and a FDA Form 483 Inspectional Observations was issued. We have been addressing the Form 483 observations, warning letter citations and communicating with the FDA on a monthly basis. Our efforts with respect to closing out the warning letter are well along, and we expect the FDA to return for another inspection at this facility later in 2013.

Since August 2011, we have undertaken significant efforts to remediate the observations that the FDA has made and continue to do so, including both capital investment for new equipment, leasehold improvements and incremental spending to improve or revise quality systems. We have recorded expenses totaling approximately $15.2 million since August 2011 through the end of the quarter ended March 31, 2013, of which $6.8 million was associated with remediation activities and $8.4 million for unplanned idle time and underutilization. The capital expenditures directed to the remediation of our regenerative medicine facility over the same period were $7.5 million.

In the first quarter of 2013 and 2012, we expensed approximately $1.5 million and $1.6 million, respectively. For the full year 2013, we expect to spend approximately $2.8 million on our remediation activities and we expect to have them completed by the end of the second quarter.

The FDA inspected our neurosurgery manufacturing facility in Andover, England in June 2012. Subsequently, on November 5, 2012, we received a warning letter from the FDA dated November 1, 2012 related to quality systems issues at the Andover manufacturing facility. The warning letter identified violations related to corrective and preventative actions, process validations, internal quality audits, and internal review of the suitability and effectiveness of the quality system at defined intervals. We filed the FDA warning letter as an exhibit to a Current Report on Form 8-K on November 13, 2012. Since the conclusion of the FDA inspection in June 2012, we have undertaken significant efforts to remediate the observations that the FDA has made and continue to do so. We are providing the FDA with monthly status reports and working cooperatively with the FDA to resolve any outstanding issues.

On February 14, 2013, we received a warning letter from the FDA relating to quality systems issues at our manufacturing facility located in Añasco, Puerto Rico. The letter resulted from an inspection conducted at that facility during October and November 2012. On February 15, 2013 we stopped distribution of our collagen products manufactured in the Añasco facility in order to confirm that we had successfully validated all such products and engaged a third-party consultant having appropriate quality system regulations expertise to confirm such validations. On February 22, 2013 the third-party consultant certified the completeness of such validations and we resumed distribution of collagen products from the Añasco facility.

On April 10, 2013, we initiated a voluntary recall of certain products manufactured in our Añasco, Puerto Rico facility between December 2010 and May 2011 and between November 2012 and March 2013. Specific lots of these products, as described below, have been recalled because we identified that there may have been deviations from required processes in their production. We identified through an internal quality assurance review that we may have deviated from a production process during the manufacture of specific lots of collagen products during the periods described in the preceding paragraph. The product lots in question passed all product finished goods testing including endotoxin testing, are sterile, and were tested and accepted for release. However, due to the process deviation, they may have been released with higher levels of endotoxins than permitted by the product specifications. Higher levels of endotoxins may result in a fever in the immediate postoperative period.

There have been no reports of patient injuries or other adverse events attributable to the products subject to the recall. We continue to manufacture all such products in our Añasco facility.

We believe that most of the recalled product lots manufactured between December 2010 and May 2011 have already been consumed, and that therefore, the recall of those lots will not have a material financial impact. However, the return of products, manufactured between November 2012 and March 2013, which were substantially sold in the first three months ended March 31, 2013, directly reduced revenues in the first quarter of 2013 by $2.9 million. In addition, we anticipate that we will not be able to produce all the affected products quickly enough to meet the demand from customers for at least several months. Such supply shortages resulted in lower revenues in the first quarter of 2013 and will result in lower revenues for the second and third quarters of 2013 than previously forecasted. We expect that the recall and expected supply shortages will have the greatest impact on the U.S. Neurosurgery, U.S. Spine and Other, and International Segments during the first and second quarters.

We met with the Office of Compliance at the Center for Devices and Radiological Health on March 26, 2013. We presented our plans for both immediate remediation and our corporate plan for the development and implementation of one Quality System. We have engaged former FDA professionals as third party consultants to work with us on our remediation plans. We also met with the Office of Compliance at the FDA San Juan, Puerto Rico office to discuss the remediation plans at the Añasco facility. We have prioritized senior level quality and regulatory staff to address the quality system improvement plans at all of our facilities.

The recall applies to limited and specific lots of DuraGen® Dural Graft Matrix, DuraGen® Plus Dural Regeneration Matrix, DuraGen® Suturable Dural Regeneration Matrix, DuraGen XS™ Dural Regeneration Matrix, Layershield® Adhesion Barrier

Matrix, NeuraWrap™ Nerve Protector, NeuraGen® Nerve Guide, BioMend® Absorbable Collagen Membrane, OraMem® Absorbable Collagen Membrane, BioMend® Extend Absorbable Collagen Membrane, CollaCote® Absorbable Collagen Wound Dressing for Dental Surgery, CollaTape® Absorbable Collagen Wound Dressing for Dental Surgery, CollaPlug® Absorbable Collagen Wound Dressing for Dental Surgery, HeliTape® Absorbable Collagen Wound Dressing for Dental Surgery, HeliPlug® Absorbable Collagen Wound Dressing for Dental Surgery, OraTape® Absorbable Collagen Wound Dressing for Dental Surgery, OraPlug® Absorbable Collagen Wound Dressing for Dental Surgery, Instat® Microfibrillar Collagen Hemostat, Helistat® Absorbable Collagen Hemostatic Sponge (ACS/Helistat), and Helitene® Absorbable Collagen Hemostatic Agent. The Absorbable Collagen Sponge (ACS) is not a final product, but a component of a product assembled by another company.

We have undertaken significant efforts to remediate the observations that the FDA has made and have been working on improving and revising our quality systems. During the three months ended March 31, 2013, we incurred $0.6 million in remediation activities expenses consisting of consulting expenses and other work activities required to complete our remediation activities. For the full year 2013, we expect to spend approximately $4.0 million on our quality systems activities and expect to have these activities completed in the second half of 2013. We will provide periodic status reports and work cooperatively with the FDA to resolve any outstanding issues.

**Revenues and Gross Margin on Product Revenues**

Our revenues and gross margin on product revenues were as follows:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| ***Segment Net Sales*** | (In thousands) | |
| U.S. Neurosurgery | $ 38,996 | $ 40,183 |
| U.S. Instruments | 36,948 | 37,994 |
| U.S. Extremities | 31,361 | 26,587 |
| U.S. Spine and Other | 43,548 | 44,810 |
| International * | 45,799 | 46,611 |
| Total revenue | 196,652 | 196,185 |
| Cost of goods sold | 80,268 | 74,675 |
| Gross margin on total revenues | $ 116,384 | $ 121,510 |
| Gross margin as a percentage of total revenues | 59.2% | 61.9% |

* The Company attributes revenue to geographic areas based on the location of the customer. There are certain revenues managed by the various U.S. segments above that are generated from non-U.S. customers and therefore included in Europe and the Rest of World revenues.

**Three Months Ended March 31, 2013 as Compared to Three Months Ended March 31, 2012**

**Revenues and Gross Margin**

For the three months ended March 31, 2013, total revenues increased slightly by $0.5 million to $196.7 million from $196.2 million for the same period in 2012.

Our total revenues were negatively affected by our voluntary recall of certain products manufactured in our Anasco, Puerto Rico facility, including DuraGen® Dural Graft Matrix products. Although we continue to manufacture all the affected products in, and distribute from, our Anasco facility, the recall caused significant supply disruptions resulting in a decrease in our worldwide revenue and a larger than usual total backorder at the end of the quarter. The Company expects to resolve most of these disruptions by the end of 2013, but there can be no assurance the Company will not lose some customers or that backorder levels will return to normal by the end of the year.

U.S. Neurosurgery revenues were $39.0 million, a decrease of 3% from the prior-year period. The decrease was directly related to our collagen product shortages caused by the recall. Capital sales were up as we saw mid-single digit growth in our critical care, tissue ablation and cranial stabilization lines.

U.S. Instruments revenues were $36.9 million, a decrease of 3% from the prior-year period. In the quarter, we saw lower sales of our legacy lighting products. These declines were somewhat offset by growth in our retractor sales and sales of instruments to hospitals. We continued to experience sustained growth in sales of our LED surgical headlamp.

U.S. Extremities revenues were $31.4 million, an increase of 18% from the prior-year period. This growth resulted primarily from significant increases in sales of our dermal and wound care products. We saw strong double digit growth in both our upper and lower extremities businesses, driven by new products, including pyrocarbon implants. The favorable comparison can also be attributed to prior-year backorders in our nerve and tendon products, which did not clear until April 2012.

U.S. Spine and Other revenues, which include our spine hardware, orthobiologics and private label products, were $43.5 million, a 3% decrease from the prior-year period. Our spine hardware product sales were down as we saw continued pricing pressure, reimbursement delays and increased time to get product approvals to sell in hospitals. We saw continued growth in our orthobiologics products, led by a strong demand for our EVO3™ products which was partially offset by lower sales of our Integra Mozaik™ products due to supply issues. Sales of our private label products were down from the prior-year period.

International segment revenues were $45.8 million, a decrease of 2% from the prior-year period. Our sales around the world were affected by the recall of our collagen products and backorders on these recalled products. Foreign currency unfavorably impacted our sales and accounted for $0.2 million. We saw growth in our spine implants and dermal and wound businesses with several new products and increasing coverage in direct and indirect channels.

Gross margin decreased 4% to $116.4 million for the three-month period ended March 31, 2013 from $121.5 million for the same period last year. Gross margin as a percentage of total revenue decreased to 59.2% for the first quarter of 2013 from 61.9% for the same period last year. The decrease in gross margin percentage resulted primarily from increases in reserves related to inventory associated with the recall and increased spending and remediation costs related to improving quality systems at our manufacturing facilities.

The Health Care and Education Reconciliation Act of 2010 imposed a manufacturer's excise tax equal to 2.3% of the manufacturer's price of applicable medical devices by a medical device manufacturer, producer or importer of such device. In January, we began paying the tax deductible manufacturer's excise tax imposed on the first sale of certain medical devices in the United States. We elected to capitalize the excise tax in our inventory and subsequently record it in cost of goods sold as these products are sold to third-party customers.

We expect our consolidated gross margin percentage for the full year 2013 to be between 60% and 61%, down when compared to 2012. We expect to complete the remediation work at our Plainsboro, New Jersey regenerative medicine manufacturing facility in the second quarter of 2013 and accordingly, expect to return to normal levels of production at that time. That said, costs related to the expansion of our regenerative medicine activities, and continued downward pressure on our private-label and spine hardware product sales volumes and the inclusion of the medical device tax will negatively affect our consolidated gross margin.

**Operating Expenses**

The following is a summary of operating expenses as a percent of total revenues:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| Research and development | 6.5% | 6.1% |
| Selling, general and administrative | 50.9% | 44.6% |
| Intangible asset amortization | 1.8% | 2.4% |
| Total operating expenses | 59.2% | 53.1% |

Total operating expenses, which consist of research and development expenses, selling, general and administrative expenses, and amortization expense, increased $12.4 million, or 12%, to $116.4 million in the three months ended March 31, 2013, compared to $104.0 million in the same period last year.

Research and development expenses in the first quarter of 2013 increased slightly compared to the same period last year mostly due to testing of new products. We target full-year 2013 spending on research and development to be approximately 6.5% of total revenues.

Selling, general and administrative expenses in the first quarter of 2013 increased by $12.8 million to $100.2 million compared to $87.4 million in the same period last year. Selling and marketing expenses increased by $7.1 million, primarily resulting from a higher headcount and larger proportion of sales through distributors, which generally have a higher cost than our direct sales force. Additionally, U.S. Extremities' commission costs were higher as a result of increases in revenue. General and administrative costs were up $5.7 million, primarily because of a higher headcount, increased consulting fees incurred in connection with the development and testing of our global ERP system, and consulting costs to support various strategic projects.

Amortization expense in the first quarter of 2013 was $3.6 million compared to $4.7 million in the same period last year. The decrease is primarily due to certain intangible assets becoming fully amortized in the quarter.

In light of the Company's performance in the first quarter and its expectations for further disruptions in the supply of products subject to the recall for the remainder of 2013, the Company is taking steps to reduce expenses or defer certain expenditures until the risk of supply disruptions and the resulting backorders are diminished.

**Non-Operating Income and Expenses**

The following is a summary of non-operating income and expenses:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Interest income | $ 63 | $ 378 |
| Interest expense | (4,800) | (7,929) |
| Other income (expense) | (974) | (323) |

**Interest Income and Interest Expense**

Interest expense in the three months ended March 31, 2013 decreased primarily as a result of the June 2012 repayment of our 2012 Notes, which decreased our interest expense by $2.9 million, and $0.7 million of interest expense capitalized on our qualified construction in progress balances, offset by an additional $0.4 million of higher interest because of increased borrowing on our revolving line of credit. Our reported interest expense for the three-month periods ended March 31, 2013 and 2012 includes non-cash interest related to the accounting for convertible securities of $1.6 million and $3.5 million, respectively.

**Other Income (Expense)**

Other expense for the first quarter of 2013 was primarily attributable to a write off of $1.5 million for a capital expenditure project not placed into service offset by foreign exchange gains on intercompany balances.

**Income Taxes**

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| (Loss) income before income taxes | $ (5,755) | $ 9,593 |
| Income tax (benefit) expense | (1,705) | 2,900 |
| Effective tax rate | 29.6% | 30.2% |

The Company’s effective income tax rate for the three months ended March 31, 2013 and 2012 were 29.6% and 30.2%, respectively. For the three months ended March 31, 2013, the reduction in the income tax rate compared to the same period in 2012 was primarily the result of a change in the jurisdictional mix of year-to-date worldwide pretax income and a reinstatement of the Federal research and development credit. The Company recorded a benefit of $0.9 million in the current quarter due to the extension of the Federal research credit by the American Taxpayer Relief Act which was signed into law this quarter. The Company recorded a benefit of $0.4 million in the current quarter for the release of tax contingency reserves. This amount is offset by an expense of $0.4 million due to a change in the German local tax rate, which is also effective this quarter.

The Company expects its effective income tax rate for the full year to be approximately 1.0% due in part to foreign earnings taxed at lower tax rates combined with losses in the U.S., the benefit from the Federal research credit. This estimate could be revised in the future as additional information is presented to the Company.

Income tax expense for the three months ended March 31, 2012 included a $0.6 million accrual for tax contingencies related to uncertain tax positions.

The effective tax rate may vary from period to period depending on, among other factors, the geographic and business mix of taxable earnings and losses, tax planning and settlements with the various taxing authorities. We consider these factors and others, including our history of generating taxable earnings, in assessing our ability to realize deferred tax assets on a quarterly basis.

While it is often difficult to predict the final outcome or the timing of resolution of any particular matter with the various Federal, state and foreign tax authorities, we believe that our reserves reflect the most probable outcome of known tax contingencies. Settlement of any particular issue would usually require the use of cash. Favorable resolution would be recognized as a reduction to our annual effective tax rate in the year of resolution. The tax reserves are presented in the balance sheet within other liabilities, except for amounts relating to items we expect to pay in the coming year which are classified as current income taxes payable.

## GEOGRAPHIC PRODUCT REVENUES AND OPERATIONS

We attribute revenues to geographic areas based on the location of the customer. There are certain revenues that the various U.S. segments manage that are generated from non-U.S. customers and therefore included in Europe and the Rest of World revenues below – these revenues are not significant. Total revenue by major geographic area consisted of the following:

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| United States | $ 150,019 | $ 148,674 |
| Europe | 23,617 | 23,668 |
| Rest of World | 23,016 | 23,843 |
| Total Revenues | $ 196,652 | $ 196,185 |

Domestic revenues increased 1% to $150.0 million, or 76% of total revenues, for the three months ended March 31, 2013 from $148.7 million, or 76% of total revenues, for the three months ended March 31, 2012. International revenues decreased to $46.6 million from $47.5 million in the prior-year period, a decrease of 2%. Foreign exchange rate fluctuations accounted for a $0.2 million decrease in revenues during the first quarter of 2013 as compared to the same period last year.

We generate significant revenues outside the United States, a portion of which are U.S. dollar-denominated transactions conducted with customers who generate revenue in currencies other than the U.S. dollar. As a result, currency fluctuations between the U.S. dollar and the currencies in which those customers do business could have an impact on the demand for our products in foreign countries.

Local economic conditions, regulatory compliance or political considerations, the effectiveness of our sales representatives and distributors, local competition and changes in local medical practice all may combine to affect our sales into markets outside the United States.

## LIQUIDITY AND CAPITAL RESOURCES

### Cash and Marketable Securities

We had cash and cash equivalents totaling approximately $89.7 million and $96.9 million at March 31, 2013 and December 31, 2012, respectively. At March 31, 2013, our non-U.S. subsidiaries held approximately $77.0 million of cash and cash equivalents that are available for use by all of our operations outside of the United States. If these funds were repatriated to the United States, or used for United States operations, certain amounts could be subject to tax in the United States for the incremental amount in excess of the foreign tax paid.

### Cash Flows

| | Three Months Ended March 31, | |
|---|---|---|
| | 2013 | 2012 |
| | (In thousands) | |
| Net cash provided by operating activities | $ 7,846 | $ 32,318 |
| Net cash used in investing activities | (13,087) | (63,835) |
| Net cash provided by (used in) financing activities | 257 | (12,560) |
| Effect of exchange rate fluctuations on cash | (2,263) | 1,911 |
| Net increase (decrease) in cash and cash equivalents | $ (7,247) | $ (42,166) |

In 2013, we anticipate that our principal uses of cash will include payments of the new Medical Device Tax in a range of $9 -$12 million. We also plan to spend between $55.0 million and $65.0 million on capital expenditures primarily for our continued expansion of regenerative medicine manufacturing capacity, support maintenance in our existing plants, our enterprise resource planning system implementation, and additions to our instrument kits used in sales of orthopedic products.

### Cash Flows Provided by Operating Activities

We generated operating cash flows of $7.8 million and $32.3 million for the three months ended March 31, 2013 and 2012, respectively.

Operating cash flow was lower than the same period in 2012 largely because of the net income decrease by $10.7 million for the three months ended March 31, 2013. Changes in working capital decreased cash flows by approximately $4.0 million. Among the changes in working capital, accounts receivable provided $2.1 million of cash, inventory used $8.9 million of cash, prepaid expenses and other current assets provided $2.9 million of cash, and accounts payable, accrued expenses and other current liabilities used $0.5 million of cash.

Net income for the three months ended March 31, 2012 plus non-cash items included in those earnings amounted to approximately $24.9 million. Changes in working capital provided $7.2 million of net cash flows. Among the changes in working capital, accounts receivable contributed $4.8 million, prepaid expenses and other current assets contributed another $1.6 million, and liabilities contributed another $1.6 million while inventories used $0.9 million.

### Cash Flows Used in Investing Activities

During the three months ended March 31, 2013, we paid $10.9 million in cash for capital expenditures, most of which was directed to the expansion of our regenerative medicine production capacity and global enterprise system implementation. We also paid $2.8 million ($3.0 million net of $0.1 million of cash acquired and $0.1 million holdback subject to working capital adjustment) for the acquisition of Tarsus Medical, Inc.

In the first quarter of 2012 we paid $10.4 million in cash for capital expenditures, most of which was directed to the expansion of our regenerative medicine production capacity and global enterprise system implementation and $0.2 million for a working capital adjustment related to the SeaSpine acquisition. We also invested $53.2 million in short-term time deposit accounts, which are held outside of the United States.

### Cash Flows Provided by Financing Activities

Our financing activities in the three months ended March 31, 2013 did not consist of any material items.

Our principal uses of cash in the quarter ended March 31, 2012 for financing activities were repayments of $12.8 million under our senior credit facility.

### Working Capital

At March 31, 2013 and December 31, 2012, working capital was $341.3 million and $346.1 million, respectively.

**Amended and Restated Senior Credit Agreement**

On August 10, 2010, the Company entered into an amended and restated credit agreement (the “First Amendment") with a syndicate of lending banks and further amended the agreement on June 8, 2011 (the “Second Amendment”, and collectively referred to herein as the “Senior Credit Facility”). The Second Amendment increased the revolving credit component from $450.0 million to $600.0 million and eliminated the $150.0 million term loan component that existed under the First Amendment, allows the Company to further increase the size of the revolving credit component by an aggregate of $200.0 million with additional commitments, provides the Company with decreased borrowing rates and annual commitment fees, and provides more favorable financial covenants. The Second Amendment extended the Senior Credit Facility’s maturity date from August 10, 2015 to June 8, 2016. Both the First Amendment and the Second Amendment are collateralized by substantially all of the assets of the Company’s U.S. subsidiaries, excluding intangible assets. The Senior Credit Facility is subject to various financial and negative covenants and at March 31, 2013, the Company was in compliance with all such covenants.

On May 11, 2012, the Company entered into another amendment to the Senior Credit Facility. The amendment modified certain financial and negative covenants as disclosed in Note 5, the effect of which was to increase the Company’s capacity to borrow.

Borrowings under the Senior Credit Facility currently bear interest, at the Company’s option, at a rate equal to (i) the Eurodollar Rate (as defined in the Senior Credit Facility, which definition has not changed) in effect from time to time plus the applicable rate (ranging from 1.00% to 1.75%) or (ii) the highest of (x) the weighted average overnight Federal funds rate, as published by the Federal Reserve Bank of New York, plus 0.5%, (y) the prime lending rate of Bank of America, N.A. or (z) the one-month Eurodollar Rate plus 1.0%. The applicable rates are based on the Company’s Consolidated Total Leverage Ratio (defined as the ratio of (a) consolidated funded indebtedness less cash in excess of $40 million that is not subject to any restriction of the use or investment thereof ("net debt") to (b) consolidated EBITDA) at the time of the applicable borrowing. The Company will also pay an annual commitment fee (ranging from 0.15% to 0.30%, based on the Company’s consolidated total leverage ratio) on the daily amount by which the revolving credit facility exceeds the outstanding loans and letters of credit under the credit facility.

We plan to utilize the Senior Credit Facility for working capital, capital expenditures, share repurchases, acquisitions, debt repayments and other general corporate purposes. At March 31, 2013 and December 31, 2012, there was $321.9 million outstanding under the Senior Credit Facility at a weighted average interest rate of 1.7% and 1.8%, respectively. The Company considers the balance to be long-term in nature based on its current intent and ability to repay the borrowing outside of the next twelve-month period.

At March 31, 2013, there was approximately $278.1 million available for borrowing under the Senior Credit Facility. However, because of the recall and associated shortages of affected products, the Company expects that its revenues and profits in 2013 will be lower than its previous forecast. As a result, the Company expects that its Consolidated Total Leverage Ratio, which governs both the applicable rate of interest under the Senior Credit Facility and the amount that may be outstanding at any one time, will rise significantly during the second, third, and fourth quarters of 2013 compared to earlier periods. If the Company does not increase its profits (measured by trailing consolidated EBITDA, subject to certain adjustments), reduce its net debt, or amend its Senior Credit Facility, the Consolidated Total Leverage Ratio will effectively limit the Company's ability to use all the available capacity under the Senior Credit Facility. In addition, if the Company failed to comply with the Consolidated Total Leverage Ratio covenant, it would not be able to make future borrowings, would have to pay a higher rate of interest associated with outstanding borrowings, and would be subject to remedies under the Senior Credit Facility.

**Convertible Debt and Related Hedging Activities**

We pay interest each June 15 and December 15 on our $230.0 million senior convertible notes due December 2016 (“2016 Notes”) at an annual interest rate of 1.625%.

The 2016 Notes are senior, unsecured obligations of Integra, and are convertible into cash and, if applicable, shares of our common stock based on an initial conversion rate, subject to adjustment, of 17.4092 shares per $1,000 principal amount of 2016 Notes (which represents an initial conversion price of approximately $57.44 per share). We expect to satisfy any conversion of the 2016 Notes with cash up to the principal amount pursuant to the net share settlement mechanism set forth in the respective indenture and, with respect to any excess conversion value, with shares of our common stock. The 2016 Notes are convertible only in the following circumstances: (1) if the closing sale price of our common stock exceeds 150% of the conversion price during a period as defined in the applicable indenture; (2) if the average trading price per $1,000 principal amount of the 2016 Notes is less than or equal to 98% of the average conversion value of the 2016 Notes during a period as defined in the applicable indenture; (3) at any time on or after June 15, 2016; or (4) if specified corporate transactions occur. The issue price of the 2016 Notes was equal to their face amounts, which is also the amount holders are entitled to receive at maturity if the 2016 Notes are not converted. None of these conditions existed with respect to the 2016 Notes; therefore the 2016 Notes are classified as long-term.

In connection with the issuance of the 2016 Notes, we entered into call transactions and warrant transactions, primarily with affiliates of the initial purchasers of the 2016 Notes (the “hedge participants”). The cost of the call transactions to us was approximately $42.9 million for the 2016 Notes. We received approximately $28.5 million of proceeds from the warrant transactions for 2016 Notes. The call transactions involved our purchasing call options from the hedge participants, and the warrant transactions involved us selling call options to the hedge participants with a higher strike price than the purchased call options. The initial strike price of the call transactions is approximately $57.44 for the 2016 Notes, subject to anti-dilution adjustments. The initial strike price of the warrant transactions is approximately $70.05 for the 2016 Notes, in each case subject to customary anti-dilution adjustments.

We may from time to time seek to retire or purchase a portion of our outstanding 2016 Notes through cash purchases and/or exchanges for equity securities, in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. Under certain circumstances, the call options associated with any repurchased 2016 Notes may terminate early, but only with respect to the number of 2016 Notes that cease to be outstanding. The amounts involved may be material.

**Share Repurchase Plan**

On October 23, 2012, our Board of Directors authorized a repurchase of up to $75.0 million of outstanding common stock through December 2014. Shares may be repurchased either in the open market or in privately negotiated transactions. We repurchased no shares under this program during the first three months of 2013 and $75.0 million remains available under the authorization.

**Dividend Policy**

We have not paid any cash dividends on our common stock since our formation. Our Senior Credit Facility limits the amount of dividends that we may pay. Any future determinations to pay cash dividends on our common stock will be at the discretion of our Board of Directors and will depend upon our financial condition, results of operations, cash flows and other factors deemed relevant by the Board of Directors.

**Capital Resources**

We believe that our cash and available borrowings under the Senior Credit Facility are sufficient to finance our operations and capital expenditures. The Company considers all such outstanding amounts to be long-term in nature based on its current intent and ability to repay the borrowings outside of the next twelve month period.

**Off-Balance Sheet Arrangements**

There were no off-balance sheet arrangements during the three months ended March 31, 2013 that have or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to our interests.

**OTHER MATTERS**

**Critical Accounting Estimates**

The critical accounting estimates included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 have not materially changed.

**Recently Issued and Adopted Accounting Standards**

In February 2013, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2013-02, *Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income,* the FASB's final guidance related to additional reporting and disclosure of amounts reclassified out of accumulated other comprehensive income (AOCI). The amended guidance requires entities to provide information about the amounts reclassified out of accumulated other comprehensive income by component. Additionally, entities are required to present, either on the face of the financial statements or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income. The amended guidance does not change the current requirements for reporting net income or other comprehensive income. This update is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2012. The adoption of this standard did not have a material impact on the Company's financial statements.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rates that could adversely affect our results of operations and financial condition. To manage the volatility relating to these typical business exposures, we may enter into various derivative transactions when appropriate. We do not hold or issue derivative instruments for trading or other speculative purposes.

### Foreign Currency Exchange and Other Rate Risks

We operate on a global basis and are exposed to the risk that changes in foreign currency exchange rates could adversely affect our financial condition, results of operations and cash flows. We are primarily exposed to foreign currency exchange rate risk with respect to transactions and net assets denominated in euros, Swiss francs, British pounds, Canadian dollars, Australian dollars and Japanese yen. We manage the foreign currency exposure centrally, on a combined basis, which allows us to net exposures and to take advantage of any natural offsets. To mitigate the impact of currency fluctuations on transactions denominated in nonfunctional currencies, we periodically enter into derivative financial instruments in the form of foreign currency exchange forward contracts with major financial institutions. We temporarily record realized and unrealized gains and losses on these contracts that qualify as cash flow hedges in other comprehensive income, and then recognize them in other income or expense when the hedged item affects net earnings.

From time to time, we enter into foreign currency forward exchange contracts with terms of up to 12 months to manage currency exposures for transactions denominated in a currency other than an entity’s functional currency. As a result, the impact of foreign currency gains/losses recognized in earnings are partially offset by gains/losses on the related foreign currency forward exchange contracts in the same reporting period. At March 31, 2013, the notional amount of foreign currency contracts outstanding not designated as hedges was equivalent to $3.8 million. There were no foreign currency forward contracts outstanding at March 31, 2013 that were designated as hedges.

We maintain written policies and procedures governing our risk management activities. With respect to cash flow hedges, changes in cash flows attributable to hedged transactions are generally expected to be completely offset by changes in the fair value of hedge instruments. Consequently, foreign currency exchange contracts would not subject us to material risk due to exchange rate movements, because gains and losses on these contracts offset gains and losses on the assets, liabilities or transactions being hedged.

The results of operations discussed herein have not been materially affected by inflation.

### Interest Rate Risk

*Cash and Cash Equivalents* - We are exposed to the risk of interest rate fluctuations on the interest income earned on our cash and cash equivalents. A hypothetical 100 basis point movement in interest rates applicable to our cash and cash equivalents outstanding at March 31, 2013 would increase interest income by approximately $0.9 million on an annual basis. No significant decrease in interest income would be expected as our cash balances are earning interest at rates close to zero. We are subject to foreign currency exchange risk with respect to cash balances maintained in foreign currencies.

*Senior Credit Facility* - Our interest rate risk relates primarily to U.S. dollar LIBOR-indexed borrowings. We have used an interest rate derivative instrument to manage our earnings and cash flow exposure to changes in interest rates by utilizing a forward-starting interest rate swap that began to offset a portion of our interest payments in the first quarter of 2011. This interest rate derivative instrument fixed the interest rate on a portion of our expected LIBOR-indexed floating-rate borrowings beginning on December 31, 2010. The interest rate swap had a notional amount of $123.8 million outstanding as of March 31, 2013. We recognized $0.5 million of additional interest expense related to this derivative during the three months of 2013. The fair value of our interest rate derivative instrument was a net liability of $3.6 million at March 31, 2013.

Based on our outstanding borrowings at March 31, 2013, a one-percentage point change in interest rates would have impacted interest expense on the unhedged portion of the debt by $2.0 million on an annualized basis.

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Management has designed our disclosure controls and procedures to provide reasonable assurance of achieving the desired control objectives.

As required by Exchange Act Rule 13a-15(b), we have carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2013. Based upon this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of March 31, 2013 to provide such reasonable assurance.

As previously disclosed, the Company is in the process of a multi-year implementation of a global enterprise resource planning ("ERP") system. In 2013, the Company expects the ERP will be deployed in certain U.S. operations. In addition, in response to business integration activities, the Company has and will continue to further align and streamline the design and operation of the financial control environment to be responsive to the changing business model.

**Changes in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the quarter ended March 31, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

Various lawsuits, claims and proceedings are pending or have been settled by us; the most significant of which are described below.

The Company is subject to various claims, lawsuits and proceedings in the ordinary course of the Company's business, including claims by current or former employees, distributors and competitors and with respect to its products and product liability claims, lawsuits and proceedings, some of which have been settled by the Company. In the opinion of management, such claims are either adequately covered by insurance or otherwise indemnified, or are not expected, individually or in the aggregate, to result in a material adverse effect on our financial condition. However, it is possible that the Company's results of operations, financial position and cash flows in a particular period could be materially affected by these contingencies.

On June 6, 2012, the Company was contacted by the United States Attorney's Office for the District of New Jersey regarding the activities of sales representatives in a single region within our Extremities Reconstruction division. The U.S. Attorney's Office is investigating the activities of three sales representatives, one of whom was a supervisor until terminated by the Company for failure to cooperate with this investigation. The activities at issue pertain to alleged improper billing of products for extremities indications. The Company is cooperating with the United States Attorney's Office on a voluntary basis and is not a subject or target of an investigation at this time.

The Company accrues for loss contingencies when it is deemed probable that a loss has been incurred and that loss is estimable. The amounts accrued are based on the full amount of the estimated loss before considering insurance proceeds, and do not include an estimate for legal fees expected to be incurred in connection with the loss contingency. The Company consistently accrues legal fees expected to be incurred in connection with loss contingencies as those fees are incurred by outside counsel as a period cost.

### ITEM 1A. RISK FACTORS

The Risk Factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 have not materially changed other than the modifications to the risk factors as set forth below.

**Risks Related to Our Business**

***Our operating results may fluctuate.***

Our operating results, including components of operating results such as gross margin and cost of product sales, may fluctuate from time to time, and such fluctuations could affect our stock price. Our operating results have fluctuated in the past and can be expected to fluctuate from time to time in the future. Some of the factors that may cause these fluctuations include:

- economic conditions in the United States or abroad, especially in Europe, which could affect the ability of hospitals and other customers to purchase our products and could result in a reduction in elective and non-reimbursed operative procedures;
- the impact of acquisitions;
- the impact of our restructuring activities;
- the timing of significant customer orders, which tend to increase in the fourth quarter to coincide with the end of budget cycles for many hospitals;
- market acceptance of our existing products, as well as products in development;
- the timing of regulatory approvals;
- changes in the rates of exchange between the U.S. dollar and other currencies of foreign countries in which we do business, such as the euro, the British pound and the Japanese yen;
- expenses incurred and business lost in connection with product field correction actions or recalls;
- potential backorders and lost sales resulting from stoppages in production relating to product recalls or field corrective actions;
- changes in the cost or decreases in the supply of raw materials, including energy and steel;

- our ability to manufacture and ship our products efficiently or in sufficient quantities to meet sales demands;
- the timing of our research and development expenditures;
- reimbursement for our products by third-party payors such as Medicare, Medicaid and private health insurers;
- inspections of our manufacturing facilities for compliance with Quality System Regulations (Good Manufacturing Practices) which could result in Form 483 observations, warning letters, injunctions or other adverse findings from the FDA or from equivalent regulatory bodies, and corrective actions, procedural changes and other actions that we determine are necessary or appropriate to address the results of those inspections, any of which may affect production and our ability to supply our customers with our products; and
- the increased regulatory scrutiny of certain of our products, including products which we manufacture for others, could result in their being removed from the market.

***To market our products under development we will first need to obtain regulatory approval. Further, if we fail to comply with the extensive governmental regulations that affect our business, we could be subject to penalties and could be precluded from marketing our products.***

As a manufacturer and marketer of medical devices, we are subject to extensive regulation by the FDA and the Center for Medicare Services of the U.S. Department of Health and Human Services and other federal governmental agencies and, in some jurisdictions, by state and foreign governmental authorities. These regulations govern the introduction of new medical devices, the observance of certain standards with respect to the design, manufacture, testing, labeling, promotion and sales of the devices, the maintenance of certain records, the ability to track devices, the reporting of potential product defects, the import and export of devices and other matters. We are facing an increasing amount of scrutiny and compliance costs as more states are implementing regulations governing medical devices, pharmaceuticals and/or biologics which affect many of our products. As a result, we have been implementing additional procedures, controls and tracking and reporting processes, as well as paying additional permit and license fees, where required.

Our products under development are subject to FDA approval or clearance prior to marketing for commercial use. The process of obtaining necessary FDA approvals or clearances can take years and is expensive and uncertain. The FDA has issued new Guidance Documents regarding the approval and review of medical devices such as the Refuse to Accept Policy for 510(k)s, Acceptance and Filing Reviews for Premarket Approval Process (PMA) as well as other guidance. We must be in substantial compliance with these FDA Guidance Documents for the FDA to review our submissions.

Our inability to obtain required regulatory approval on a timely or acceptable basis could harm our business. Further, approval or clearance may place substantial restrictions on the indications for which the product may be marketed or to whom it may be marketed, warnings that may be required to accompany the product or additional restrictions placed on the sale and/or use of the product. Further studies, including clinical trials and FDA approvals, may be required to gain approval for the use of a product for clinical indications other than those for which the product was initially approved or cleared or for significant changes to the product. These studies could take years to complete and could be expensive, and there is no guarantee that the results will convince the FDA to approve or clear the additional indication. Any negative outcome in our clinical trials as a result of any interim analysis which we may do with respect to our clinical trials from time to time, could adversely affect our ability to launch new products, which could affect our sales and our ability to achieve reimbursement for new or existing products. In addition, for products with an approved PMA, the FDA requires annual reports and may require post-approval surveillance programs and/or studies to monitor the products' safety and effectiveness. Results of post-approval programs may limit or expand the further marketing of the product. We are also seeing third-party payors require clinical trial data for products cleared through the 510(k) process in order to continue reimbursement coverage. There is also no guarantee that the payors will agree to continue reimbursement or provide additional coverage based upon these clinical trials. These clinical trials could take years to complete and be expensive, and there is no guarantee that the FDA will approve the additional indications for use. If the FDA does not approve the additional indications for use, our ability to obtain reimbursement for these products and our ability to compete against alternative products or technologies could suffer and, consequently, affect our sales.

Another risk of application to the FDA relates to the regulatory classification of new products or proposed new uses for existing products. In the filing of each application, we make a judgment about the appropriate form and content of the application. If the FDA disagrees with our judgment in any particular case and, for example, requires us to file a Premarket Approval (PMA) application rather than allowing us to market for approved uses while we seek broader approvals or requires extensive additional clinical data, the time and expense required to obtain the required approval might be significantly increased or approval might not be granted. Furthermore, the timing of approvals in the U.S. and Europe is now dependent on the class of product. Any of our Class III devices (those categorized as supporting or sustaining human life, are of substantial importance in preventing impairment of human health, or which present a potential, unreasonable risk of illness or injury) and products of animal origin take an extensive amount of time to obtain approval in the European Union, and all require clinical reports or clinical trial data which can be costly.

The FDA Safety and Innovation Act (FDASIA), which includes the Medical Device User Fee Amendments of 2012 (MDUFA III), as well as other medical device provisions, went into effect October 1, 2012. This includes performance goals and user fees paid to tha FDA by medical device companies when they register and list with the FDA and when they submit an application to market a device in the U.S. This will affect the fees paid to the FDA over the 5 year period that FDASIA is in effect. As part of FDASIA, there are also new requirements regarding FDA Establishment Registration and Listing of Medical Devices. All foreign manufacturers must register and list medical devices for sale in the U.S. All of our facilities comply with these requirements. However, we also source products from foreign contract manufacturers. From this business practice, it is possible that some of our foreign contract manufacturers will not comply with the new requirements and choose not to register with the FDA. In such an event, we will need to determine if there are alternative foreign contract manufacturers who comply with these requirements. If such a foreign contract manufacturer is a sole supplier of one of our products, there is a risk that we may not be able to source another supplier.

Our manufacturing facilities must be in compliance with FDA Quality System Regulations (current Good Manufacturing Practices). In addition, approved products are subject to continuing FDA requirements relating to quality control and quality assurance, maintenance of records, reporting of adverse events and product recalls, documentation, and labeling and promotion of medical devices. For example, some of our orthobiologics products are subject to FDA and certain state regulations regarding human cells, tissues, and cellular or tissue-based products, which include requirements for Establishment Registration and listing, donor eligibility, current good tissue practices, labeling, adverse-event reporting, and inspection and enforcement. Some states have their own tissue banking regulation. We are licensed or have permits as a tissue bank in California, Florida, New York and Maryland. In addition, tissue banks may undergo voluntary accreditation by the AATB. The AATB has issued operating standards for tissue banking. Compliance with these standards is a requirement in order to become a licensed tissue bank.

The FDA and foreign regulatory authorities require that our products be manufactured according to rigorous standards. These and future regulatory requirements could significantly increase our production or purchasing costs and could even prevent us from making or obtaining our products in amounts sufficient to meet market demand. If we or a third-party manufacturer change our approved manufacturing process, the FDA may require a new approval before that process may be used. Failure to develop our manufacturing capability could mean that, even if we were to develop promising new products, we might not be able to produce them profitably, as a result of delays and additional capital investment costs.

All of our manufacturing facilities, both international and domestic, are also subject to inspections by or under the authority of the FDA and other regulatory agencies. Failure to comply with applicable regulatory requirements could subject us to issuance of FDA Form 483 Inspectional Observations, warning letters or enforcement action by the FDA or other agencies, including product seizures, recalls, withdrawal of clearances or approvals, restrictions on or injunctions against marketing our product or products based on our technology, denials of requests for exportation certificates to foreign governments, cessation of operations and civil and criminal penalties, any of which could materially affect our business.

We have received warning letters at our Plainsboro, New Jersey, Andover, England, and Anasco, Puerto Rico facilities. We have incurred, and will incur, expenses to remediate issues identified in those warning letters and other observations issued in connection with other inspections at other facilities, and to prepare our manufacturing facilities for anticipated FDA inspections. The FDA has notified us that it will not grant requests for exportation certificates to foreign governments until the violations identified in the warning letters have been corrected. If such remediation cannot be completed in a timely manner, we may not be able to produce certain products for a period of time or may not be able to sell such products in certain markets. There can be no assurance that such remediation and preparation activities will address all such observations to the FDA's satisfaction, or that the FDA will not impose additional regulatory sanctions with respect to such observations.

We manufacture medical devices that are subject to various electrical safety standards. Many countries have adopted the recommendations of the International Electrotechnical Commission (“IEC”) for the safety and effectiveness of medical electrical equipment. The IEC is a non-profit, non-governmental international standards organization that prepares and publishes International Standards for all electrical, electronic and related technologies. Their updated standards are being implemented in some markets starting in July 2012 and will continue to be adopted over the following years worldwide. If we cannot comply with these standards, we may not be able to sell some of our products in the affected markets. Most of our affected products have already been modified to meet the new standards and are substantially in compliance with these standards. Except in limited circumstances, we do not anticipate any delays in selling our products in the markets that have adopted the IEC updated standards.

We are also subject to other regulatory requirements of countries outside the United States where we do business. For example, under the European Union Medical Device Directive (MDD), all medical devices must meet the Medical Device Directive standards in order to obtain CE Mark Certification prior to marketing in the EU. CE Mark Certification requires a comprehensive Quality System program, comprehensive technical and clinical documentation and data on the product, which a

Notified Body in the EU reviews. In addition, we must be certified to the ISO 13485:2003 Quality System standards and maintain this certification in order to market our products in the EU, Canada, Japan, Latin America, countries in the Asia-Pacific region and most other countries outside the United States. The EU has revised the Medical Device Directive (93/42/EC as amended by 2007/47/EC).

Compliance with these regulations requires extensive documentation, clinical reports for all products sold in the EU and other requirements. Requirements to meet these regulations can be costly and are mandatory to market our products in the EU. Many other countries have instituted new medical device regulations and/or revised current medical device regulations. These regulations often require extensive documentation, including clinical data and could require audits of our manufacturing facilities in order to gain approval to sell our products in that country. There are also associated fees with these new regulations. These regulations are required for all new products and re-registration of our medical devices, and could involve lengthy and expensive reviews.

Our products that contain human derived tissue, including those containing demineralized bone matrices, are not medical devices in the EU as defined in the Medical Device Directive (93/42/EC). They are also not medicinal products as defined in Directive 2001/83/EC. Today, regulations, if applicable, differ from one EU member state to the next. Because of the absence of a harmonized regulatory framework, the approval process for human-derived cell or tissue based medical products may be extensive, lengthy, expensive, and unpredictable. Among others, some of our orthobiologics products are subject to EU member states' regulations that govern the donation, procurement, testing, coding, traceability, processing, preservation, storage, and distribution of human tissues and cells and cellular or tissue-based products. These EU member states' regulations include requirements for registration, listing, labeling, adverse-event reporting, and inspection and enforcement. Some EU member states have their own tissue banking regulations. In addition, some EU member states have instituted new requirements for additional testing of donors that may prevent our obtaining approval of certain products in those member states.

***Changes in the healthcare industry may require us to decrease the selling price for our products, may reduce the size of the market for our products, or may eliminate a market, any of which could have a negative impact on our financial performance.***

Trends toward managed care, healthcare cost containment and other changes in government and private sector initiatives in the United States and other countries in which we do business are placing increased emphasis on the delivery of more cost-effective medical therapies that could adversely affect the sale and/or the prices of our products. For example:

- as mentioned above, new legislation, which is intended to expand access to health insurance coverage over time, will result in major changes in the United States healthcare system that could have an adverse effect on our business, including a 2.3% excise tax on U.S. sales of most medical devices, implemented in 2013, which will adversely affect our earnings;
- third-party payors of hospital services and hospital outpatient services, including Medicare, Medicaid and private healthcare insurers, annually revise their payment methodologies, which can result in stricter standards for reimbursement of hospital charges for certain medical procedures or the elimination of reimbursement;
- Medicare, Medicaid and private healthcare insurer cutbacks could create downward price pressure on our products;
- local Medicare coverage as well as commercial carrier coverage determinations will eliminate reimbursement or coverage for certain of our matrix wound dressing products as well as other collagen products in most regions, negatively affecting our market for these products, and future determinations could eliminate reimbursement or coverage for these products in other regions and could eliminate reimbursement or coverage for other products;
- there has been a consolidation among healthcare facilities and purchasers of medical devices in the United States some of whom prefer to limit the number of suppliers from whom they purchase medical products, and these entities may decide to stop purchasing our products or demand discounts on our prices;
- we are party to contracts with group purchasing organizations, which negotiate pricing for many member hospitals, that require us to discount our prices for certain of our products and limit our ability to raise prices for certain of our products, particularly surgical instruments;
- there is economic pressure to contain healthcare costs in domestic and international markets, and, regardless of the consolidation discussed above, providers generally are exploring ways to cut costs by eliminating purchases or driving reductions in the prices that they pay for medical devices;

- there are proposed and existing laws, regulations and industry policies in domestic and international markets regulating the sales and marketing practices and the pricing and profitability of companies in the healthcare industry;
- proposed laws or regulations will permit hospitals to provide financial incentives to doctors for reducing hospital costs (known as gainsharing), will award physician efficiency (known as physician profiling), and will encourage partnerships with healthcare service and goods providers to reduce prices;
- the growing prevalence of physician-owned distributorships catering to the spinal surgery market has reduced and may continue to reduce our ability to compete effectively for business from surgeons who own such distributorships; and
- there have been initiatives by third-party payors to challenge the prices charged for medical products that could affect our ability to sell products on a competitive basis.

Any and all of the above factors could materially and adversely affect our levels of revenue and our profitability.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

On October 23, 2012, our Board of Directors authorized a repurchase of up to $75.0 million of outstanding common stock through December 2014. Shares may be repurchased either in the open market or in privately negotiated transactions.

There were no repurchases of our common stock during the three months ended March 31, 2013 under this program.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

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**ITEM 6. EXHIBITS**

| | |
|---|---|
| 10.1 | Letter Agreement dated February 19, 2013 between Peter J. Arduini and Integra LifeSciences Holdings Corporation (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 25, 2013) |
| 10.2 | Form of Performance Stock Agreement (Executive Officers) (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on February 25, 2013) |
| *10.3 | Performance Incentive Compensation Plan effective January 1, 2013 |
| *10.4 | Amendment to Second Amended and Restated 2003 Equity Incentive Plan effective January 1, 2013 |
| 10.5 | Amendment to 2000 Equity Incentive Plan (effective as of January 1, 2013) (Incorporated by reference to Exhibit 10.8(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2012) |
| 10.6 | Amendment to 2001 Equity Incentive Plan (effective as of January 1, 2013) (Incorporated by reference to Exhibit 10.9(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2012) |
| 10.7 | New Form of Restricted Stock Agreement for Non-Employee Directors under the 2003 Equity Incentive Plan (Incorporated by reference to Exhibit 10.38(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2012) |
| 10.8 | New Form of Restricted Stock Agreement for Executive Officers - Annual Vesting (Incorporated by reference to Exhibit 10.38(e) to the Company's Annual Report on Form 10-K for the year ended December 31, 2012) |
| 10.9 | New Form of Restricted Stock Agreement for Executive Officers - Cliff Vesting (Incorporated by reference to Exhibit 10.38(h) to the Company's Annual Report on Form 10-K for the year ended December 31, 2012) |
| *10.10 | Severance Agreement between Richard D. Gorelick and the Company dated as of January 3, 2012 |
| *31.1 | Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| *31.2 | Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| *32.1 | Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| *32.2 | Certification of Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| *†101.INS | XBRL Instance Document |
| *†101.SCH | XBRL Taxonomy Extension Schema Document |
| *†101.CAL | XBRL Taxonomy Extension Calculation Linkbase Document |
| *†101.DEF | XBRL Definition Linkbase Document |
| *†101.LAB | XBRL Taxonomy Extension Labels Linkbase Document |
| *†101.PRE | XBRL Taxonomy Extension Presentation Linkbase Document |

* Filed herewith

† The financial information of Integra LifeSciences Holdings Corporation Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 filed on May 2, 2013 formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations and Comprehensive Income, (ii) the Condensed Consolidated Balance Sheets, (iii) Parenthetical Data to the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Cash Flows, and (v) Notes to Condensed Consolidated Financial Statements, is furnished electronically herewith.

**SIGNATURES**

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.

| | | |
|---|---|---|
| | | **INTEGRA LIFESCIENCES HOLDINGS CORPORATION** |
| Date: | May 2, 2013 | /s/ Peter J. Arduini |
| | | Peter J. Arduini<br>President and Chief Executive Officer |
| Date: | May 2, 2013 | /s/ John B. Henneman, III |
| | | John B. Henneman, III<br>Corporate Vice President, Finance and Administration,<br>and Chief Financial Officer |

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# Integra LifeSciences Holdings Corporation Performance Incentive Compensation Plan

## Article I
## Establishment, Purpose, and Effective Date

This Integra LifeSciences Holdings Corporation Performance Incentive Compensation Plan (the "*Plan*") is established by Integra LifeSciences Holdings Corporation, a Delaware corporation ("*Integra*"), for the purpose of enhancing the ability of Integra to offer incentive compensation to eligible employees by rewarding the achievement of corporate goals, division and major corporate function goals, individual performance which is consistent with and supportive of the overall corporate objectives of Integra. More specifically, through this Plan, Integra intends to (i) reinforce strategically important financial and operational objectives; (ii) provide rewards based on achieving significant corporate, departmental or division and individual goals and objectives; (iii) provide incentives that result in behavior that is consistent with increasing stockholder value and the success of Integra; and (iv) incorporate an incentive program in the Integra overall compensation program to help attract, retain, and motivate key employees. The Plan is a plan for employees of Integra and its subsidiaries for Performance Periods beginning on or after January 1, 2013 (the "*Effective Date*").

It is Integra's intent that bonuses paid under this Plan may be, but shall not be required to be, designed to be deductible without limit under Section 162(m) of the Internal Revenue Code of 1986, as amended, and the regulations and interpretations promulgated thereunder (collectively, the "*Code*").

## Article II
## Definitions

**2.1** ***Board***. "Board" shall mean the Board of Directors of Integra.

**2.2** ***Bonus***. "Bonus" shall mean a cash payment under this Plan.

**2.3** ***Bonus Opportunity***. "Bonus Opportunity" shall mean the opportunity to receive a Bonus, subject to all applicable terms and conditions.

**2.4** ***Business Criteria***. "Business Criteria" shall mean the Business Criteria set forth in Section 3.1(e) hereof on which the Performance Objectives may be based.

**2.5** ***Change in Control***. "Change in Control" shall mean the occurrence of any of the following:

(a) An acquisition (other than directly from Integra) of any voting securities of Integra ("*Voting Securities*") by any "Person" (as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act) immediately after which such Person has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50 percent or more of the combined voting power of all the then outstanding Voting Securities, other than Integra, any trustee or other fiduciary holding securities under any employee benefit plan of Integra or an affiliate thereof, or any corporation owned, directly or indirectly, by the stockholders of Integra in substantially the same proportions as their ownership of stock of Integra; *provided*, *however*, that any acquisition from Integra or any acquisition pursuant to a transaction which complies with paragraph (c)(i) and (ii) below shall not be a Change in Control under this paragraph (a);

(b) The individuals who, as of February 20, 2013, are members of the Board (the "*Incumbent Board*") cease for any reason to constitute at least two-thirds of the Board; *provided*, *however*, that if the election, or nomination for election by the stockholders, of any new director was approved by a vote of at least two-thirds of the members of the Board who constitute Incumbent Board members, such new directors shall for all purposes be considered as members of the Incumbent Board as of February 20, 2013, *provided* *further*, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened "Election Contest" (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors (a "*Proxy Contest*") including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest;

(c) Consummation by Integra of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Integra or the acquisition of assets or stock of another entity (a "*Business Combination*"), unless immediately following such Business Combination: (i) more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of (A) the corporation resulting from such Business Combination (the "*Surviving Corporation*"), or (B) if applicable, a corporation which as a result of such transaction owns Integra or all or substantially all of Integra's assets either directly or through one or more subsidiaries (the "*Parent Corporation*"), is represented, directly or indirectly, by Integra Voting Securities outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportions as their ownership, immediately prior to such Business Combination, of Integra Voting Securities; and (ii) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination;

(d) The approval by the stockholders of Integra of a complete liquidation or dissolution of Integra; or

(e) Acceptance by the stockholders of Integra of shares in a share exchange if the stockholders of Integra immediately before such share exchange do not own, directly or indirectly, immediately following such share exchange more than 50 percent of the combined voting power of the outstanding Voting Securities of the corporation resulting from such share exchange in substantially the same proportion as their ownership of the Voting Securities outstanding immediately before such share exchange.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Bonus Opportunity which provides for the deferral of compensation and is subject to Code Section 409A, the transaction or event described in this Section 2.5 with respect to such Bonus Opportunity must also constitute a "change in control event," as defined in Treasury Regulation § 1.409A-3(i)(5) to the extent required by Code Section 409A.

**2.6** ***Company***. "Company" shall mean Integra and its subsidiaries.

**2.7** ***Covered Employee*****.** "Covered Employee" shall mean any employee of the Company who is, or could become, a "covered employee" within the meaning of Code Section 162(m).

**2.8** ***Eligible Employee*****.** "Eligible Employee" shall mean an employee of the Company.

**2.9** ***Exchange Act*****.** "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

**2.10** ***Outside Director***. "Outside Director" shall have the meaning set forth in the regulations and rulings promulgated under Code Section 162(m).

**2.11** ***Participant***. "Participant" shall mean an Eligible Employee who has been selected to participate in the Plan by the Committee pursuant to Section 3.1(a) hereof. Unless otherwise determined by the Committee, each Eligible Employee located in the United States shall be a Participant. Pursuant to Section 3.1(d), the Committee may determine the extent, if any, to which Eligible Employees employed by the Company outside the United States shall be eligible to participate in the Plan for a given Performance Period.

**2.12** ***Performance Period***. "Performance Period" shall mean a period for which Bonus Opportunities may be awarded. The first Performance Period under the Plan shall begin on January 1, 2013 and end on December 31, 2013.

**2.13** ***QPBC***. "QPBC" shall mean "qualified performance-based compensation" within the meaning set forth in the regulations and rulings promulgated under Code Section 162(m).

**2.14** ***Target Bonus***. "Target Bonus" shall mean the target amount, expressed as a percentage of a Participant's base salary or a fixed value, that the Participant may earn as a Bonus for an applicable Performance Period, provided that the target level of performance is achieved with respect to each Performance Objective applicable to the Participant for such Performance Period, and subject to funding. Notwithstanding the foregoing, in no event shall a Participant's Target Bonus exceed 165% of his or her base salary as in effect as of the final day of the applicable Performance Period.

## Article III
## Eligibility and Benefits

**3.1** ***Eligible Employees; Performance Objectives***.

a) Subject to this Section 3.1, the Committee shall determine which Eligible Employees shall be Participants in the Plan for a given Performance Period.

b) Subject to the approval by the Committee, all Eligible Employees employed by the Company in the United States in a Bonus Level 1 or above position, as of January 1 of a Performance Period, shall be eligible to be selected to participate in the Plan for such Performance Period. In addition, Eligible Employees who are newly hired to a Bonus Level 1 or above position in the United States after January 1 of a Performance Period, but prior to October 1 of such Performance Period, will, subject to the approval of the Committee, be eligible to participate in the Plan for such Performance Period. Any Eligible Employee employed in the United States who is either (i) promoted to a Bonus Level 1 or above position or (ii) a participant in the Plan but is promoted to a higher Bonus Level position, in either case after January 1 of a Performance Period, but prior to October 1 of such Performance Period, will, subject to the approval of the Committee, be eligible to participate in the Plan for the remaining portion of the Performance Period after the promotion.

c) An Eligible Employee who is hired into a Bonus Level 1 or above position in the United States on or after October 1 of a Performance Period shall not be eligible to participate in the Plan for such Performance Period. An Eligible Employee who is not participating in the Plan for a Performance Period and is subsequently promoted to a Bonus Level 1 or above position in the United States on or after October 1 of a Performance Period shall also not be eligible to participate in the Plan. An Eligible Employee who is participating in the Plan for a Performance Period and is subsequently promoted to a higher position on or after October 1 of a Performance Period shall continue at the participation level for the Performance Period prior to the promotion. Except as otherwise provided in this Plan, any individual participating in the Plan during a Performance Period who ceases to be an Employee during such Performance Period shall cease to be eligible to participate in the Plan.

d) The Committee shall determine the extent, if any, to which Eligible Employees employed by the Company outside the United States shall be eligible to participate in the Plan for a given Performance Period.

e) Each Bonus Opportunity shall be subject to such terms and conditions as the Committee shall establish, which shall include the amount of the Bonus to be paid based upon the attainment of one or more performance objectives (each, a "*Performance Objective*"). For any Bonus that is intended to be QPBC, each Performance Objective under the corresponding Bonus Opportunity shall be based on one or more of the following business criteria (the "*Business Criteria*") with respect to (i) Integra, (ii) Integra's worldwide operations, regional operations, country specific operations and/or subsidiaries, business units, affiliates, corporations, divisions, groups, functions or employees and/or (iii) Integra's brands, groups of brands or specific brands: revenue; gross or net revenue; revenue growth; gross or net sales; profitability; gross or net profit; profitability growth; earnings before interest, taxes, depreciation and amortization; adjusted earnings before interest, taxes, depreciation and amortization; net income or adjusted net income; pre-tax income; operating profit; cost improvements; operating earnings; working capital; return on assets; return on net assets; return on equity; return on capital; economic value or economic value added; return on sales; earnings per share; adjusted earnings per share; stock price appreciation; total stockholder return; price per share; cash flow; free cash flow; operating cash flow; year-end cash; costs or expenses; regulatory body approval for commercialization of a product; research and development achievements; implementation or completion of critical projects; market share; asset turnover; inventory turnover; capacity utilization; mergers and acquisition integration; environmental health and safety; quality; diversity; customer retention; sales-related goals; customer satisfaction and/or growth; increase in customer base; financial and other capital-raising transactions; employee satisfaction; and recruiting and maintaining personnel, any of which may be measured either in absolute terms or as compared to any incremental increase or decrease or as compared to results of other companies or to market performance indicators or indices. For any Bonus that is not intended to be QPBC, the Performance Objectives under the corresponding Bonus Opportunity may be based upon any of the foregoing Business Criteria and/or upon other standards, including without limitation individual performance goals and personal contributions to the Company's business.

**3.2** ***Determination of Bonus Opportunity***. Subject to the terms of the Plan (including the provisions applicable to QPBC set forth in Sections 4.4 and 4.5 hereof), the Committee shall have authority to determine the amount of the Bonus Opportunity granted to each Participant, including threshold, target and maximum amounts.

**3.3** ***Determination of Bonus Amounts***. Subject to Section 3.2 above, the Committee may, in the case of a Participant who is not an executive officer of the Company or a Covered Employee, increase the amount of any Bonus that is not intended to be QPBC by up to 100% of the amount that would otherwise be paid based upon the established terms of the Bonus Opportunity and, in the case of any Participant, may reduce the amount of any Bonus by up to 100%, in each case based on the Committee's assessment of the individual Participant's performance for the applicable Performance Period. Notwithstanding the foregoing, in no event shall the amount of a Bonus for an executive officer exceed 150% of such executive officer's Target Bonus.

**3.4** ***Maximum Bonus***. The maximum Bonus payable to any Participant under the Plan with respect to any calendar year shall be $3,000,000.

## Article IV
## Section 162(m) Bonuses

**4.1** ***QPBC***. The Committee, in its discretion, may determine whether any Bonus is intended to be QPBC, and may take such actions which it may deem necessary to ensure that such Bonus will so qualify. The Committee, in its sole discretion, may grant Bonus Opportunities to Eligible Employees that are based on Business Criteria but that do not satisfy the requirements of this Article IV and that are not intended to qualify as QPBC.

**4.2** ***Performance Objectives***. With respect to any Bonus that the Committee determines should be QPBC:

(a) the Performance Objectives shall be established in writing by the Committee not later than 90 days after the commencement of the applicable Performance Period or any designated fiscal period or period of service (or such earlier time as may be required under Code Section 162(m)) to which the Performance Objectives relate, provided that the outcome is substantially uncertain at the time the Committee actually establishes the performance targets; *provided*, *further*, that in no event shall the

Performance Objectives be established after 25% of the period of service (as scheduled in good faith at the time the Performance Objectives are established) has elapsed; and

(b) within the period described in Section 4.2(a) above, the Committee shall, in writing, (i) designate the Participants to whom such Bonus Opportunity is awarded, (ii) select the Business Criteria applicable to the Performance Period, (iii) establish the Performance Objectives for the applicable Business Criteria, and the Bonus Opportunity for such Performance Period based on the Business Criteria and (iv) specify the relationship between Business Criteria and the Performance Objectives and the amounts of the Bonus to be earned by each Covered Employee for such Performance Period; and

(c) before the Bonus is paid to the applicable Participant, the Committee must certify in writing (which may take the form of a certification in minutes of the Committee or a resolution) that the Performance Objectives and any other material terms were satisfied; and

(d) the Performance Objectives must be based on an objective formula or standard.

**4.3** ***Compliance with Code Section 162(m)***. Performance Objectives relating to a Bonus intended to be QPBC shall be drafted and implemented in a manner consistent with Code Section 162(m). Furthermore, notwithstanding any other provision of the Plan, Bonuses that are intended to be QPBC shall be subject to any additional limitations set forth in Code Section 162(m) or any regulations or rulings promulgated thereunder that are requirements for qualification as QPBC, and the Plan shall be deemed amended to the extent necessary to conform to such requirements. With respect to any Bonus intended to be QPBC, the provisions of this Article IV shall control over any contrary provision contained in the Plan.

**4.4** ***Payment of QPBC***. Unless otherwise provided by the Committee and only to the extent otherwise permitted by Code Section 162(m), with respect to each Bonus that is intended to qualify as QPBC, (a) the Participant must be employed by the Company throughout the Performance Period and (b) the Participant shall be eligible to receive payment of the Bonus for the Performance Period only if and to the extent that the Performance Objectives for such period are achieved, contingent on funding.

**4.5** ***Limited Discretion***. Once a Bonus Opportunity is established pursuant to Section 4.2 hereof for a Bonus that is intended to be QPBC, the Committee shall not have any discretion to increase it based upon the established terms of the Bonus Opportunity or to modify the applicable Performance Objectives (other than pursuant to automatic objectively determinable adjustments established at the time the Performance Objectives were established), to the extent the existence or exercise of such discretion is inconsistent with the requirements for QPBC. In determining the amount of any Bonus that is intended to be QPBC, the Committee shall have the right to reduce (but not to increase) the amount of the Bonus that is derived solely based on the attainment of the applicable Performance Objectives, to take into account additional factors that the Committee may deem relevant to the assessment of individual or corporate performance.

**4.6** ***Stockholder Approval***. Notwithstanding any provision in the Plan to the contrary, no Bonuses intended to be QPBC shall be paid under the Plan unless and until the stockholders of Integra approve the Plan and the Business Criteria as required by Code Section 162(m). So long as the Plan shall not have been previously terminated by Integra, to the extent Integra determines that the Bonus relating to any Bonus Opportunity established under the Plan more than five years after Integra stockholders' initial approval of the Plan shall continue to be intended to be QPBC, the Plan and the Business Criteria shall be resubmitted for approval of the stockholders of Integra no later than the fifth year after it shall have first been approved by the stockholders of Integra and every fifth year thereafter.

## Article V
## Payment of Benefits

**5.1** ***Form of Payment***. Bonuses under the Plan may be paid in cash or its equivalent, as determined by the Committee in its sole discretion.

**5.2** ***Designation of Beneficiary***. In the event of the death of a Participant after the completion of a Performance Period for a Bonus but before the Bonus is paid, the Bonus (if any) shall be paid to the Participant's surviving spouse or, if the Participant does not have a surviving spouse, to the Participant's estate.

**5.3** ***Payees under Legal Disability***. If the Committee reasonably believes that any payee is legally incapable of giving a valid receipt and discharge for any payment due him or her, the Committee may have the payment (if any) made to the person (or persons or institution) whom it reasonably believes is caring for or supporting such payee. Any such payment shall be a payment for the benefit of the payee and shall be a complete discharge of any liability under the Plan to the payee.

**5.4** ***Payment of Bonuses***.

(a) Unless otherwise directed by the Committee, each Bonus shall be paid no later than the fifteenth day of the third month following the end of the calendar year in which the Bonus is no longer subject to a "substantial risk of forfeiture" (within the meaning of Code Section 409A).

(b) Subject to Section 5.2 hereof, unless otherwise specifically determined by the Committee or otherwise provided for in an employment or severance agreement with Integra, a Participant shall be eligible for payment of a Bonus under the Plan only if the Participant is an active employee of Integra on the date of payment; *provided*, *however*, that for a Participant who is on a leave of absence on the date of payment, Integra's Chief Human Resources Officer or his or her delegate shall have the discretion to determine the requirements for such Participant's return to active employee status in order to be eligible to receive the payment and the timing of such payment, but in no event shall such payment be made later than the last date permitted for such payment under Section 5.4(a) hereof.

(c) All payments under the Plan shall be directly deposited into the Participant's designated payroll deposit account, delivered in person or mailed to the last address of the Participant (or, in the case of the death of the Participant, to that of his or her surviving spouse or, if there is no surviving spouse, to the address of his or her estate). Each Participant shall be responsible for furnishing Integra with his or her current address and the address of his or her spouse, if any.

**5.5** ***No Entitlement to Bonuses***. Nothing contained in the Plan shall confer upon any person any claim or right to a Bonus with respect to any year or Performance Period, and whether the Company pays a Participant a Bonus and the amount of any such Bonus shall be determined by the Company in its sole and absolute discretion, subject to the terms and conditions of the Plan.

## Article VI
## Plan Administration

**6.1** ***Committee***. Authority to administer the Plan shall be vested in a committee (the "Committee") designated by the Board, consisting of at least two members, all of whom are Outside Directors; provided, that any action taken by the Committee shall be valid and effective, whether or not members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership set forth in this Section 6.1 or otherwise provided in any charter of the Committee. As of the Effective Date, the Compensation Committee of the Board shall serve as the Committee.

**6.2** ***Administrative Powers***. The Committee shall have all powers necessary to administer the Plan. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have the following powers and discretionary authority:

(a) To designate agents to carry out responsibilities relating to the Plan;

(b) To administer, interpret, and answer all questions which may arise under this Plan;

(c) To establish rules and procedures for the conduct of its business and for the administration of the Plan;

(d) To select and engage consultants, accountants, attorneys or other professionals or experts to render service or advice with regard to any responsibility the Committee has under the Plan, and (with Integra, its Board and its officers) to rely upon the advice or opinions of any such persons, to the extent permitted by law, being fully protected in acting and relying thereon in good faith; and

(e) To perform or cause to be performed such further acts as it may deem necessary or appropriate in the administration of the Plan.

All determinations and actions by the Committee relating to the Plan will be binding upon all parties, to the maximum extent permitted by law.

**6.3** ***Delegation of Authority***. To the extent permitted by applicable law, the Board or the Committee may from time to time delegate to a committee of one or more members of the Board or one or more officers of Integra the authority to grant or amend Bonuses or Bonus Opportunities, or to take other administrative actions pursuant to this Article 6; *provided*, *however*, that in no event shall an officer of Integra be delegated the authority to grant Bonuses to, or amend Bonus Opportunities held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act, (b) Covered Employees with respect to Bonuses intended to constitute QPBC, or (c) officers of Integra to whom authority has been delegated hereunder; *provided further*, that any delegation of administrative authority shall only be permitted to the extent it is permissible under Code Section 162(m) and other applicable law. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation, and the Board may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 6.3 shall serve in such capacity at the pleasure of the Board and the Committee.

**6.4** ***Indemnification***.

(a) To the maximum extent permitted by law, Integra shall indemnify each member of the Committee and of the Board against expenses (including any amount paid in settlement) reasonably incurred by him or her in connection with any claims against him or her by reason of the performance of his or her duties under the Plan. This indemnity shall not apply if the individual: (i) Acted fraudulently or in bad faith in the performance of his or her duties; or (ii) Fails to assist Integra in defending against the claim.

(b) Integra shall have the right to select counsel and to control the prosecution or defense of the suit.

(c) Integra shall not be required to indemnify any person for any amount incurred through settlement of any action unless Integra consents in writing to the settlement.

## Article VII
## Miscellaneous Matters

**7.1** ***Amendment and Termination***. Integra reserves the right to amend, modify, or terminate the Plan at any time by action of the Board or the Committee. Notwithstanding the foregoing, no amendment of the Plan or with respect to a Bonus Opportunity may be made that would constitute a modification of the material terms of a “performance goal” (as described in Treasury Regulation section 1.162-27(e)(2) or any successor thereto).

**7.2** ***Clawback***. Notwithstanding anything contained in the Plan to the contrary, to the extent allowed under applicable law or regulatory filings or unless otherwise determined by the Committee, all Bonuses granted under the Plan, and any related payments made under the Plan, shall be subject to the provisions of any clawback, repayment or recapture policy implemented by Integra, including any such policy adopted to comply with applicable law (including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act) or securities exchange listing standards and any rules or regulations promulgated thereunder, to the extent set forth in such policy and/or in any notice or agreement relating to a Bonus or payment under the Plan.

**7.3** ***Benefits Not Alienable***. Benefits under the Plan may not be assigned or alienated, whether voluntarily or involuntarily.

**7.4** ***No Enlargement of Employee Rights***. Nothing contained in the Plan shall be deemed to give a participant the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Participant at any time.

**7.5** ***Governing Law***. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware.

**7.6** ***Code Section 409A.*** Integra intends that the Bonuses under the Plan shall be exempt from Code Section 409A as short-term deferrals and shall not constitute “deferred compensation” within the meaning of Code Section 409A. The Plan shall be interpreted, construed and administered in accordance with the foregoing intent, so as to avoid the imposition of taxes and penalties on Participants pursuant to Code Section 409A. Integra shall have no liability to any Participant, any Participant’s spouse or otherwise if the Plan or any amounts paid or payable hereunder are subject to the additional tax and penalties under Code Section 409A.

**EXHIBIT 10.4**

**AMENDMENT TO THE**
**INTEGRA LIFESCIENCES HOLDINGS CORPORATION**
**SECOND AMENDED AND RESTATED**
**2003 EQUITY INCENTIVE PLAN**
**(Effective as of January 1, 2013)**

This Amendment (the "Amendment") to the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan, as amended (the "Plan") amends the Plan as follows:

1. Section 2 of the Plan is hereby amended to include the following definitions:

"*Cause*" shall mean, with respect to any Participant, "Cause" as defined in such Participant's employment agreement or severance agreement with the Company if such an agreement exists and contains a definition of Cause or, if no such agreement exists or such agreement does not contain a definition of Cause, then Cause shall mean (i) the Participant's neglect of duties or responsibilities that he or she is required to perform for the Company or any willful failure by the Participant to obey a lawful direction of the Board or the Company; (ii) the Participant's engaging in any act of dishonesty, fraud, embezzlement, misrepresentation or other act of moral turpitude; (iii) the Participant's knowing violation of any federal or state law or regulation applicable to the Company's business; (iv) the Participant's material breach of any confidentiality, non-compete agreement or invention assignment agreement or any other material agreement between the Participant and the Company; (v) the Participant's conviction of, or plea of nolo contendere to, any felony or crime of moral turpitude which conviction or plea is materially and demonstrably injurious to the Company or any of its subsidiaries; (vi) failure by the Participant to comply with the Company's material written policies or rules; or (vii) the Participant's act or omission in the course of his or her employment which constitutes gross negligence or willful misconduct.

"*Good Reason*" shall mean, with respect to any Participant, "Good Reason" as defined in an employment, severance or applicable award agreement between such Participant and the Company if such an agreement exists and contains a definition of Good Reason or, if no such agreement exists or such agreement does not contain a definition of Good Reason, then Good Reason shall mean, without the express written consent of the Participant, the occurrence of any of the following:

(i) a material diminution in the Participant's authority, duties or responsibilities or the assignment of duties to the Participant that are materially inconsistent with the Participant's position with the Company;

(ii) a material reduction in the Participant's base salary; or

(iii) a change in the geographic location at which the Participant must perform services to a location more than fifty miles from the location at which the Participant normally performs such services as of the date of grant of the award,

provided, that the Participant's resignation shall only constitute a resignation for Good Reason if (x) the Participant provides the Company with a notice of termination for Good Reason within thirty days after the initial existence of the facts or circumstances constituting Good Reason, (y) the Company has failed to cure such facts or circumstances within thirty days after receipt of the notice of termination, and (z) the date of termination occurs no later than sixty days after the initial occurrence of the facts or circumstances constituting Good Reason.

"*Qualifying Termination*" shall mean a termination of a Participant's service (i) by the Company without Cause or (ii) with respect to a Participant who is a member of the Company's Executive Leadership Team and/or a Participant who is party to an employment, severance or applicable award agreement that contains a definition of Good Reason, by the Participant for Good Reason.

2. Section 8.5(a) of the Plan is hereby deleted in its entirety and replaced with the following:

"8.5 *Change in Control*. Notwithstanding any other provision of this Plan and subject to Section 8.6 below:

a) (i) With respect to Awards granted under the Plan prior to January 1, 2013, all outstanding Options and all Stock Appreciation Rights shall become fully vested and exercisable, all Performance Stock and all Dividend Equivalent Rights shall become fully vested, all Contract Stock shall become immediately payable, and all restrictions shall be removed from any outstanding Restricted Stock, upon a Change in Control; and

(ii) To the extent allowed under applicable law or regulatory filings or unless otherwise determined by the Committee, with respect to Awards granted under the Plan on or after to January 1, 2013, in the event that a Change in Control occurs and the Participant incurs a Qualifying Termination on or within twelve (12) months following the date of such Change in Control, each outstanding Award held by a Participant, other than any Award subject to performance-vesting, shall become fully vested (and, as applicable, exercisable) and all forfeiture restrictions thereon shall lapse upon such Qualifying Termination."

3. The following new Section 10.14 is hereby added to the Plan:

"10.14 *Clawback, Repayment or Recapture Policy*. Notwithstanding anything contained in the Plan to the contrary, to the extent allowed under applicable law or regulatory filings or unless otherwise determined by the Committee, all Awards granted under the Plan on or after January 1, 2013, and any related payments made under the Plan after such date, shall be subject to the provisions of any clawback, repayment or recapture policy implemented by the Company, including any such policy adopted to comply with applicable law (including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act) or securities exchange listing standards and any rules or regulations promulgated thereunder, to the extent set forth in such policy and/or in any notice or agreement relating to an Award or payment under the Plan."

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of Integra LifeSciences Holdings Corporation, has caused this Amendment to be executed on this 13th day of December, 2012.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Richard D. Gorelick
Name: Richard D. Gorelick
Title: Corporate Vice President, General Counsel, Administration and Secretary

# SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement") is made as of the 3rd day of January, 2012, by and between Integra LifeSciences Holdings Corporation, a Delaware Corporation, and Richard D. Gorelick ("Executive").

## Background

WHEREAS, this Agreement is, in part, intended to specify the financial arrangements that the Company (as defined below) will provide to Executive upon Executive's separation from employment with the Company.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and intended to be legally bound hereby, the parties hereto agree as follows:

## Terms

1. ***Definitions.*** The following words and phrases shall have the meanings set forth below for the purposes of this Agreement (unless the context clearly indicates otherwise):

(a) "Base Salary" shall mean a minimum base salary of $340,000 per year, payable in periodic installments in accordance with the Company's regular payroll practices in effect from time to time. Executive's Base Salary shall be subject to annual reviews, and may increase pursuant to such reviews, in which case the increased annual Base Salary shall become the "Base Salary."

(b) "Board" shall mean the Board of Directors of the Company, or any successor thereto.

(c) "Cause," as determined by the Board in good faith, shall mean Executive has --

(1) failed to perform his stated duties in all material respects, which failure continues for 15 days after his receipt of written notice of the failure;

(2) intentionally and materially breached any provision of this Agreement and not cured such breach (if curable) within 15 days of his receipt of written notice of the breach;

(3) demonstrated his personal dishonesty in connection with his employment by the Company;

(4) engaged in a breach of fiduciary duty in connection with his employment with the Company;

(5) engaged in willful misconduct that is materially and demonstrably injurious to the Company or any of its subsidiaries; or

(6) been convicted or entered a plea of guilty or nolo contendere to a felony or to any other crime involving moral turpitude which conviction or plea is materially and demonstrably injurious to the Company or any of its subsidiaries.

(d) A "Change in Control" of the Company shall be deemed to have occurred:

(1) if the "beneficial ownership" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of securities representing more than fifty percent (50%) of the combined voting power of Company Voting Securities (as herein defined) is acquired by any individual, entity or group (a "Person"), other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company or an affiliate thereof, or any

corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (for purposes of this Agreement, "Company Voting Securities" shall mean the then outstanding voting securities of the Company entitled to vote generally in the election of directors); provided, however, that any acquisition from the Company or any acquisition pursuant to a transaction which complies with clauses (i), (ii) and (iii) of paragraph (3) of this definition shall not be a Change in Control under this paragraph (1); or

(2) if individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason during any period of at least 24 months to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(3) upon consummation by the Company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of any entity (a "Business Combination"), in each case, unless immediately following such Business Combination: (i) Company Voting Securities outstanding immediately prior to such Business Combination (or if such Company Voting Securities were converted pursuant to such Business Combination, the shares into which such Company Voting Securities were converted) (x) represent, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation resulting from such Business Combination (the "Surviving Corporation"), or, if applicable, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries (the "Parent Corporation") and (y) are held in substantially the same proportions after such Business Combination as they were immediately prior to such Business Combination; (ii) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 50% or more of the combined voting power of the then outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) except to the extent that such ownership of the Company existed prior to the Business Combination; and (iii) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(4) upon approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Company" shall mean Integra LifeSciences Holdings Corporation and any corporation, partnership or other entity owned directly or indirectly, in whole or in part, by Integra LifeSciences Holdings Corporation.

(g) "Disability" shall mean Executive's inability to perform his duties hereunder by reason of any medically determinable physical or mental impairment which is expected to result in death or which has lasted or is expected to last for a continuous period of not fewer than six months.

(h) "Good Reason" shall mean:

(1) a material breach of this Agreement by the Company which is not cured by the Company within 15 days of its receipt of written notice of the breach;

(2) the relocation by the Company of Executive's office to a location more than forty (40) miles from Princeton, New Jersey, or, where Executive's office is located other than at the Company's headquarters in Plainsboro, New Jersey, to a location more than forty (40) miles from the location of Executive's office on the date hereof;

(3) the Company's failure to obtain the assumption of this Agreement by any successor to the Company; or

(4) without Executive's express written consent, the Company effects: (i) a reduction in Executive's Base Salary, bonus opportunity (if applicable) or the aggregate fringe benefits provided to Executive; or (ii) a substantial alteration of Executive's authority and/or title or other substantial diminution in the nature or status of Executive's responsibilities in a manner reasonably construed to constitute a demotion.

Notwithstanding the foregoing, Executive will not be deemed to have resigned for Good Reason unless (1) Executive provides the Company with written notice setting forth in reasonable detail the facts and circumstances claimed by Executive to constitute Good Reason within 60 days after the date of the occurrence of any event that Executive knows or should reasonably have known constitutes Good Reason for voluntary termination, (2) the Company fails to cure such acts or omissions within 30 days of its actual receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than 30 days after the expiration of the cure period.

(i) "Retirement" shall mean the termination of Executive's employment with the Company in accordance with the retirement policies, including early retirement policies, generally applicable to the Company's salaried employees.

(j) "Term" shall have the meaning set forth Section 2 hereof.

(k) "Termination Date" shall mean the date on which Executive's employment with the Company terminates, as specified in the Termination Notice.

(l) "Termination Notice" shall mean a dated notice which: (i) indicates the specific termination provision in this Agreement relied upon (if any); (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Executive's employment under such provision; (iii) specifies a Termination Date; and (iv) is given in the manner specified in Section 16(i).

2. ***Term of Agreement.*** The term of this Agreement shall commence on the date hereof as first written above and shall terminate on December 31, 2013 (the "Term"), provided, that, notwithstanding any decision of the Company not to extend this Agreement, this Agreement shall continue in effect for a period of 12 months beyond the date on which a Change in Control occurs if a Change in Control shall have occurred during the Term and while Executive is employed by the Company.

3. ***Termination of Employment.***

(a) General. During the Term, the Company shall not terminate Executive from employment with the Company except as provided in this Section 3 or as a result of Executive's Disability, Retirement or death.

(b) For Cause. During the Term, the Company shall have the right to terminate Executive from employment with the Company at any time during the Term for Cause, by written notice to Executive, specifying the particulars of the conduct of Executive forming the basis for such termination.

(c) Without Cause or for Good Reason. Subject to Section 4 below, during the Term: (x) the Company shall have the right to terminate Executive's employment without Cause, at any time; and (y) Executive shall have the right to voluntarily terminate his employment for Good Reason.

4. ***Payments Upon Termination of Employment.***

(a) As consideration for the restrictive covenants contained in Section 6, in the event that, during the Term, Executive terminates his employment for Good Reason, or Executive's employment is terminated by the Company for a reason other than Retirement, Disability, death or Cause, then the Company shall:

(i) pay Executive a lump-sum severance amount equal to the sum of (x) Executive's annual Base Salary (determined without regard to any reduction that would give rise to Good Reason) as of his last day of active employment, plus (y) Executive's target annual cash bonus for the fiscal year of the Company in which the Termination Date occurs; the severance amount shall be paid in a single sum on the first business day of the month following the Termination Date; and

(ii) maintain and provide to Executive, for a period commencing on the Termination Date and ending on the earlier of (A) the end of the twelfth month after the Termination Date, or (B) Executive's death, continued health coverage in the plan in which Executive was participating immediately prior to the Termination Date; provided that the continuation of such coverage is not prohibited by the terms of the plan or by the Company for legal reasons; and provided further, that in order to receive such continued coverage, Executive shall be required to pay to the Company at the same time that premium payments are due for the month an amount equal to the full monthly premium payments required to pay for such coverage and the Company shall reimburse to Executive the amount of such monthly premium, less the amount that Executive was required to pay for such coverage immediately prior to the Termination Date (the "Health Payment"), no later than the next payroll date of the Company that occurs after the date the premium for the month is paid by Executive**.** To the extent not otherwise exempt from Section 409A of the Code, the Health Payment shall be reimbursed to Executive in a manner that complies with the requirements of Treas. Reg. §1.409A-3(i)(1)(iv); and

(iii) pay to Executive a lump sum cash payment within thirty (30) days following Executive's Termination Date equal to the premium cost of continuing the life and disability insurance in effect on Executive's Termination Date for the period ending on the end of the twelfth month after the Termination Date; provided that the continuation of such benefits is not prohibited by the terms of the plan or by the Company for legal reasons.

(iv) If any payment or benefit to Executive under this Agreement would be considered a "parachute payment" within the meaning of Section 280G(b)(2) of the Code and, if, after reduction for any applicable federal excise tax imposed by Section 4999 of the Code (the

"Excise Tax") and federal income tax imposed by the Code, Executive's net proceeds of the amounts payable and the benefits provided under this Agreement would be less than the amount of Executive's net proceeds resulting from the payment of the Reduced Amount described below, after reduction for federal income taxes, then the amount payable and the benefits provided under this Agreement shall be limited to the Reduced Amount. The "Reduced Amount" shall be the largest amount that could be received by Executive under this Agreement such that no amount paid to Executive under this Agreement and any other agreement, contract or understanding heretofore or hereafter entered into between Executive and the Company (the "Other Agreements") and any formal or informal plan or other arrangement heretofore or hereafter adopted by the Company for the direct or indirect provision of compensation to Executive (including groups or classes of participants or beneficiaries of which Executive is a member), whether or not such compensation is deferred, is in cash, or is in the form of a benefit to or for Executive (a "Benefit Plan") would be subject to the Excise Tax. In the event that the amount payable to Executive shall be limited to the Reduced Amount, then, first non-cash benefits that are not equity-based shall be reduced, then equity award vesting acceleration and next new equity award grants shall be reduced, followed by a reduction of cash payments, including without limitation the severance amounts set forth in Section 4, beginning with payments that would be made last in time, in all cases, (A) if and to the extent not already provided, accelerated, granted or paid, as applicable, prior to the date of such reduction, (B) only to the least extent necessary so that no portion thereof shall be subject to the Excise Tax, (C) in a manner that results in the best economic benefit to Executive, and (D) to the extent economically equivalent, in a pro rata manner.

(v) Notwithstanding any provision to the contrary herein, if at the time of Executive's termination of employment the Company's stock is publicly traded and Executive is a "specified employee" (as such term is defined in Section 409A(2)(B)(i) of the Code and its corresponding regulations), then, to the extent that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, all payments to Executive pursuant to this Section 4(a) that are deemed as deferred compensation subject to the requirements of Section 409A of the Code shall not be paid to Executive until as soon as administratively practicable following the expiration of the six month period following the date of Executive's Termination Date, but not later than the first Company payroll date that occurs after the end of such six month period. If Executive dies during such six-month period and prior to the payment of the postponed amounts hereunder, the amounts withheld on account of Section 409A of the Code shall be paid to the personal representative of Executive's estate within thirty (30) days after the date of Executive's death. If any of the payments payable pursuant to this Section 4(a) are deferred due to such requirements, there shall be added to such payments interest during the deferral period at a rate, per annum, equal to the applicable federal short-term deferral rate (compounded monthly) in effect under Section 1274(d) of the Code on Executive's Termination Date.

(b) Other Termination. In the event that Executive's employment terminates other than as set forth in Section 4(a), Executive's rights upon termination shall be governed by the Company's standard employment termination policies and practices applicable to Executive in effect at the time of termination or, if applicable, any written employment agreement between the Company and Executive other than this Agreement in effect at the time of termination.

(c) Termination Notice. Except in the event of Executive's death, a termination under this Agreement shall be effected by means of a Termination Notice.

5. ***Restricted Stock Awards***. With respect to each award of restricted shares of common stock of the Company granted to Executive during the Term (a "Restricted Stock Award"), upon a Change in Control, or in the event that Executive's employment is terminated by the Company without Cause, by Executive for Good Reason, or as a result of Executive's death or Disability, such Restricted Stock Award, to the extent then outstanding, shall vest in full with respect to all of the shares subject thereto. The terms and conditions of each Restricted Stock Award will be set forth in a restricted stock agreement in a form prescribed by the Company which shall be consistent with the foregoing.

6. ***Restrictive Covenants.***

(a) Covenant Not to Compete. To the extent enforceable under the laws of the State of New Jersey, during the Term and for a period of one year following the Termination Date of Executive's employment, Executive shall not, without the express written consent of the Company, directly or indirectly: (I) engage, anywhere within the geographical areas in which the Company is conducting business operations or providing services as of the date of Executive's termination of employment, in the tissue engineering business (the use of implantable absorbable materials, with or without a bioactive component, to attempt to elicit a specific cellular response in order to regenerate tissue or to impede the growth of tissue or migration of cells) (the "Tissue Engineering Business"), neurosurgery business (the use of surgical instruments, implants, monitoring products or disposable products to treat the brain or central nervous system) ("Neurosurgery Business"), instrument business (general surgical handheld instruments used for general purposes in surgical procedures) ("Instrument Business"), reconstruction business (bone fixation devices for foot and ankle reconstruction procedures) ("Reconstruction Business") or in any other line of business the revenues of which constituted at least 50% of the Company's revenues during the six (6) month period prior to the Termination Date (together with the Tissue Engineering Business, Neurosurgery Business, Instrument Business and Reconstruction Business, the "Business"); (II) be or become a stockholder, partner, owner, officer, director or employee or agent of, or a consultant to or give financial or other assistance to, any person or entity engaged in the Business; (III) seek in competition with the Business to procure orders from or do business with any customer of the Company; (IV) solicit, or contact with a view to the engagement or employment by any person or entity of, any person who is an employee of the Company; (V) seek to contract with or engage (in such a way as to adversely affect or interfere with the business of the Company) any person or entity who has been contracted with or engaged to manufacture, assemble, supply or deliver products, goods, materials or services to the Company; or (VI) engage in or participate in any effort or act to induce any of the customers, associates, consultants, or employees of the Company to take any action which might be disadvantageous to the Company; provided, however, that nothing herein shall prohibit Executive and his affiliates from owning, as passive investors, in the aggregate not more than 5% of the outstanding publicly traded stock of any corporation so engaged and provided, further, however, that nothing set forth in this Section 6(a) shall prohibit Executive from becoming an employee or agent of, or consultant to, any entity that is engaged in the Business so long as Executive does not engage in any activities in the Business in any capacity for said entity.

(b) Confidentiality. Executive acknowledges a duty of confidentiality owed to the Company and shall not, at any time during or after his employment by the Company, retain in writing, use, divulge, furnish, or make accessible to anyone, without the express authorization of the Board, any trade secret, private or confidential information or knowledge of the Company obtained or acquired by him while so employed. All computer software, business cards, telephone lists, customer lists, price lists, contract forms, catalogs, the Company books, records, files and know-how acquired while an employee of the Company are acknowledged to be the property of the Company and shall not be duplicated, removed from the Company's possession or premises or made use of other than in pursuit of the Company's business or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against the Company and, upon termination of employment for any reason, Executive shall deliver to the Company all copies thereof which are then in his possession or under his control. No information shall be treated as “confidential information” if it is generally available public knowledge at the time of disclosure or use by Executive.

(c) Inventions and Improvements. Executive shall promptly communicate to the Company all ideas, discoveries and inventions which are or may be useful to the Company or its business. Executive acknowledges that all such ideas, discoveries, inventions, and improvements which heretofore have been or are hereafter made, conceived, or reduced to practice by him at any time during his employment with the Company heretofore or hereafter gained by him at any time during his employment with the Company are the property of the Company, and Executive hereby irrevocably assigns all such ideas, discoveries, inventions and improvements to the Company for its sole use and benefit, without additional compensation. The provisions of this Section 6(c) shall apply whether such ideas, discoveries, inventions, or improvements were or are conceived, made or gained by him alone or with others, whether during or after usual working hours, whether on or off the job, whether applicable to matters directly or indirectly related to the Company’s business interests (including potential business interests), and whether or not within the specific realm of his duties. Executive shall, upon request of the Company, but at no expense to Executive, at any time during or after his employment with the Company, sign all instruments and documents reasonably requested by the Company and otherwise cooperate with the Company to protect its right to such ideas, discoveries, inventions, or improvements including applying for, obtaining and enforcing patents and copyrights thereon in such countries as the Company shall determine.

(d) Breach of Covenant. Executive expressly acknowledges that damages alone will be an inadequate remedy for any breach or violation of any of the provisions of this Section 6 and that the Company, in addition to all other remedies, shall be entitled as a matter of right to equitable relief, including injunctions and specific performance, in any court of competent jurisdiction. If any of the provisions of this Section 6 are held to be in any respect unenforceable, then they shall be deemed to extend only over the maximum period of time, geographic area, or range of activities as to which they may be enforceable.

(e) Survivability. Executive’s obligations under this Section 6 shall survive termination of this Agreement and/or termination of Executive’s employment regardless of the manner of termination and shall be binding upon Executive’s heirs, executors, administrators and legal representatives.

7. ***Condition to Payment.*** Executive’s receipt of the compensation benefits set forth herein are expressly conditioned upon Executive’s execution of a general release satisfactory to the Company within twenty-one (21) days (or to the extent required by applicable law, forty-five (45) days) following the Termination Date and Executive’s non-revocation of such release within seven (7) days thereafter.

8. ***No Duty to Mitigate.*** Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise.

9. ***No Set-off.*** The Company’s obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against Executive or otherwise arising.

10. ***Limitation on Obligations of the Company.*** Executive understands that this Agreement does not create an obligation on the Company or any other person or entity to continue his employment or to exploit any Inventions. Executive understands and acknowledges that his employment with the Company is for an unspecified duration and constitutes “at-will” employment and that this employment relationship may be terminated at any time, with or without cause, either at Executive’s or the Company’s option, with or without notice.

11. ***Executive Duties.*** Unless such notice is waived by the Company, Executive shall not terminate employment with the Company without giving 30 days' prior notice to the Board, and during such 30-day period Executive will assist, as and to the extent reasonably requested by the Company, in training the successor to Executive's position with the Company; *provided, however,* that the provisions of Section 1(h) shall control over this Section 11 in the event of a voluntary termination by Executive for Good Reason.

12. ***Withholding.*** The Company shall have the right to withhold from all payments made pursuant to this Agreement any federal, state, or local taxes and such other amounts as may be required by law to be withheld from such payments.

13. ***Assignability.*** The Company may assign this Agreement and its rights and obligations hereunder in whole, but not in part, to any entity to which the Company may transfer all or substantially all of its assets, if in any such case said entity shall expressly in writing assume all obligations of the Company hereunder as fully as if it had been originally made a party hereto. The Company may not otherwise assign this Agreement or its rights and obligations hereunder. This Agreement is personal to Executive and his rights and duties hereunder shall not be assigned except as expressly agreed to in writing by the Company.

14. ***Death of Executive.*** Any amounts due Executive under this Agreement (not including any Base Salary not yet earned by Executive) unpaid as of the date of Executive's death shall be paid in a single sum within thirty (30) days after Executive's death to Executive's surviving spouse, or if none, to the duly appointed personal representative of his estate.

15. ***Legal Expenses.*** In the event of a termination pursuant to Section 4(a) hereof, the Company shall also pay to Executive all reasonable legal fees and expenses incurred by Executive as a result of such termination of employment (including all fees and expenses, if any, incurred by Executive in contesting or disputing any such termination or in seeking to obtain to enforce any right or benefit provided to Executive by this Agreement whether by arbitration or otherwise).

16. ***Miscellaneous.***

(a) Amendment. No provision of this Agreement may be amended unless such amendment is signed by Executive and such officer as may be specifically designated by the Board to sign on the Company's behalf.

(b) Nature of Obligations. Nothing contained herein shall create or require the Company to create a trust of any kind to fund any benefits which may be payable hereunder, and to the extent that Executive acquires a right to receive benefits from the Company hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company.

(c) ERISA. For purposes of the Employee Retirement Income Security Act of 1974, as amended, this Agreement is intended to be a severance pay employee welfare benefit plan, and not an employee pension plan, and shall be construed and administered with that intention.

(d) Prior Employment. Executive represents and warrants that his employment with the Company has not breached, and the performance of his duties for the Company will not breach, any duty owed by him to any prior employer or other person.

(e) Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation or this Agreement. In the event of a conflict between a heading and the content of a Section, the content of the Section shall control.

(f) Gender and Number. Whenever used in this Agreement, a masculine pronoun is deemed to include the feminine and a neuter pronoun is deemed to include both the masculine and the feminine, unless the context clearly indicates otherwise. The singular form, whenever used herein, shall mean or include the plural form where applicable.

(g) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under any applicable law, such event shall not affect or render invalid or unenforceable any other provision of this Agreement and shall not affect the application of any provision to other persons or circumstances.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, executors and administrators.

(i) Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by documented overnight delivery service or by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company:

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, New Jersey 08536
Attn: President and CEO

With a copy to:

The Company’s General Counsel (or, in the event that Executive is then the Company’s General Counsel, then to the Company’s Assistant General Counsel)

To Executive:

Richard D. Gorelick
c/o Integra LifeSciences Corporation
311 Enterprise Drive
Plainsboro, NJ 08536

(j) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

(k) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the United States where applicable and otherwise by the laws of the State of New Jersey.

(l) Section 409A.

(i) This Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder and to avoid any penalty sanctions under Section 409A of the Code. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions will not be imposed. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment. In no event may Executive, directly or indirectly, designate the calendar year of payment.

(ii) All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (B) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (C) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (D) the right to reimbursement is not subject to liquidation or exchange for another benefit. If expenses are incurred in connection with litigation, any reimbursements under the Agreement shall be paid not later than the end of the calendar year following the year in which the litigation is resolved.

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

| | |
|---|---|
| INTEGRA LIFESCIENCES HOLDINGS CORPORATION | EXECUTIVE |
| By: /s/ Peter J. Arduini<br>Its: President and Chief Executive Officer | /s/ Richard D. Gorelick<br>Richard D. Gorelick |

**Exhibit 31.1**

**Certification of Principal Executive Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Peter J. Arduini, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Integra LifeSciences Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13 a-15(e): and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2013

/s/ Peter J. Arduini

Peter J. Arduini
*President and Chief Executive Officer*

**Certification of Principal Financial Officer**
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, John B. Henneman, III, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Integra LifeSciences Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13 a-15(e): and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2013

/s/ John B. Henneman, III

John B. Henneman, III
*Corporate Vice President, Finance and Administration,*
*and Chief Financial Officer*

**Exhibit 32.1**

**Certification of Principal Executive Officer**
**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

I, Peter J. Arduini, President and Chief Executive Officer of Integra LifeSciences Holdings Corporation (the "Company"), hereby certify that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2013 (the "Report") fully complies with the requirement of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 2, 2013

/s/ Peter J. Arduini

Peter J. Arduini
*President and Chief Executive Officer*

**Exhibit 32.2**

**Certification of Principal Financial Officer**
**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

I, John B. Henneman, III, Corporate Vice President Finance and Administration and Chief Financial Officer of Integra LifeSciences Holdings Corporation (the “Company”), hereby certify that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2013 (the “Report”) fully complies with the requirement of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 2, 2013

/s/ John B. Henneman, III

John B. Henneman, III
*Corporate Vice President, Finance and Administration,*
*and Chief Financial Officer*