
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

April 13, 2009

Integra LifeSciences Holdings Corporation

(Exact name of registrant as specified in its charter)

Delaware

000-26244

510317849

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(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

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

On April 13, 2009, the Compensation Committee of the Board of Directors (the "Board") of Integra LifeSciences Holdings Corporation (the "Company") approved a new form of restricted stock agreement to be used for future grants of restricted stock to non-employee directors. The revised form of agreement provides for share withholding not in excess of the minimum tax required to be withheld by law, if tax withholding is required. The foregoing description of the form of restricted stock agreement is qualified in its entirety by reference to the form of restricted stock agreement which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(d)

APPOINTMENT OF NEW DIRECTOR

On April 13, 2009, the Board of Directors of the Company appointed Raymond G. Murphy, age 61, as a director of the Company, effective April 17, 2009. The press release issued by the Company announcing this appointment is attached as Exhibit 99.1 to this report.

Mr. Murphy served as Senior Vice President & Treasurer of Time Warner Inc. between 2004 and 2008. Between 2001 and 2004, he was Vice President & Treasurer of Time Warner Inc. From 1999 until 2001, he was Senior Vice President & Treasurer of America Online, Inc. Between 1993 and 1999, he was Senior Vice President, Finance & Treasurer of Marriott International, Inc. Prior to Marriott, he held executive positions at Manor Care, Inc., Ryder System Inc. and W R Grace & Company. Since 2005, he has been a member of the Finance Committee of The Advertising Council, Inc. and from 2007 until 2009, he served as Chair of such committee. Between 2004 and 2009, he served on the Board of Directors of The Advertising Council, Inc. and between 2007 and 2009, he served on its Executive Committee. He received a B.S. from Villanova University and an M.B.A. from Columbia University Graduate School of Business.

The Compensation Committee of the Board of Directors approved the payment of a retainer of \$5,000 (which is one/twelfth of the current annual retainer for non-employee directors) for Mr. Murphy serving as a director for the period from April 17, 2009 through May 20, 2009, the date of the Company's 2009 Annual Meeting of Stockholders. The Company will pay this retainer to Mr. Murphy in cash on May 20, 2009.

(e)

AMENDMENT TO EMPLOYMENT AGREEMENT WITH PRESIDENT AND CHIEF EXECUTIVE OFFICER

On April 13, 2009, the Company and Stuart M. Essig, the Company's President and Chief Executive Officer entered into Amendment 2009-1 (the "Essig Amendment") to Mr. Essig's Second Amended and Restated Employment Agreement, dated as of July 27, 2004 (the "Essig Employment Agreement"). The Essig Amendment provides that, effective for the period commencing on the first day of the first full pay period on or after April 13, 2009 and ending on December 31, 2009, the Company will reduce his 2009 annual base salary from \$650,000 to his 2008 level of \$600,000. In addition, the Essig Amendment provides that, for purposes of calculating bonus or severance amounts tied to base salary and for determining 2010 salary and special equity bonus award opportunity for 2009, the base salary for 2009 is deemed to be \$650,000.

The Essig Amendment also acknowledges that the Company did not pay Mr. Essig a cash bonus for 2008 and provides that the Company will provide Mr. Essig the opportunity to earn a special restricted stock grant (instead of a cash bonus) for 2009 based on his individual performance and that of the Company against objectives approved by the Compensation Committee of the Board of Directors. The amount of the award opportunity is targeted at \$650,000. If Mr. Essig earns the award, the Company will grant the award in the first quarter of 2010 and the award will vest with respect to 100% of the underlying shares on December 31, 2010, subject to Mr. Essig's continued employment through such date.

The Essig Amendment also provides that the foregoing changes made by the Essig Amendment will not constitute "Good Reason" for Mr. Essig to terminate employment.

The foregoing description of the Essig Amendment is qualified in its entirety by reference to the copy of the Essig Amendment which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein. In all other respects not amended, the Essig Employment Agreement remains in full force and effect.

AMENDMENT TO EMPLOYMENT AGREEMENTS WITH CHIEF OPERATING OFFICER AND CHIEF FINANCIAL OFFICER

On April 13, 2009, the Company and Gerard S. Carozzi, the Company's Executive Vice President and Chief Operating Officer, entered into Amendment 2009-1 (the "Carozzi Amendment") to Mr. Carozzi's Amended and Restated Employment Agreement with the Company, dated as of December 19, 2005 (the "Carozzi Employment Agreement"). In addition, on April 13, 2009, the Company and John B. Henneman, III, the Company's Executive Vice President, Finance and Administration, and Chief Financial Officer, entered into Amendment 2009-1 (the "Henneman Amendment") to Mr. Henneman's Amended and Restated Employment Agreement with the Company, dated as of December 19, 2005 (the "Henneman Employment Agreement"). The Carozzi Amendment and the Henneman Amendment are collectively referred to herein as the "EVP Amendments."

The EVP Amendments provide that, effective for the period commencing on the first day of the first full pay period on or after April 13, 2009 and ending on December 31, 2009, the Company will reduce the 2009 annual base salary of each of Mr. Carozzi and Mr. Henneman from \$475,000 to their 2008 level of \$450,000. In addition, the EVP Amendments provide that, for purposes of calculating bonus or severance amounts tied to base salary, the base salary for 2009 for each of Messrs. Carozzi and Henneman is deemed to be \$475,000.

The EVP Amendments also acknowledge that the Company did not pay cash bonuses to executive officers for 2008 and provide that on April 13, 2009, each of Mr. Carozzi and Mr. Henneman will be granted a special restricted stock grant for 2008 (instead of a cash bonus) with a value targeted at approximately

\$180,000 (based on the closing price of the Company's common stock on the date of grant), based on their performance and that of the Company and in recognition of their 2009 salary reduction. Each award will vest with respect to 100% of the underlying shares on March 15, 2010, subject to Mr. Carlozzi's and Mr. Henneman's continued employment through such date, respectively. In addition, the EVP Amendments provide that the Company will provide each of them with the opportunity to earn a special restricted stock grant (instead of a cash bonus) for 2009 based on their individual performance and that of the Company against objectives approved by the Compensation Committee of the Board of Directors. The value of each award opportunity is targeted at \$237,500. If Mr. Carlozzi or Mr. Henneman earns his respective award, the Company will grant the award in 2010 on or prior to April 1, 2010, subject to Mr. Carlozzi's or Mr. Henneman's continued employment through such date, as applicable. The award will vest with respect to 100% of the underlying shares on December 31, 2010, subject to Mr. Carlozzi's and Mr. Henneman's continued employment through such date, as applicable.

The EVP Amendments also provide that the foregoing changes made by the EVP Amendments will not constitute "Good Reason" for Mr. Carlozzi or Mr. Henneman to terminate employment.

The foregoing description of the Carlozzi Amendment and the Henneman Amendment is qualified in its entirety by reference to the copies of the Carlozzi Amendment and the Henneman Amendment which are attached as Exhibits 10.4 and 10.5, respectively, to this Current Report on Form 8-K and are incorporated by reference herein. In all other respects not amended, each of the Carlozzi Employment Agreement and the Henneman Employment Agreement remains in full force and effect.

Item 9.01 Financial Statements and Exhibits.

10.1 -- Form of Restricted Stock Agreement for Non-Employee Directors

10.2 -- 2009-1 Amendment to Employment Agreement, dated as of April 13, 2009, to the Second Amended and Restated Employment Agreement, between the Company and Mr. Essig, which is filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 filed on November 9, 2004, and previously amended by Amendment 2006-1, which is filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 22, 2006, Amendment 2008-1, which is filed as Exhibit 10.12(c) to the Company's Annual Report on Form 10-K for the year ended December 31, 2007 filed on May 16, 2008 and Amendment 2008-2, which is filed as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008 filed on August 11, 2008

10.3 -- Form of Restricted Stock Agreement for Mr. Essig for 2009

10.4 -- 2009-1 Amendment to Employment Agreement, dated as of April 13, 2009, to Mr. Carlozzi's Amended and Restated 2005 Employment Agreement, between the Company and Mr. Carlozzi, which is filed as Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005 filed on March 15, 2006, and previously amended by Amendment 2008-1 filed as Exhibit 10.16(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2007 filed on May 16, 2008 and Amendment 2008-2, filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 24, 2008

10.5 -- 2009-1 Amendment to Employment Agreement, dated as of April 13, 2009, to Mr. Henneman's Amended and Restated 2005 Employment Agreement between the Company and Mr. Henneman, which is filed as Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005 filed on March 15, 2006, and previously amended by Amendment 2008-1 filed as Exhibit 10.15(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2007 filed on May 16, 2008 and Amendment 2008-2, filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 24, 2008

10.6 -- Form of Restricted Stock Agreement for 2008 and 2009 for Messrs. Carlozzi and Henneman

99.1 -- Press Release, dated April 13, 2009, issued by Integra LifeSciences Holdings Corporation

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 hereunto duly authorized.

Integra LifeSciences Holdings Corporation

April 13, 2009

By: */s/ John B. Henneman, III*

Name: John B. Henneman, III

*Title: Executive Vice President, Finance and Administration, and
Chief Financial Officer*

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Agreement for Non-Employee Directors
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10.6	Form of Restricted Stock Agreement for 2008 and 2009 for Messrs. Carlozzi and Henneman
99.1	Press Release, dated April 13, 2009, issued by Integra LifeSciences Holdings Corporation

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the “Award Agreement”), dated as of ____ (the “Award Date”), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the “Company”), and ____, a **non-employee director** of the Company, hereinafter referred to as the “Participant”:

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation [2000] [2001] [2003] Equity Incentive Plan, as amended (the “Plan”), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. **DEFINITIONS**

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. “Restricted Stock” shall mean ____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. “Restrictions” shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. “Rule 16b-3” shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. “Secretary” shall mean the Secretary of the Company.

Section 1.5 Termination of Service. “Termination of Service” shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. “Vested Shares” shall mean the shares of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. “Vesting Date” shall mean each of the three-month, six-month, nine-month and twelve-month anniversary dates of the Award Date.

ARTICLE II. **ISSUANCE OF RESTRICTED STOCK**

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company’s obligations under this Award Agreement, the Participant’s spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Voting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock, except that the Participant shall have the right to receive all dividends or other distributions paid or made with respect to only those outstanding vested shares of Common Stock.

ARTICLE III. **RESTRICTIONS**

Section 3.1 Forfeiture. Upon the Participant’s Termination of Service, the Participant’s rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without consideration (and, in the event of certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on each Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including such Vesting Date. Notwithstanding the foregoing, upon a Change in Control, all Restrictions shall lapse and all Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. One-fourth of the shares of Restricted Stock shall become Vested Shares on each Vesting Date. On each Vesting Date, the Company shall issue new certificates evidencing such Vested Shares and deliver such certificates to the Participant or his legal representative, or record such Vested Shares in book entry form, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends and such book entry accounts shall be subject to any other restrictions as the Company may determine are required to comply with Section 4.6.

Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have paid to the Company in cash or by check the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions.

ARTICLE IV. MISCELLANEOUS

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On each Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. Subject to any applicable legal conditions or restrictions, the Company shall withhold from the shares of Restricted Stock a number of whole shares of common stock having a fair market value, determined as of each Vesting Date, not in excess of the minimum tax required to be withheld by law.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

By _____

[Name]

Name: _____

Title: _____

Address

EXHIBIT A
CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of the right to my spouse to purchase shares of Integra LifeSciences Holdings Corporation as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse's Name]

**AMENDMENT 2009-1
TO
SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of April 13, 2009, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company") and Stuart M. Essig ("Executive").

RECITALS

WHEREAS, the Company and Executive previously entered into the Second Amended and Restated Employment Agreement, dated as of July 27, 2004, (the "Employment Agreement"), that sets forth the terms and conditions of Executive's employment with the Company;

WHEREAS, as of December 19, 2006, the Company and Executive entered into Amendment 2006-1 to the Employment Agreement ("Amendment 2006-1") to provide certain severance benefits to Executive in the event Executive's employment is terminated by Company for a covered termination in connection with a Change in Control (as defined in the Employment Agreement);

WHEREAS, as of March 6, 2008, the Company and Executive entered into Amendment 2008-1 to the Employment Agreement ("Amendment 2008-1") to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations issued thereunder;

WHEREAS, as of August 6, 2008, the Company and Executive entered into Amendment 2008-2 to the Employment Agreement ("Amendment 2008-2") to extend the term of Executive's employment and to modify the provisions of the Employment Agreement relating to the grant of equity-based awards to Executive;

WHEREAS, the Company and Executive desire to amend the Employment Agreement as set forth herein; and

WHEREAS, Section 8.6 of the Employment Agreement provides that the Employment Agreement may be amended pursuant to a written agreement between the Company and Executive.

NOW, THEREFORE, the Company and Executive hereby agree that, effective as of April 13, 2009, the Employment Agreement, Amendment 2006-1, Amendment 2008-1 and Amendment 2008-2 shall be amended as follows:

1. Section 3.1 of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

"3.1 Basic Compensation. As of January 1, 2009, Executive's base salary rate is equal to \$650,000 per annum. Commencing with the twelve-month period beginning January 1, 2010 and for each subsequent twelve-month period of the Term thereafter, the Company shall increase Executive's base salary at an annual rate of not less than \$50,000 with such additional increases, if any, as may be established by the Board or Compensation Committee of the Board (the "Compensation Committee") from time to time (such base salary, as may be increased from time to time, the "Base Salary"). Notwithstanding the foregoing, effective for the period commencing on the first day of the first full pay period of the Company on or after April 13, 2009 and ending on December 31, 2009 (the "2009 Reduced Pay Period"), Executive's base salary shall be reduced to \$600,000 per annum (the "Reduced Base Salary"); *provided, however*, that, for purposes of determining any bonus or severance amounts (other than the Accrued Obligations, as defined below) payable to Executive pursuant to Sections 3.3, 4 and 6.2 hereof, Executive's "Base Salary" shall at all times, including during the 2009 Reduced Pay Period, refer to Executive's Base Salary (and not the Reduced Base Salary). For purposes of clarification, the increases provided for in this Section 3.1 shall be based on a 2009 Base Salary of \$650,000 per annum (and not the Reduced Base Salary) such that Executive's 2010 Base Salary shall be increased to not less than \$700,000 per annum. Executive's Base Salary shall be payable in periodic installments in accordance with the Company's regular payroll practices in effect from time to time."

2. The following provisions are hereby added to the end of Section 3.3 of the Employment Agreement:

"Notwithstanding anything herein to the contrary, Executive shall not receive an annual performance bonus described in this Section 3.3 with respect to the Company's 2008 fiscal year. With respect to the Company's 2009 fiscal year, if the applicable performance goals determined by the Board or the Compensation Committee for such year are satisfied, the Company shall pay Executive a bonus pursuant to this Section 3.3 in restricted shares of common stock of the Company (the "Special FY 2009 Restricted Stock Award"). Any Special FY 2009 Restricted Stock Award that becomes payable to Executive shall be awarded during the period commencing on January 1, 2010 and ending not later than March 31, 2010 and shall be subject to Executive's continued employment with the Company until the date that such award is made. Any Special FY 2009 Restricted Stock Award paid to Executive shall, subject to Executive's continued employment with the Company, vest with respect to 100% of the underlying shares on December 31, 2010, and shall be subject to the terms and conditions set forth in the Restricted Stock Agreement substantially in the form attached as Exhibit G hereto and the Company's Amended and Restated 2003 Equity Incentive Plan. The Special FY 2009 Restricted Stock Award is not intended to be in lieu of, and shall not affect Executive's rights to, any other equity compensation."

3. Clause (ix) of Section 4.4(b) of the Employment Agreement is hereby amended by adding the following proviso at the end of such Section:

“*provided, however*, that, notwithstanding the foregoing, Executive hereby expressly consents to the reduction of Executive’s Base Salary to the Reduced Base Salary for the 2009 Reduced Pay Period as set forth in Section 3.1 and the amendments to Section 3.3 of this Agreement as set forth in Amendment 2009-1 hereto, and Executive hereby acknowledges and agrees that neither such Base Salary reduction nor such amendments shall constitute “Good Reason” for purposes of this Agreement or any other agreement.”

4. In all respects not modified by this Amendment 2009-1, the Employment Agreement, Amendment 2006-1, Amendment 2008-1 and Amendment 2008-2 are hereby ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2009-1, effective as of the date set forth above.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Richard E. Caruso

Name: Richard E. Caruso

Title: Chairman of the Board of Directors

EXECUTIVE

/s/ Stuart M. Essig

Stuart M. Essig

Exhibit G

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the “Award Agreement”), dated as of ____ (the “Award Date”), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the “Company”), and ____, an employee of the Company (or one or more of its Related Corporations or Affiliates), hereinafter referred to as the “Participant”:

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the “Plan”), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan or, as indicated herein, in that certain Second Amended and Restated Employment Agreement dated as of July 27, 2004 between the Company and the Participant, as amended (the “Employment Agreement”), as applicable. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. “Restricted Stock” shall mean ____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. “Restrictions” shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. “Rule 16b-3” shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. “Secretary” shall mean the Secretary of the Company.

Section 1.5 Termination of Service. “Termination of Service” shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. “Vested Shares” shall mean the shares of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. “Vesting Date” shall mean December 31, 2010.

ARTICLE II. **ISSUANCE OF RESTRICTED STOCK**

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company’s obligations under this Award Agreement, the Participant’s spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Voting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock, except that the Participant shall have the right to receive all dividends or other distributions paid or made with respect to only those outstanding vested shares of Common Stock.

ARTICLE III. **RESTRICTIONS**

Section 3.1 Forfeiture. Upon the Participant’s Termination of Service, the Participant’s rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without consideration (and, in the event that certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon a Change in Control, or in the event that the Participant’s employment is terminated by the Company without Cause, by the participant for Good Reason, or as a result of the Participant’s death or Disability (each as defined in the Employment Agreement), all Restrictions on outstanding shares of Restricted Stock shall thereupon lapse and all outstanding shares of Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. Upon the Vesting Date, the Company shall issue new certificates evidencing the Vested Shares and deliver such certificates to the Participant or his legal representative, or record such Vested Shares in book entry form, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends and such book entry accounts shall be subject to any other restrictions as the Company may determine are required to comply with Section 4.6. Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have satisfied the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions in accordance with Section 4.3.

ARTICLE IV. **MISCELLANEOUS**

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On the Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. Subject to any applicable legal conditions or

restrictions, the Company shall withhold from the shares of Restricted Stock a number of whole shares of common stock having a fair market value, determined as of the Vesting Date, not in excess of the minimum of tax required to be withheld by law.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant’s personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

Stuart M. Essig
c/o Integra LifeSciences Corporation

By _____
Name:
Title:

311 Enterprise Drive
Plainsboro, NJ 08536

EXHIBIT A

CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of shares of Integra LifeSciences Holdings Corporation to my spouse as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse’s Name]

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the “Award Agreement”), dated as of ____ (the “Award Date”), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the “Company”), and ____, an employee of the Company (or one or more of its Related Corporations or Affiliates), hereinafter referred to as the “Participant”:

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the “Plan”), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. **DEFINITIONS**

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan or, as indicated herein, in that certain Second Amended and Restated Employment Agreement dated as of July 27, 2004 between the Company and the Participant, as amended (the “Employment Agreement”), as applicable. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. “Restricted Stock” shall mean ____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. “Restrictions” shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. “Rule 16b-3” shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. “Secretary” shall mean the Secretary of the Company.

Section 1.5 Termination of Service. “Termination of Service” shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. “Vested Shares” shall mean the shares of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. “Vesting Date” shall mean December 31, 2010.

ARTICLE II. **ISSUANCE OF RESTRICTED STOCK**

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company’s obligations under this Award Agreement, the Participant’s spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Voting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock, except that the Participant shall have the right to receive all dividends or other distributions paid or made with respect to only those outstanding vested shares of Common Stock.

ARTICLE III. **RESTRICTIONS**

Section 3.1 Forfeiture. Upon the Participant’s Termination of Service, the Participant’s rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without

consideration (and, in the event that certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon a Change in Control, or in the event that the Participant's employment is terminated by the Company without Cause, by the participant for Good Reason, or as a result of the Participant's death or Disability (each as defined in the Employment Agreement), all Restrictions on outstanding shares of Restricted Stock shall thereupon lapse and all outstanding shares of Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. Upon the Vesting Date, the Company shall issue new certificates evidencing the Vested Shares and deliver such certificates to the Participant or his legal representative, or record such Vested Shares in book entry form, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends and such book entry accounts shall be subject to any other restrictions as the Company may determine are required to comply with Section 4.6. Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have satisfied the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions in accordance with Section 4.3.

ARTICLE IV. MISCELLANEOUS

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On the Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. Subject to any applicable legal conditions or restrictions, the Company shall withhold from the shares of Restricted Stock a number of whole shares of common stock having a fair market value, determined as of the Vesting Date, not in excess of the minimum of tax required to be withheld by law.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

Stuart M. Essig
c/o Integra LifeSciences Corporation

By _____
Name:
Title:

311 Enterprise Drive
Plainsboro, NJ 08536

EXHIBIT A
CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of shares of Integra LifeSciences Holdings Corporation to my spouse as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse's Name]

**AMENDMENT 2009-1
TO THE
AMENDED AND RESTATED 2005 EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of April 13, 2009, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company") and Gerard S. Carlozzi ("Executive").

RECITALS

WHEREAS, the Company and Executive previously entered into the Amended and Restated 2005 Employment Agreement, dated as of December 19, 2005, (as amended from time to time, the "Employment Agreement"), that sets forth the terms and conditions of Executive's employment with the Company;

WHEREAS, as of January 2, 2008, the Company and Executive entered into Amendment 2008-1 to the Employment Agreement ("Amendment 2008-1") to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations issued thereunder;

WHEREAS, as of December 18, 2008, the Company and Executive entered into Amendment 2008-2 to the Employment Agreement ("Amendment 2008-2") to extend the term of Executive's employment and to modify certain other provisions of the Employment Agreement;

WHEREAS, the Company and Executive desire to amend the Employment Agreement as set forth herein; and

WHEREAS, Section 17(a) of the Employment Agreement provides that the Employment Agreement may be amended pursuant to a written agreement between the Company and Executive.

NOW, THEREFORE, the Company and Executive hereby agree that, effective as of April 13, 2009, the Employment Agreement shall be amended as follows:

1. The proviso following clause (5) of Subsection 1(h) of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

"provided, however, that, notwithstanding the foregoing, (i) in no event will a change in Executive's position to any other executive-level position reporting directly to the Chief Executive Officer of the Company constitute "Good Reason" for purposes of this Agreement or any other agreement, and (ii) Executive hereby expressly consents to the reduction of Executive's Base Salary to the Reduced Base Salary for the 2009 Reduced Pay Period as set forth in Section 5 and the amendments to Section 6 of this Agreement as set forth in Amendment 2009-1 hereto, and Executive hereby acknowledges and agrees that neither such Base Salary reduction nor such amendments shall constitute "Good Reason" for purposes of this Agreement or any other agreement."

2. Section 5 of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

"5. Compensation. As of January 1, 2009, Executive's base salary rate is equal to \$475,000 per annum, and as of January 1, 2010, Executive's base salary rate shall be equal to \$500,000 per annum (such base salary, as may be increased from time to time, the "Base Salary"). Notwithstanding the foregoing, effective for the period commencing on the first day of the first full pay period of the Company on or after April 13, 2009 and ending on December 31, 2009 (the "2009 Reduced Pay Period"), Executive's Base Salary shall be reduced to \$450,000 per annum (the "Reduced Base Salary"); *provided further*, that, for purposes of determining any bonus or severance amounts payable to Executive pursuant to Sections 6, 12 or 15 hereof, Executive's "Base Salary" shall at all times, including during the 2009 Reduced Pay Period, refer to Executive's Base Salary (and not the Reduced Base Salary). Executive's Base Salary shall be 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, but may not be decreased without Executive's express written consent."

3. The following provisions are hereby added to the end of Section 6 of the Employment Agreement:

"Notwithstanding anything herein to the contrary,

- (a) with respect to the Company's 2008 fiscal year, on April 13, 2009, the Company shall pay Executive a bonus in restricted shares of common stock of the Company (the "Special FY 2008 Restricted Stock Award"). The Special FY 2008 Restricted Stock Award shall, subject to Executive's continued employment with the Company, vest with respect to 100% of the underlying shares on March 15, 2010, and shall be subject to the terms and conditions set forth in the Restricted Stock Agreement substantially in the form attached as Exhibit B hereto and the Company's Amended and Restated 2003 Equity Incentive Plan; and
- (b) with respect to the Company's 2009 fiscal year, if the applicable performance goals determined by the Board or the Compensation Committee for such year are satisfied, the Company shall pay Executive a bonus pursuant to this Section 6 in restricted shares of common stock of the Company (the "Special FY 2009 Restricted Stock Award"). Any Special FY 2009 Restricted Stock Award that becomes payable to Executive shall be awarded during the period

commencing on January 1, 2010 and ending not later than April 1, 2010 and shall be subject to Executive's continued employment with the Company until the date that such award is made. Any Special FY 2009 Restricted Stock Award paid to Executive shall, subject to Executive's continued employment with the Company, vest with respect to 100% of the underlying shares on December 31, 2010, and shall be subject to the terms and conditions set forth in the Restricted Stock Agreement substantially in the form attached as Exhibit B hereto and the Company's Amended and Restated 2003 Equity Incentive Plan.

The Special FY 2008 Restricted Stock Award and the Special FY 2009 Restricted Stock Award are not intended to be in lieu of, and shall not affect Executive's rights to, any other equity compensation."

4. In all respects not modified by this Amendment 2009-1, the Employment Agreement, Amendment 2008-1 and Amendment 2008-2 are hereby ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2009-1, effective as of the date set forth above.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Stuart M. Essig
Name: Stuart M. Essig
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Gerard S. Carlozzi
Gerard S. Carlozzi

Exhibit B

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement"), dated as of ____ (the "Award Date"), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and ____, an employee of the Company (or one or more of its Related Corporations or Affiliates), hereinafter referred to as the "Participant":

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the "Plan"), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan or, as indicated herein, in that certain Amended and Restated Employment Agreement dated as of December 19, 2005 between the Company and the Participant, as amended (the "Employment Agreement"), as applicable. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. "Restricted Stock" shall mean ____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. "Restrictions" shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. "Rule 16b-3" shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. "Secretary" shall mean the Secretary of the Company.

Section 1.5 Termination of Service. "Termination of Service" shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a

termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. "Vested Shares" shall mean the shares of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. "Vesting Date" shall mean [March 15, 2010 (*for the Special FY 2008 Restricted Stock Award*)] [December 31, 2010 (*for the Special FY 2009 Restricted Stock Award*)].

ARTICLE II. ISSUANCE OF RESTRICTED STOCK

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company's obligations under this Award Agreement, the Participant's spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Voting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock, except that the Participant shall have the right to receive all dividends or other distributions paid or made with respect to only those outstanding vested shares of Common Stock.

ARTICLE III. RESTRICTIONS

Section 3.1 Forfeiture. Upon the Participant's Termination of Service, the Participant's rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without consideration (and, in the event that certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon a Change in Control, or in the event that the Participant's employment is terminated by the Company without Cause, by the Participant for Good Reason, or as a result of the Participant's death or Disability (each as defined in the Employment Agreement), all Restrictions on outstanding shares of Restricted Stock shall thereupon lapse and all outstanding shares of Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. Upon the Vesting Date, the Company shall issue new certificates evidencing the Vested Shares and deliver such certificates to the Participant or his legal representative, or record such Vested Shares in book entry form, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends and such book entry accounts shall be subject to any other restrictions as the Company may determine are required to comply with Section 4.6. Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have satisfied the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions in accordance with Section 4.3.

ARTICLE IV. MISCELLANEOUS

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On the Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. Subject to any applicable legal conditions or restrictions, the Company shall withhold from the shares of Restricted Stock a number of whole shares of common stock having a fair market value, determined as of the Vesting Date, not in excess of the minimum of tax required to be withheld by law.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

[Name]

c/o Integra LifeSciences Corporation

By _____

Name:

Title:

311 Enterprise Drive
Plainsboro, NJ 08536

EXHIBIT A
CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of shares of Integra LifeSciences Holdings Corporation to my spouse as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse's Name]

**AMENDMENT 2009-1
TO THE
AMENDED AND RESTATED 2005 EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of April 13, 2009, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company") and John B. Henneman, III ("Executive").

RECITALS

WHEREAS, the Company and Executive previously entered into the Amended and Restated 2005 Employment Agreement, dated as of December 19, 2005, (as amended from time to time, the "Employment Agreement"), that sets forth the terms and conditions of Executive's employment with the Company;

WHEREAS, as of January 2, 2008, the Company and Executive entered into Amendment 2008-1 to the Employment Agreement ("Amendment 2008-1") to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations issued thereunder;

WHEREAS, as of December 18, 2008, the Company and Executive entered into Amendment 2008-2 to the Employment Agreement ("Amendment 2008-2") to extend the term of Executive's employment and to modify certain other provisions of the Employment Agreement;

WHEREAS, the Company and Executive desire to amend the Employment Agreement as set forth herein; and

WHEREAS, Section 17(a) of the Employment Agreement provides that the Employment Agreement may be amended pursuant to a written agreement between the Company and Executive.

NOW, THEREFORE, the Company and Executive hereby agree that, effective as of April 13, 2009, the Employment Agreement shall be amended as follows:

1. Clause (5) of Subsection 1(h) of the Employment Agreement is hereby amended by adding the following proviso at the end of such Section:

"provided, however, that, notwithstanding the foregoing, Executive hereby expressly consents to the reduction of Executive's Base Salary to the Reduced Base Salary for the 2009 Reduced Pay Period as set forth in Section 5 and the amendments to Section 6 of this Agreement as set forth in Amendment 2009-1 hereto, and Executive hereby acknowledges and agrees that neither such Base Salary reduction nor such amendments shall constitute "Good Reason" for purposes of this Agreement or any other agreement."

2. Section 5 of the Employment Agreement is hereby amended and restated in its entirety to read as follows:

"5. Compensation. As of January 1, 2009, Executive's base salary rate is equal to \$475,000 per annum, and as of January 1, 2010, Executive's base salary rate shall be equal to \$500,000 per annum (such base salary, as may be increased from time to time, the "Base Salary"). Notwithstanding the foregoing, effective for the period commencing on the first day of the first full pay period of the Company on or after April 13, 2009 and ending on December 31, 2009 (the "2009 Reduced Pay Period"), Executive's Base Salary shall be reduced to \$450,000 per annum (the "Reduced Base Salary"); *provided further*, that, for purposes of determining any bonus or severance amounts payable to Executive pursuant to Sections 6, 12 or 15 hereof, Executive's "Base Salary" shall at all times, including during the 2009 Reduced Pay Period, refer to Executive's Base Salary (and not the Reduced Base Salary). Executive's Base Salary shall be 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, but may not be decreased without Executive's express written consent."

3. The following provisions are hereby added to the end of Section 6 of the Employment Agreement:

"Notwithstanding anything herein to the contrary,

- (a) with respect to the Company's 2008 fiscal year, on April 13, 2009, the Company shall pay Executive a bonus in restricted shares of common stock of the Company (the "Special FY 2008 Restricted Stock Award"). The Special FY 2008 Restricted Stock Award shall, subject to Executive's continued employment with the Company, vest with respect to 100% of the underlying shares on March 15, 2010, and shall be subject to the terms and conditions set forth in the Restricted Stock Agreement substantially in the form attached as Exhibit B hereto and the Company's Amended and Restated 2003 Equity Incentive Plan; and
- (b) with respect to the Company's 2009 fiscal year, if the applicable performance goals determined by the Board or the Compensation Committee for such year are satisfied, the Company shall pay Executive a bonus pursuant to this Section 6 in restricted shares of common stock of the Company (the "Special FY 2009 Restricted Stock Award"). Any Special FY 2009 Restricted Stock Award that becomes payable to Executive shall be awarded during the period commencing on January 1, 2010 and ending not later than April 1, 2010 and shall be subject to Executive's continued employment with the Company until the date that such award is made. Any Special FY 2009 Restricted

Stock Award paid to Executive shall, subject to Executive's continued employment with the Company, vest with respect to 100% of the underlying shares on December 31, 2010, and shall be subject to the terms and conditions set forth in the Restricted Stock Agreement substantially in the form attached as Exhibit B hereto and the Company's Amended and Restated 2003 Equity Incentive Plan.

The Special FY 2008 Restricted Stock Award and the Special FY 2009 Restricted Stock Award are not intended to be in lieu of, and shall not affect Executive's rights to, any other equity compensation."

4. In all respects not modified by this Amendment 2009-1, the Employment Agreement, Amendment 2008-1 and Amendment 2008-2 are hereby ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2009-1, effective as of the date set forth above.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Stuart M. Essig

Name: Stuart M. Essig

Title: President and Chief Executive Officer

EXECUTIVE

/s/ John B. Henneman, III

John B. Henneman, III

Exhibit B

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement"), dated as of ____ (the "Award Date"), is made by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and ____, an employee of the Company (or one or more of its Related Corporations or Affiliates), hereinafter referred to as the "Participant":

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the "Plan"), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms not otherwise defined below shall have the meaning set forth in the Plan or, as indicated herein, in that certain Amended and Restated Employment Agreement dated as of December 19, 2005 between the Company and the Participant, as amended (the "Employment Agreement"), as applicable. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.1 Restricted Stock. "Restricted Stock" shall mean ____ shares of Common Stock of the Company issued under this Award Agreement and subject to the Restrictions imposed hereunder.

Section 1.2 Restrictions. "Restrictions" shall mean the forfeiture and transferability restrictions imposed upon Restricted Stock under the Plan and this Award Agreement.

Section 1.3 Rule 16b-3. "Rule 16b-3" shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

Section 1.4 Secretary. "Secretary" shall mean the Secretary of the Company.

Section 1.5 Termination of Service. "Termination of Service" shall mean the time when the Participant ceases to provide services to the Company and its Related Corporations and Affiliates as an employee or Associate for any reason with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, or Disability, but excluding a termination where the Participant is simultaneously reemployed by, or remains employed by, or continues to provide services to, the Company and/or one or more of its Related Corporations and Affiliates or a successor entity thereto.

Section 1.6 Vested Shares. “Vested Shares” shall mean the shares of Restricted Stock which are no longer subject to the Restrictions by reason of Section 3.2.

Section 1.7 Vesting Date. “Vesting Date” shall mean [March 15, 2010 (*for the Special FY 2008 Restricted Stock Award*)] [December 31, 2010 (*for the Special FY 2009 Restricted Stock Award*)].

ARTICLE II. **ISSUANCE OF RESTRICTED STOCK**

Section 2.1 Issuance of Restricted Stock. On the date hereof the Company issues to the Participant the Restricted Stock subject to the Restrictions and other conditions set forth in this Award Agreement. The Company shall cause the Restricted Stock to be issued in the name of the Participant or held in book entry form, but if a stock certificate is issued it shall be delivered to and held in custody by the Company until the Restrictions lapse or such Restricted Stock is forfeited. As a further condition to the Company’s obligations under this Award Agreement, the Participant’s spouse, if any, shall execute and deliver to the Company the Consent of Spouse attached hereto as Exhibit A.

Section 2.2 Restrictions. Until vested pursuant to Section 3.2, the Restricted Stock shall be subject to forfeiture as provided in Section 3.1 and may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

Section 2.3 Voting and Dividend Rights. The Participant, shall have all the rights of a stockholder with respect to his Restricted Stock, including the right to vote the Restricted Stock, except that the Participant shall have the right to receive all dividends or other distributions paid or made with respect to only those outstanding vested shares of Common Stock.

ARTICLE III. **RESTRICTIONS**

Section 3.1 Forfeiture. Upon the Participant’s Termination of Service, the Participant’s rights in Restricted Stock that has not yet vested pursuant to Section 3.2 shall lapse, and such Restricted Stock shall be surrendered to the Company without consideration (and, in the event that certificates representing such Restricted Stock are held by the Company, such Restricted Stock shall be so transferred without any further action by the Participant).

Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon a Change in Control, or in the event that the Participant’s employment is terminated by the Company without Cause, by the Participant for Good Reason, or as a result of the Participant’s death or Disability (each as defined in the Employment Agreement), all Restrictions on outstanding shares of Restricted Stock shall thereupon lapse and all outstanding shares of Restricted Stock shall become Vested Shares.

Section 3.3 Lapse of Restrictions. Upon the Vesting Date, the Company shall issue new certificates evidencing the Vested Shares and deliver such certificates to the Participant or his legal representative, or record such Vested Shares in book entry form, free from the legend provided for in Section 4.2 and any of the other Restrictions; provided, however, such certificates shall bear any other legends and such book entry accounts shall be subject to any other restrictions as the Company may determine are required to comply with Section 4.6. Such Vested Shares shall cease to be considered Restricted Stock subject to the terms and conditions of this Award Agreement. Notwithstanding the foregoing, no such new certificate shall be delivered to the Participant or his legal representative unless and until the Participant or his legal representative shall have satisfied the full amount of all federal, state and local withholding or other employment taxes applicable to the taxable income of the Participant resulting from the lapse of the Restrictions in accordance with Section 4.3.

ARTICLE IV. **MISCELLANEOUS**

Section 4.1 No Additional Rights. Nothing in this Award Agreement or in the Plan shall confer upon any person any right to a position as an Associate or continued employment by the Company or any of its Related Corporations or Affiliates or affect in any way the right of any of the foregoing to terminate the services of an individual at any time.

Section 4.2 Legend. Any certificates representing shares of Restricted Stock issued pursuant to this Award Agreement shall, until all Restrictions lapse and new certificates are issued pursuant to Section 3.3, bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AGREEMENT BY AND BETWEEN INTEGRA LIFESCIENCES HOLDINGS CORPORATION AND THE HOLDER OF THE SECURITIES. PRIOR TO VESTING OF OWNERSHIP IN THE SECURITIES, THEY MAY NOT BE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE ENCUMBERED OR DISPOSED OF UNDER ANY CIRCUMSTANCES. COPIES OF THE ABOVE REFERENCED AGREEMENT ARE ON FILE AT THE OFFICES OF THE CORPORATION AT 311 ENTERPRISE DRIVE, PLAINSBORO, NEW JERSEY 08536.

Section 4.3 Tax Withholding. On the Vesting Date, the Company shall notify the Participant of the amount of tax which must be withheld by the Company under all applicable federal, state and local tax laws. Subject to any applicable legal conditions or

restrictions, the Company shall withhold from the shares of Restricted Stock a number of whole shares of common stock having a fair market value, determined as of the Vesting Date, not in excess of the minimum of tax required to be withheld by law.

Section 4.4 Notices. Any notice to be given under the terms of this Award Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be addressed to him at the address given beneath his signature hereto. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to it or him. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 4.4. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 4.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

Section 4.6 Conformity to Securities Laws. This Award Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, this Award Agreement shall be administered, and the Restricted Stock shall be issued, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Award Agreement and the Restricted Stock issued hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 4.7 Amendment. This Award Agreement may be amended only by a writing executed by the parties hereto which specifically states that it is amending this Award Agreement.

Section 4.8 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Award Agreement regardless of the law that might be applied under principles of conflicts of laws.

IN WITNESS HEREOF, this Award Agreement has been executed and delivered by the parties hereto.

THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

[Name]

By _____

c/o Integra LifeSciences Corporation

Name:

Title:

311 Enterprise Drive
Plainsboro, NJ 08536

EXHIBIT A
CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of shares of Integra LifeSciences Holdings Corporation to my spouse as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse's Name]

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WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan, as amended (the “Plan”), and wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made part of this Award Agreement; and

NOW, THEREFORE, in consideration of the various covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

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THE PARTICIPANT

INTEGRA LIFESCIENCES
HOLDINGS CORPORATION

[Name]

c/o Integra LifeSciences Corporation

By _____

Name:

Title:

311 Enterprise Drive
Plainsboro, NJ 08536

EXHIBIT A
CONSENT OF SPOUSE

I, ____, spouse of ____, have read and approve the foregoing Award Agreement. In consideration of granting of shares of Integra LifeSciences Holdings Corporation to my spouse as set forth in the Award Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Award Agreement and agree to be bound by the provisions of the Award Agreement insofar as I may have any rights in said Award Agreement or any shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Award Agreement.

Dated: ____, ____

[Spouse's Name]

News Release

Contact:

Integra LifeSciences Holdings Corporation

Gianna Sabella
Director of Corporate Communications
(609) 936-2389
gsabella@integra-LS.com

Integra LifeSciences Holdings Corporation Appoints Raymond G. Murphy to its Board of Directors

PLAINSBORO, N.J., April 13, 2009 — Integra LifeSciences Holdings Corporation (Nasdaq: IART) announced that Raymond G. Murphy will join its board of directors on April 17, 2009.

“I am very pleased that Ray has agreed to join our board of directors as our ninth member,” said Richard Caruso, Integra’s Founder and Chairman of the Board. “His depth of financial expertise and business acumen will be a great asset to the Board and the company.”

“It’s an exciting time to be part of Integra and I am pleased to fill this new position as a director,” said Mr. Murphy. “It is very rewarding to be part of a company that seeks to improve patients’ lives through the development of innovative life-saving medical devices, and I look forward to working with the Integra team as we take the company to the next level.”

Between 2004 and 2008, Mr. Murphy was Senior Vice President & Treasurer of Time Warner Inc. Between 2001 and 2004, he was Vice President & Treasurer of Time Warner Inc. From 1999 until 2001, he was Senior Vice President & Treasurer of America Online, Inc. Between 1993 and 1999, he was Senior Vice President, Finance & Treasurer of Marriott International, Inc. Prior to Marriott, he held executive positions at Manor Care, Inc., Ryder System Inc. and W R Grace & Company. Since 2005, he has been a member of the Finance Committee of The Advertising Council, Inc. and from 2007 until 2009, he served as Chair of such committee. Between 2004 and 2009, he served on the Board of Directors of The Advertising Council, Inc. and between 2007 and 2009, he served on its Executive Committee. He received a B.S. from Villanova University and an M.B.A. from Columbia University Graduate School of Business.

The board of directors authorized an increase in the size of the board from eight members to nine and appointed Mr. Murphy to fill the vacancy. The other members of the board are Richard E. Caruso, Ph.D., Thomas J. Baltimore, Jr, Keith Bradley, Ph.D., Stuart M. Essig, Neal Moszkowski, Christian S. Schade, James M. Sullivan, and Anne M. VanLent.

Integra LifeSciences Holdings Corporation, a world leader in regenerative medicine, is dedicated to improving the quality of life for patients through the development, manufacturing, and marketing of clinically relevant, innovative, and cost-effective surgical implants and medical instruments. Integra’s products, used primarily in neurosurgery, orthopedics and general surgery, are used to treat millions of patients every year. The company’s headquarters are in Plainsboro, New Jersey, and it has research and manufacturing facilities throughout the world. For more information visit www.Integra-LS.com.

Source: Integra LifeSciences Holdings Corporation

IART-G