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): October 12, 2010

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

(b)

Retirement of Current Chief Operating Officer

On October 12, 2010, Gerard S. Carlozzi, the Executive Vice President and Chief Operating Officer of Integra LifesSciences Holdings Corporation (the "Company"), informed the Company's Board of Directors (the "Board") that he will be retiring when the term of his employment agreement expires on January 4, 2011. In connection with his retirement, Mr. Carlozzi resigned as an officer and employee of the Company, effective as of January 4, 2011.

(c)

Appointment of New President and Chief Operating Officer and Change in Titles of Other Executive Officers

On October 12, 2010, the Board appointed Peter J. Arduini as the Company's President and Chief Operating Officer, effective as of November 1, 2010, filling the Chief Operating Officer position being vacated by Mr. Carlozzi. Effective on November 1, 2010, Mr. Carlozzi will continue as Executive Vice President until January 4, 2011. Effective on November 1, 201 0, Stuart M. Essig, the Company's current President and Chief Executive Officer, will continue as Chief Executive Officer. Mr Essig consented to the change in his title and to the appointment of Mr. Arduini as President and Chief Operating Officer. In addition Mr. Essig acknowledged and agreed that neither such change nor such appointment shall constitute "Good Reason" for purposes of his employment agreement with the Company or any other agreement.

Prior to joining the Company, Mr. Arduini, age 46, has been the Corporate Vice President of the Medication Delivery business at Baxter International Inc., overseeing a number of pharmaceutical and medical device businesses at Baxter. Prior to joining Baxter in 2005, Mr. Arduini served as global general manager of GE Healthcare's cat scan and functional imaging business. Mr. Arduini spent 15 years at GE Healthcare in a variety of management roles for domestic and global businesses. He also oversaw marketing, market research, product desi gn and engineering program development for its radiology and cardiology franchise. Prior to joining General Electric Company, Mr. Arduini spent four years with Procter & Gamble.

(e)

Consulting Agreement

In connection with Mr. Carlozzi's retirement, on October 12, 2010, the Compensation Committee of the Board approved the terms of a consulting agreement dated October 12, 2010 between the Company and an entity (the "Consultant") of which Mr. Carlozzi is the principal, for the period beginning on January 4, 2011 and ending on June 15, 2011 (the "Consulting Agreement"). Under the Consulting Agreement, the Consultant will perform consulting services for the Company related to special projects involving the Company's business under the direction of the Company's Chief Executive Officer for a fee of $600,000 for the full consulting term, payable $100,000 per month (or for June 2011, for the half month) plus reimbursement of reasonable expenses. The level of consulting services to be provided by the Consultant is equal to 50% of the level of services performed by Mr. Carlozzi prior to his retirement from the Company. The Consulting Agreement also provides for (i) an assignment to the Company of any intellectual property relating to the Company's business that the Consultant creates relating to the assignments or projects associated with the work performed under the Consulting Agreement and (ii) noncompetition and non-solicitation covenants for one year following the expiration or termination of the Consulting Agreement. In the event that the Company terminates the Consulting Agreement early (other than as a result of a material breach by the Consultant), the Consultant will be paid for the remainder of the consulting fee for the full term of the Consulting Agreement in a lump sum.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the copy of the Consulting Agreement which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Employment Agreement with President and Chief Operating Officer

In connection with the appointment of Mr. Arduini as President and Chief Operating Officer, on October 12, 2010, the Compensation Committee approved the terms of an employment agreement dated as of October 12, 2010 between the Company and Mr. Arduini (the "Arduini Agreement"). The following is a summary of the material terms of the Arduini Agreement.

Term

The term of the Arduini Agreement commences on November 1, 2010 and continues until December 31, 2013, unless terminated earlier by either party.

Compensation and Benefits

For 2010 and 2011, the Company will pay Mr. Arduini a base salary of $600,000. Commencing in 2012, the base salary amount is subject to annual review for any increase (but may not be decreased) in the discretion of the Compensation Committee.

The Company will pay Mr. Arduini a cash signing bonus in the amo unt of $500,000 within 30 days following November 1, 2010 and grant him on November 1, 2010 a signing equity grant of fully vested deferred stock units with a value of $1,500,000, valued as of the grant date, as a partial offset to the potential value of previously-granted incentive awards made to Mr. Arduini by his current employer, Baxter International Inc. The shares underlying the units will be paid out within the 30 day period immediately following the six-month anniversary following Mr. Arduini's separation from service with the Company.

For 2011, Mr. Arduini will have a guaranteed annual bonus equal to 90% of his annual base salary. In addition, beginning in 2012, Mr. Arduini will be eligible for an annual discretionary bonus targeted at 90% of annual base salary, based on the achievement of performance objectives determined by the Compensation Committee. The annual discretionary bonus opportunity will range from 50% of annual base salary (if threshold performance goals are achieved) to a maximum of 150% of annual base salary. The annual bonus for 2011 will be paid in cash up to an amount that, together with base salary, does not exceed the $1,000,000 deductibility limit under Internal Revenue Code Section 162(m). The remaining non-cash portion of the 2011 annual bonus will be paid in the form of fully vested deferred stock units. Beginning in 2012, the Compensation Committee will determine the extent to which Mr. Arduini's annual bonus will be paid in cash or in the form of one or more equity-based awards. Any portion of the bonus paid in the form of an equity-based award will be fully vested as of the date of grant.

Further, beginning in 2011, Mr. Arduini will be eligible for an annual discretionary equity-based award with an aggregate target value on the date of grant equal to $1,000,000, based on his performance as evaluated by the Compensation Committee. Any such annual equity award will be allocated 70% in the form of restricted stock units with annual vestin g on each of the first, second and third anniversaries of the grant date and 30% in the form of non-qualified stock options. Any annual restricted stock unit grant will be subject to accelerated vesting upon the occurrence of any of the following: (i) a termination of Mr. Arduini's employment by reason of his "Disability" (as defined in the Arduini Agreement) or death, or (ii) a "Change of Control" (as defined in the Arduini Agreement). Vested shares will be paid out within the 30 day period immediately following the six-month anniversary after Mr. Arduini's separation from service with the Company.

Any restricted stock unit grants described above will include certain dividend equivalent rights with respect to vested units.

The annual stock option grant will have a six-year term and will vest and be exercisable with respect to 25% of the shares subject thereto on the first anniversary of the grant date and thereafter with respect to 1/36th of the remaining shares on the first business day of each following month. The annual option grant is subject to accelerated vesting in the event of a Change in Control.

Mr. Arduini is also eligible to participate in the Company's employee benefit plans, stock-based plans and any other plans any other plans and benefits covering executives of the Company.

In addition, the Company will reimburse Mr. Arduini for up to $200,000 of certain relocation-related expenses. Further, the Company will reimburse Mr. Arduini for up to $15,000 in legal fess incurred relating to the negotiation of the Arduini Agreement. The Arduini Agreement does not provide for any tax gross up provision with respect to these reimbursements.

Severance Payments

If Mr. Arduini's employment with the Company is terminated by the Company for a reason other than death, "Disability" or "Cause" or Mr. Arduini terminates his employment with the Company for "Good Reason" (each as defined in the Arduini Agreement), the Company will pay to him a lum p sum cash severance amount equal to the sum of his annual base salary and target bonus, each as of his last day of active employment. In addition, in general, the Company will pay him monthly cash payments equal to the Company's cost of COBRA and life insurance premiums for up to one year following the termination date.

If within 18 months of a Change in Control of the Company, Mr. Arduini's employment with the Company is terminated by the Company for a reason other than death, Disability or Cause or he terminates employment with the Company for Good Reason, the Company will pay to him a lump sum cash payment equal to 2.99 times the sum of his annual base salary and target bonus, each as of his last day of active employment. In addition, in general, the Company will pay him monthly cash payments equal to the Company's cost of COBRA and life insurance premiums during the period ending not later than the last day of the scheduled employment term. The Arduini Agreement does not inc lude any tax gross up provision with respect to any severance payments. The above severance benefits are conditioned on Mr. Arduini and the Company executing a mutual release of claims.

Death of Executive

In general, if Mr. Arduini dies during the term of his employment agreement, the Company will pay his spouse (i) a death benefit equal to a lump sum payment equal to Mr. Arduini's base salary and (ii) monthly cash payments equal to the Company's cost of COBRA premiums during the period ending not later than the first anniversary of the termination date.

Restrictive Covenants

The Arduini Agreement provides for (i) an assignment to the Company of any intellectual property relating to the Company's business that Mr. Arduini creates or acquires during his employment with the Company and (ii) certain noncompetition and non-solicitation covenants for one year following the expiration or termination of the Arduini Agreement.

Other

The foregoing descr iption of the Arduini Agreement is qualified in its entirety by reference to the copy of the Arduini Agreement which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Amendment to Employment Agreement with Chief Financial Officer

On October 12, 2010, the Company and John B. Henneman, III, the Company's Executive Vice President, Finance and Administration, and Chief Financial Officer, entered into Amendment 2010-1 (the "Henneman Amendment") to Mr. Henneman's Amended and Restated 2005 Employment Agreement with the Company, dated as of December 19, 2005, as amended (the "Henneman Employment Agreement"). The Henneman Amendment extends the term of Mr. Henneman's employment until January 4, 2013 and provides for automatic one-year extensions thereafter unless either party gives at least six month advance notice of nonrenewal.

In addition, the Henneman Amendment provides that Mr. Henneman will receive (i) a base salary o f $525,000 for 2011 and $550,000 for 2012 and (ii) a number of shares of restricted stock to be granted on December 15, 2010 equal in value to $3,000,000 on the date of grant, representing an equity-based award in consideration of his agreement to extend the term of the Henneman Employment Agreement. The restricted stock grant will, subject to the Mr. Henneman's continued service with the Company, vest in two equal annual installments on the first two anniversaries of the grant date and will be subject to accelerated vesting upon the occurrence of any of the following: (i) termination of Mr. Henneman's employment by the Company without "Cause" or by Mr. Henneman for "Good Reason," (ii) a "Change in Control" of the Company, (iii) a termination by reason of Mr. Henneman's "Disability" (each as defined in the Henneman Employment Agreement), or (iv) Mr. Henneman's death. Further, the Henneman Amendment provides that if his employment terminates a result of the Company's nonre newal of the term, the termination would be treated for severance purposes the same as a termination by the Company without Cause. In general, severance for such event includes a lump sum cash payment equal to the sum of Mr. Henneman's base salary and target bonus (or in the event of a Change in Control, 2.99 times the sum of his base salary and target bonus), monthly payments of the Company's cost of COBRA and life and disability insurance premiums during a specified period (typically one year, or in the event of a Change in Control, until December 19 of the year following the termination of service), as well as reasonable legal fees and expenses as a result of any such termination relating to a Change in Control. In addition, the Henneman Amendment removes all provisions for any tax gross ups.

The foregoing description of the Henneman Amendment is qualified in its entirety by reference to the copy of the Henneman Amendment which is attached as

Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference herein. In all other respects not amended, the Henneman Employment Agreement remains in full force and effect.

Item 7.01 Regulation FD Disclosure.

Attached as Exhibit 99.1, and incorporated herein to this Item 7.01 by reference, is a press release issued on October 12, 2010 by the Company.

Item 9.01 Financial Statements and Exhibits.

10.1 Consulting Agreement, dated October 12, 2010, between Integra LifeSciences Holdings Corporation and the Consultant.
10.2 Employment Agreement, dated as of October 12, 2010, between Integra LifeSciences Holdings Corporation and Mr. Arduini.
10.3 Amendment 2010-1, dated as of October 12, 2010, to Mr. Henneman's Amended and Restated Employment Agreement between the Company and Mr. Henneman.
10.4 Form of Contract Stock/Restricted Units Agreement (for Signing Grant) for Mr. Arduini.
10.5 Form of Contract Stock/Restricted Units Agreement (for Annual Equity Awards) for Mr.Arduini.
10.6 Form of Non-Qualified Stock Option Agreement for Mr. Arduini.
10.7 Form of Restricted Stock Agreement for Mr. Henneman.
99.1 Press release, issued by Integra LifeSciences Holdings Corporation on October 12, 2010.

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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

October 12, 2010

By: Stuart M. Essig

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

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Exhibit Index

Exhibit No.	Description
10.1	Consulting Agreement, dated October 12, 2010, between Integra LifeSciences Holdings Corporation and the Consultant.
10.2	Employment Agreement, dated as of October 12, 2010, between Integra LifeSciences Holdings Corporation and Mr. Arduini.
10.3	Amendment 2010-1, dated as of October 12, 2010, to Mr. Henneman's Amended and Restated Employment Agreement between the Company and Mr. Henneman.
10.4	Form of Contract Stock/Restricted Units Agreement (for Signing Grant) for Mr. Arduini.
10.5	Form of Contract Stock/Restricted Units Agreement (for Annual Equity Awards) for Mr. Arduini
10.6	Form of Non-Qualified Stock Option Agreement for Mr. Arduini.
10.7	Form of Restricted Stock Agreement for Mr. Henneman.
99.1	Press release issued on October 12, 2010 by Integra LifeSciences Holdings Corporation.

Exhibit 10.1

October 12, 2010

Inception Surgical

c/o Gerard S. Carlozzi

311 Enterprise Drive

Plainsboro, NJ 08536

Re: Consulting Agreement

Dear Gerry,

This letter sets forth the terms under which Inception Surgical (whose principal is Gerard S. Carlozzi) ("Inception Surgical"), will assist Integra LifeSciences Corporation and its subsidiaries and affiliates (collectively, "Integra").

1. **Engagement**. Integra hereby engages Inception Surgical, and Inception Surgical agrees, during the term of this letter agreement, to perform such consulting services as may be requested by Integra related to special projects involving Integra's businesses ("Consulting Services"). The Consulting Services shall be provided at Integra's offices in Plainsboro, New Jersey or as otherwise designated by Integra for work requested by Integra. The level of Consulting Services provided by Inception Surgical hereunder shall be equal to 50% of the average level of services performed by Gerard S. Carlozzi ("Carlozzi) for Integra during the 36 month period immediately preceding Carlozzi's termination of employment with Integra. Inception Surgical will work under the direction of Integra's CEO.

2. **Term of Engagement**. The term of the engagement shall commence on January 4, 2011, provided that Inception Surgical signs, dates and returns to Integra a copy of this letter and that Carlozzi signs, dates and returns to Integra a copy of the enclosed resignation letter and mutual release on or before such date, and shall end on June 15, 2011, unless earlier terminated by either party in accordance with the provisions hereof (the "Contract Period").

3. **Compensation** . Integra shall pay to Inception Surgical $600,000 (the "Consulting Fee") in the aggregate for services to be provided during the term of the engagement, payable $100,000/month (or for June 2011, for the partial month). In addition, Integra shall reimburse Inception Surgical for reasonable business expenses actually incurred by it in the performance of the Consulting Services, subject to Integra's Travel and Expense policies as they would apply to the CEO, CFO and COO of Integra, as in effect from time to time, provided that such expenses are appropriately documented in accordance with such policies.

4. **Performance**. Inception Surgical agrees that Inception Surgical will exercise its best skill and judgment in the performance of the Consulting Services and that Inception Surgical will devote the necessary resources to perform Inception Surgical's obligations hereunder in a timely and efficient manner. Inception Surgical agrees that Inception Surgical will directly perform the Consulting Services and will not hire any consultants or sub-contractors to perform the Consulting Services.

5. **Confidentiality**.

5.1. **Confidential Information**. Inception Surgical acknowledges that it may be necessary for Integra to disclose information to Inception Surgical which Integra considers proprietary or confidential in order for Inception Surgical to perform the Consulting Services hereunder. Furthermore, Inception Surgical acknowledge that, in many instances, Integra is bound by contractual or other obligations to hold and use confidential information received from third parties in confidence, and that Inception Surgical's failure to do so may constitute a breach of such obligations. Therefore, Inception Surgical acknowledges and agrees that Inception Surgical's undertakings herein with respect to the use and dissemination of such third party Confidential Information (as hereinafter defined) are made and intended for the benefit not only of Integra but also of all parties that provide Integra with Confidential Information.

"Confidential Information" means all information, data, studies, results of research, specifications and techniques, economics information, business or research strategies, trade secrets, patents, existing and potential customers, suppliers, markets, contracts, prices, products, technologies, know-how, financial or customer or client or prospective client or client lists and printouts, records, materials and other information previously, now or hereafter provided or otherwise disclosed (in oral or written form) by Integra to Inception Surgical relating to the business, finances, products, processes and/or services of Integra or of any third party with which Integra has a confidentiality arrangement, agreement or understanding. Confidential Information also includes the terms of this letter agreement, Inventions, and the confidential information (including financial information and all other information) of third parties provided to Inception Surgical in order that Inception Surgical can perform the Consulting Services hereunder.

5.2. **Disclosure and Use of Confidential Information**. Inception Surgical shall not disclose the Confidential Information, and shall use Inception Surgical's best efforts and take all reasonable precautions to protect the Confidential Information from disclosure by any others, to persons or entities other than Inception Surgical. Inception Surgical shall use the Confidential Information solely for the purposes of performing Inception Surgical's obligations under, and pursuant to the terms of, this letter agreement, and not for any other purpose or in any other manner whatsoever.

5.3. **Return of Confidential Information**. Confidential Information is and shall remain the property of Integra and shall, at Integra's request, forthwith be returned to Integra or be destroyed, together with all copies made by Inception Surgical. Upon request, Inception Surgical shall provide to Integra a certificate as to the return or destruction of such Confidential Information.

5.4. **Exception.** Inception Surgical's obligation of non-disclosure set forth in this Section 5 shall remain in effect except to the extent that Inception Surgical can show by reasonable documentation that the specific portion of such Confidential Information as to which disclosure is sought:

(a) was in the public domain at the time of disclosure to Inception Surgical or at the time it was derived in the course of any research, or after such disclosure or derivation, was made part of the public domain, through no fault of Inception Surgical, by a third party not affiliated with or employed by Inception Surgical who was legally in possession of the data or information and was under no obligation to Integra to maintain such information confidential;

(b) was lawfully in Inception Surgical's possession without restriction at the time of Integra's disclosure; or

(c) was lawfully made available to Inception Surgical without restriction by a third party who was not affiliated with or employed by Inception Surgical and was under no obligation to Integra to maintain the same confidential.

6. **Inventions.** Inception Surgical will promptly make full written disclosure to Integra (or any persons designated by it), will hold in trust for the sole right and benefit of Integra, and hereby assign to Integra, or its designee, without further compensation, all Inception Surgical's right, title, and interest in and to

any and all inventions, original works of authorship, discoveries, design improvements, processes, trade secrets, trade know-how and all other intellectual property, whether or not patentable or registrable under patent, copyright or similar laws, and any and all rights and benefits resulting therefrom, that (a) relate to the assignments or projects associated with the work done under this agreement All such Inventions and the benefits thereof shall immediately become the sole and absolute property of Integra and its assigns. Inception Surgical further acknowledges that all original works of authorship which are made by Inception Surgical (solely or jointly with others) within the scope of Inception Surgical's retention as a consultant hereunder and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

7. **Non-Competition; Non-Solicitation**. During the term of this letter agreement and for a period of one year following the termination or expiration of this letter agreement, Inception Surgical and Carlozzi, shall not, without the express written consent of Integra, directly or indirectly: (I) engage, anywhere within the geographical areas in which Integra is conducting business operations or providing services as of the date of termination or expiration of this letter agreement, in the tissue engineering business (the use of implantable absorbable materials, with or without a bioactive component, to attempt to elicit a specific cellular response in order to regenerate tissue or to impede the growth of tissue or migration of cells) (the "Tissue Engineering Business"), neurosurgery business (the use of surgical instruments, implants, monitoring products or disposable products to treat the brain or central nervous system) ("Neurosurgery Business"), instrument business (general surgical handheld instruments used for general purposes in surgical procedures) ("Instrument Business"), reconstruction business (bone fixation devices for foot and ankle reconstruction procedures) ("Reconstruction Business") or in any other line of business the revenues of which constituted at least 50% of Integra's revenues during the six (6) month period prior to the termination or expiration of this letter agreement (together with the Tissue Engineering Business, Neurosurgery Business, Instrument Business and Reconstruction Business, the "Business"); (II) be or become a stockholder, partner, owner, officer, director or employee or agent of, or a consultant to or give financial or other assistance to, any person or entity engaged in the Business; (III) seek in competition with the Business to procure orders from or do business with any customer of Integra; (IV) solicit, or contact with a view to the engagement or employment by any person or entity of, any person who is an employee of Integra; (V) seek to contract with or engage (in such a way as to adversely affect or interfere with the business of Integra) any person or entity who has been contracted with or engaged to manufacture, assemble, supply or deliver products, goods, materials or services to Integra; or (VI) engage in or participate in any effort or act to induce any of the customers, associates, consultants, or employees of Integra to take any action which might be disadvantageous to Integra; provided, however, that nothing herein shall prohibit Inception Surgical and Inception Surgical affiliates from owning, as passive investors, in the aggregate not more than 5% of the outstanding publicly traded stock of any corporation so engaged and provided, further, however, that nothing set forth in this Section 7 shall prohibit Inception Surgical or Carlozzi, from becoming an employee or agent of, or consultant to, any entity that is engaged in the Business so long as Inception Surgical and Carlozzi do not engage in any activities in the Business in any capacity for said entity.

8. **Termination of Engagement**.

8.1 **Bases for Termination**. This letter agreement shall terminate prior to the end of the Contract Period at the earlier to occur of the following events:

(a) **Termination by Integra**. Integra may terminate this letter agreement at any time upon notice in writing to Inception Surgical upon any of the following events:

(i) A breach of any of the terms of this letter agreement by Inception Surgical.

(ii) If Inception Surgical or Carlozzi is disabled or otherwise unable to provide the Consulting Services.

(iii) At any time and for any reason, Integra may terminate this letter agreement by giving Inception Surgical five (5) days prior written notice of such termination.

(b) **Termination by Inception Surgical**. Inception Surgical may terminate this letter agreement at any time upon notice in writing to Integra upon any of the following events:

(i) A breach of any of the terms of this letter agreement by Integra

(ii) At any time and for any reason, Inception Surgical may terminate this letter agreement by giving Integra five (5) days prior written notice of such termination

8.2. **Effect of Termination**. Upon termination or expiration of this letter agreement, Inception Surgical agrees to discontinue any further work hereunder, except to the extent that Inception Surgical and Integra may otherwise agree, and the respective rights and obligations of the parties shall terminate; provided that:

(a) In the event this letter agreement is terminated prior to the expiration thereof by Integra for any reason other than a material breach of this letter agreement by Inception Surgical, Inception Surgical shall be entitled to payment of any unpaid portion of the $600,000 Consulting Fee that would otherwise have been payable to Inception Surgical through June 15, 2011 had Inception Surgical continued to provide the Consulting Services until such date. Such payment shall be made in a lump sum on or within ten (10) business days following the date of termination. In the event of such termination, Inception Surgical shall have no right to payment of any other compensation or consequential damages with respect to such termination;

(b) In the event this letter agreement is terminated by Inception Surgical prior to the expiration thereof, Inception Surgical shall be entitled to payment of all earned but unpaid Consulting Fees through the date of termination, and Inception Surgical shall have no further right to payment of any Consulting Fees or other compensation hereunder, or to consequential damages with respect to such termination. Such payment shall be made in a lump sum on or within ten (10) business days following the date of termination;

(c) the provisions of Sections 5, 6, 7 and 8 shall survive the expiration or termination of this letter agreement; and

(d) Inception Surgical shall return or destroy (at the option of Integra) any and all documents or other embodiments containing or constituting Confidential Information in its possession or control, without retaining any copies thereof.

9. **Miscellaneous**.

9.1. **Governing Law and Jurisdiction**. This letter agreement shall be governed and construed in accordance with the laws of the State of New Jersey, not including the choice of law rules thereof.

9.2. **Independent Contractor**. In all respects, Inception Surgical shall be deemed an independent contractor to Integra, exercising independent judgment as to the methods and means of providing the Consulting Services. Nothing within this letter agreement shall be construed to create a partnership or joint venture between Inception Surgical and Integra, nor shall either party's employees, servants, agents or representatives be considered the employees,

servants, agents or representatives of the other. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf of, or in the name of, the other party, or to bind the other party to any contract, agreement or undertaking with any third party. Inception Surgical hereby agrees that Inception Surgical is responsible for all liabilities for income taxes, social security taxes, and all other obligations which would be imposed upon Integra were Inception Surgical or Carlozzi deemed to be an employee of Integra rather than an independent contractor; Inception Surgical agrees to indemnify Integra and hold Integra harmless against any and all claims relating to such obligations.

9.3. **Entire Letter Agreement**. This letter agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous negotiations, agreements, understandings, or arrangements of any nature or kind with respect to the subject matter hereof. Any additional relationship or business arrangement between the parties shall be governed by a separately negotiated agreement. Notwithstanding the foregoing, nothing contained in this letter shall supersede or otherwise affect Carlozzi's obligations under Section 16 (Restrictive Covenants) of that certain Amended and Restated 2005 Employment Agreement, dated as of December 19, 2005, as amended from time to time, between Integra and Carlozzi.

9.4. **Assignment**. This letter agreement is personal and Inception Surgical shall not assign, subcontract, delegate, or otherwise transfer, in whole or in part, this letter agreement or its obligations hereunder except with the prior written consent of Integra. Integra may without consent assign or delegate this letter agreement (and/or its rights and responsibilities hereunder), in whole or in part.

9.5. **Validity of Agreement**. If any term or provision of this letter agreement shall be found to be illegal, invalid or unenforceable, then, notwithstanding such illegality, invalidity or unenforceability, this letter agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

9.6. **Code Section 409A**. The amounts payable under this Agreement are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). However, notwithstanding any provision of this Agreement to the contrary, if any such amounts payable under this Agreement are deemed to be subject to Section 409A of the Code, this Agreement shall be deemed to incorporate the terms and conditions required by Section 409A of the Code and Department of Treasury regulations promulgated thereunder. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. If Integra determines that any amounts payable under this Agreement may be subject to Section 409A of the Code and related Department of Treasury guidance, Integra may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take such other actions, as it deems necessary or appropriate to (i) exempt the amounts payable under this Agreement from Section 409A of the Code and/or preserve the intended tax treatment of such amounts, or (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance.

Kindly acknowledge Inception Surgical's agreement to the terms set forth herein by signing and dating this letter and the duplicate original that I enclose. After Inception Surgical has signed and dated both originals of this letter and Carlozzi has signed and dated two originals of the enclosed resignation letter, please send one of each back to me for our records and keep the other one. We look forward to working with Inception Surgical on special projects.

Sincerely,

/s/ Stuart M. Essig
Stuart M. Essig
President and CEO

ACKNOWLEDGED AND AGREED TO:

Inception Surgical (Consultant)

By: /s/ Gerard S. Carlozzi
Gerard S. Carlozzi, Principal

Date: October 12, 2010

Exhibit 10.2

EMPLOYMENT AGREEMENT

This employment agreement (this "Agreement") is made as of the 12th day of October, 2010 by and between Integra LifeSciences Holdings Corporation, a Delaware Corporation (the "Company") and Peter J. Arduini ("Executive").

Background

The Company desires to employ Executive, and Executive desires to become an employee of the Company, on the terms and conditions contained in this Agreement. Executive will be substantially involved with the Company's operations and management and will learn trade secrets and other confidential information relating to the Company and its customers; accordingly, the noncompetition covenant and other restrictive covenants contained in Section 19 of this Agreement constitute essential elements hereof.

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

Terms

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

(a) "Base Salary" shall have the meaning set forth in Section 5.

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

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

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

(ii) intentionally and materially breached any provision of this Agreement and not cured such breach (if curable) within 15 days of his receipt of written notice of the breach, provided such breach is materially and demonstrably injurious to the Company;

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

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

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

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

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

(i) if the "beneficial ownership" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of securities representing more than fifty percent (50%) of the combined voting power of Company Voting Securities (as herein defined) is acquired by any individual, entity or group (a "Person"), other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company or an affiliate thereof, or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company (for purposes of this Agreement, "Company Voting Securities" shall mean the then outstanding voting securities of the Company entitled to vote generally in the election of directors); provided, however, that any acquisition from the Company or any acquisition pursuant to a transaction which complies with clauses (A), (B) and (C) of paragraph (iii) of this definition shall not be a Change in Control under this paragraph (i); or

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

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

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

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

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

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

(h) "Good Reason" shall mean:

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

(ii) the relocation by the Company of Executive's office location to a location more than forty (40) miles from Princeton, New Jersey;

(iii) without Executive's express written consent, the Company reduces Executive's Base Salary or bonus opportunity, or materially reduces the aggregate fringe benefits provided to Executive or substantially alters Executive's authority and/or title as set forth in Section 2 hereof in a manner reasonably construed to constitute a demotion, provided, Executive resigns within 90 days after the change objected to;

(iv) without Executive's express written consent, Executive fails at any point during the one-year period following a Change in Control to hold the title and authority (as set forth in Sections 2 and 4(a) hereof) with the Parent Corporation (or if there is no Parent Corporation, the Surviving Corporation) that Executive held with the Company immediately prior to the Change in Control, provided Executive resigns within one year of the Change in Control; or

(v) the Company fails to obtain the assumption of this Agreement by any successor to the Company.

(i) "Principal Executive Office" shall mean the Company's principal office for executives, presently located at 311 Enterprise Drive, Plainsboro, New Jersey 08536.

(j) "Termination Date" shall mean the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h)), as specified in the Termination Notice.

(k) "Termination Notice" shall mean a dated notice which: (i) indicates the specific termination provision in this Agreement relied upon (if any); (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Executive's employment under such provision; (iii) specifies a Termination Date; and (iv) is given in the manner specified in Section 20(j).

2. **Employment**. Effective as of the Effective Date, the Company hereby employs Executive as its President and Chief Operating Officer, and Executive hereby agrees to accept such employment and agrees to render services to the Company in such capacity (or in such other capacity in the future as the Board may reasonably deem equivalent to such position) on the terms and conditions set forth in this Agreement. Executive's primary place of employment shall be at the Principal Executive Office and Executive shall report to the Company's Chief Executive Officer.

3. **Term of Agreement**. Unless earlier terminated by Executive or the Company as provided in Section 15 hereof, the term of Executive's employment under this Agreement shall commence on November 1, 2010 (the date on which Executive commences employment hereunder, the "Effective Date") and terminate on December 31, 2013. In the event that Executive's employment with the Company does not commence for any reason, this Agreement shall have no force or effect and the Company shall have no obligations hereunder.

4. **Duties**. Executive shall:

(a) have duties, authority and responsibilities reasonably consistent with his employment hereunder and shall faithfully and diligently do and perform all such acts and duties, and furnish such services as are assigned to Executive as of the Effective Date, and (subject to Section 2) such additional acts, duties and services as the Board may assign in the future; and

(b) devote his full professional time, energy, skill and best efforts to the performance of his duties hereunder, in a manner that will faithfully and diligently further the business and interests of the Company, and shall not be employed by or participate or engage in or in any manner be a part of the management or operations of any business enterprise other than the Company without the prior consent of the Chief Executive Officer or the Board, which consent may be granted or withheld in his or its sole discretion; provided, however, that notwithstanding the foregoing, Executive may serve on civic or charitable boards or committees so long as such service does not materially interfere with Executive's obligations pursuant to this Agreement.

5. **Annual Compensation**. Executive's base salary rate shall be equal to $600,000 per annum. Executive's base salary, as determined in accordance with this Section 5 and as may be increased from time to time, is hereinafter referred to as his "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. Commencing with Executive's Base Salary for 2012, the Base Salary shall be subject to annual review, but may not be decreased without Executive's express written consent.

6. **Signing Bonuses**.

(a) Cash Signing Bonus. As soon as practical, but in no event more than thirty (30) days, following the Effective Date, the Company shall pay to Executive a cash signing bonus of $500,000.

(b) Equity Signing Bonus. On the later of November 1, 2010 or the Effective Date, the Company shall grant to Executive an award of fully vested Contract Stock (as defined in the Company's Second Amended and Restated 2003 Equity Incentive Plan (the "Plan")) for a number of shares of Company common stock determined by dividing $1,500,000 by the Fair Market Value (as defined in the Plan) of a share of the Company's common stock on the date on which such Contract Stock is granted. Such Contract Stock shall be subject to the terms and conditions set forth in a Contract Stock Agreement substantially in the form attached as Exhibit A hereto (the "Contract Stock Agreement") and the Plan, and the shares underlying such award shall be delivered to Executive in accordance with the terms of the Contract Stock Agreement.

7. **Annual Bonus Opportunity.**

(a) 2011 Annual Bonus. Provided that Executive remains employed by the Company through December 31, 2011, the Company shall pay Executive an annual bonus for the Company's 2011 fiscal year (the "2011 Annual Bonus") in an amount that is not less than 90% of Executive's Base Salary, irrespective of whether any applicable performance objectives for such fiscal year are achieved. A portion of the 2011 Annual Bonus equal to $1,000,000 minus Executive's Base Salary (the "2011 Cash Bonus") shall be paid to Executive in cash no later than the last day of the applicable two and one-half month short-term deferral period with respect to such payment, within the meaning of Treasury Regulation Section 1.409A-1(b)(4). The excess of the total 2011 Annual Bonus over the 2011 Cash Bonus shall be paid to Executive in the form of an award of fully vested Contract Stock for a number of shares of Company common stock determined by dividing such excess amount by the Fair Market Value of a share of the Company's common stock on the date on which such Contract Stock is granted. Such Contract Stock shall be granted to Executive no later than April 2, 2012 (with the exact date of grant determined by the Company in its sole discretion) and shall be subject to the terms and conditions set forth in a Contract Stock Agreement substantially in the form attached as Exhibit A hereto and the Plan.

(b) Annual Bonus (2012 and Thereafter). Effective commencing with the Company's 2012 fiscal year, Executive shall have the opportunity to receive an annual performance bonus in an amount targeted at 90% of Executive's Base Salary (the "Target Bonus"), and ranging from 50% of Executive's Base Salary (if threshold performance objectives are achieved) to a maximum of 150% of Executive's Base Salary. The actual amount of any such annual bonus that the Company determines to pay to Executive (the "Annual Bonus") shall be based upon the satisfaction of performance objectives established and evaluated by the Compensation Committee of the Board (the "Compensation Committee") in its sole discretion.

(c) Form of Payment. Except as set forth in Section 7(a) above, the Compensation Committee shall, in its sole discretion, determine the extent to which the Annual Bonus shall be paid in cash and the extent to which such Annual Bonus shall be paid in the form of one or more equity-based awards (including equity-based awards settled on a deferred basis),

provided that any portion of such Annual Bonus that is paid in the form of an equity-based award shall be fully vested as of the date on which such award is granted.

8. **Benefit Plans**. Executive shall be entitled to participate in and receive benefits under any employee benefit plan or stock-based plan of the Company in accordance with their terms, and shall be eligible for any other plans and benefits covering executives of the Company, to the extent commensurate with his then duties and responsibilities fixed by the Board. The Company shall not make any change in such plans or benefits that would adversely affect Executive's rights thereunder, unless such change affects all, or substantially all, executive officers of the Company.

9. **Equity Compensation**. The parties hereby acknowledge and agree that the Company may in its discretion grant Executive equity-based compensation awards from time to time. Effective commencing with the Company's 2011 fiscal year, Executive shall be eligible to receive a discretionary annual equity award ("Annual Equity Award") with an aggregate target denominated value equal to $1,000,000, based upon Executive's performance as evaluated by the Compensation Committee in its sole discretion. Any Annual Equity Award so granted shall be allocated as follows:

(a) Seventy percent (70%) of the denominated dollar value of such Annual Equity Award shall be granted in the form of Contract Stock for a number of shares of Company common stock equal to the denominated dollar value of such portion of the Annual Equity Award divided by the Fair Market Value of a share of the Company's common stock on the date on which such Contract Stock is granted. Subject to Executive's continued employment with the Company, such Contract Stock shall vest in equal annual installments on each of the first, second and third anniversaries of the grant date. Consistent with the foregoing, such Contract Stock shall be subject to the terms and conditions set forth in a Contract Stock/Restricted Units Agreement substantially in the form attached as Exhibit B hereto (the "Restricted Units Agreement") and the Plan, and the shares underlying such award shall be delivered to Executive in accordance with the terms of the Restricted Units Agreement.

(b) Thirty percent (30%) of the denominated dollar value of such Annual Equity Award shall be granted in the form of a NQSO (as defined in the Plan) covering a number of shares of Company common stock equal to the denominated dollar value of such portion of the Annual Equity Award divided by the per share grant date fair value of such NQSO, as computed by the Company in accordance with FASB Accounting Standards Codification Topic 718, *Compensation — Stock Compensation* (or any successor accounting standard). The per share exercise price of such NQSO shall be equal to the Fair Market Value of a share of the Company's common stock on the date on which such NQSO is granted, and, subject to Executive's continued employment with the Company, such NQSO shall vest and become exercisable with respect to twenty-five percent (25%) of the shares subject thereto on the first anniversary of the date of grant and thereafter with respect to $1/36^{th}$ of the remaining shares on the first business day of each following month. Such NQSO shall have a term of six (6) years, subject to earlier termination as set forth in the Option Agreement (as defined below). Consistent with the foregoing, such NQSO shall be subject to the terms and conditions set forth in a Non-Qualified Stock Option Agreement substantially in the form attached as Exhibit C hereto (the "Option Agreement").

(c) S-8. The Company agrees that for so long as it is required to file reports under Sections 13 or 15(d) of the Securities Exchange Act of 1934, it will maintain in effect a Form S-8 registration statement covering the issuance to Executive of the shares underlying Executive's then outstanding equity-based compensation awards.

10. **Vacation**. Executive shall be entitled to four weeks of paid annual vacation in accordance with the policies established from time to time by the Board.

11. **Relocation and Commuting Expenses**.

(a) Relocation. Executive agrees to relocate his residence to the New York/New Jersey/Pennsylvania area (the "New Jersey Area") no later than July 1, 2011. The Company will pay or reimburse Executive for the following reasonable expenses actually incurred by Executive in connection with such relocation, in a total amount not to exceed $200,000 (the "Relocation Cap"), provided that such expenses are incurred by Executive no later than December 31, 2011 in accordance with applicable Company policies:

(i) Expenses of moving Executive's family and household goods to the New Jersey Area;

(ii) Standard closing costs on the sale of Executive's existing home in Illinois;

(iii) Standard closing costs on Executive's purchase of a new home in the New Jersey Area (which, for the avoidance of doubt, shall not include "points" on Executive's new home loan);

(iv) Reasonable temporary living expenses for Executive in the New Jersey Area prior to his permanent relocation;

(v) Cost of up to two (2) house-hunting trips to the New Jersey Area for Executive and his immediate family; and

(vi) Coach airfare for up to one visit per month by Executive's spouse while Executive is temporarily living in the New Jersey Area.

(b) Commuting. Until Executive has permanently relocated in accordance with this Section 11, the Company shall reimburse Executive or otherwise pay for Executive's weekly round trip coach airfare in order to commute from his

current location (Illinois/Wisconsin) to the New Jersey Area.

(c) Payment. Subject to Section 20(b) below, the Company shall reimburse the relocation and/or commuting expenses described in this Section 11 within thirty (30) days following Executive's delivery to the Company of documentation evidencing such expenses.

12. **Business Expenses**. The Company shall reimburse Executive or otherwise pay for all reasonable expenses incurred by Executive in furtherance of or in connection with the business of the Company, including, but not limited to, automobile and traveling expenses and all reasonable entertainment expenses, subject to such reasonable documentation and other limitations as may be established by the Company.

13. **Legal Fees**. The Company shall reimburse Executive for up to $15,000 in legal fees and expenses actually incurred by Executive in connection with the drafting, review and negotiation of this Agreement on or prior to the Effective Date. Subject to Section 20(b) below, the Company shall reimburse such legal fees and expenses within thirty (30) days following Executive's delivery to the Company of documentation evidencing such expenses.

14. **Disability**. In the event Executive incurs a Disability, Executive's obligation to perform services under this Agreement will terminate, and the Board may terminate this Agreement upon written notice to Executive.

15. **Termination**.

(a) Termination without Salary Continuation. In the event that (i) Executive terminates his employment hereunder other than for Good Reason, or (ii) Executive's employment is terminated by the Company for Cause, Executive shall have no right to compensation or other benefits pursuant to this Agreement for any period after his last day of active employment.

(b) Termination with Salary Continuation (No Change in Control). Except as provided in Section 15(c) in the event of a Change in Control, and subject to Executive and the Company executing a mutual release that is mutually agreeable (provided, however, that Executive shall not be required to execute such mutual release as a condition to the receipt of the payments and benefits described below unless the Company also executes such mutual release, and provided, further, that the Company's release shall not release any claims relating to or arising out of the Executive's intentional, willful or reckless misconduct, fraud, breach of fiduciary duty, or any acts or omissions by Executive that are not covered by the Company's D&O insurance coverage or properly the subject of defense or indemnity by the Company) within 30 days following the Termination Date, in the event that Executive's employment is terminated by the Company for a reason other than death, Disability or Cause, or Executive terminates his employment for Good Reason, then, subject to Section 15(e) below, the Company shall:

(i) pay Executive a severance amount equal to Executive's Base Salary (determined without regard to any reduction in violation of Section 5) plus Executive's Target Bonus, each as of his last day of active employment; the severance amount shall be paid in a single lump sum on the first business day of the month following the Termination Date;

(ii) pay to Executive, for the period ending on the earliest of (A) the first anniversary of the Termination Date, (B) the date of Executive's full-time employment by another employer, (C) Executive's death, or (D) the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the Executive's monthly premium cost for "COBRA" family health coverage under the Company's group health plan; and

(iii) pay to Executive, for the period ending on the earliest of (A) the first anniversary of the Termination Date, (B) the date of Executive's full-time employment by another employer, or (C) Executive's death, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the monthly premium cost that the Company would have paid on behalf of Executive to cover Executive under the Company's life and disability insurance plans if Executive's employment with the Company had not terminated.

(c) Termination with Salary Continuation (Change in Control). Notwithstanding anything to the contrary set forth in Section 15(b), and subject to Executive and the Company executing a mutual release that is mutually agreeable (provided, however, that Executive shall not be required to execute such mutual release as a condition to the receipt of the payments and benefits described below unless the Company also executes such mutual release, and provided, further, that the Company's release shall not release any claims relating to or arising out of the Executive's intentional, willful or reckless misconduct, fraud, breach of fiduciary duty, or any acts or omissions by Executive that are not covered by the Company's D&O insurance coverage or properly the subject of defense or indemnity by the Company) within 30 days following the Termination Date, in the event that within eighteen months following a Change in Control Executive terminates his employment for Good Reason, or Executive's employment is terminated by the Company for a reason other than death, Disability or Cause, then, subject to Section 15(e) below, the Company shall:

(i) pay Executive a severance amount equal to 2.99 times the sum of Executive's Base Salary (determined without regard to any reduction in violation of Section 5) plus Executive's Target Bonus, each as of his last day of active

employment; the severance amount shall be paid in a single lump sum on the first business day of the month following the Termination Date;

(ii) pay to Executive, for the period ending on the earliest of (A) December 31, 2013, (B) Executive's death, or (C) the earlier of (1) during the COBRA continuation period, the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, or (2) following the expiration of the COBRA continuation period, the first month in which Executive does not provide the Company with evidence that he is receiving health insurance coverage from another insurance provider, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the Executive's monthly premium cost for "COBRA" family health coverage under the Company's group health plan; and

(iii) pay to Executive, for the period ending on the earliest of (A) December 31, 2013, or (B) Executive's death, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the monthly premium cost that the Company would have paid on behalf of Executive to cover Executive under the Company's life and disability insurance plans if Executive's employment with the Company had not terminated.

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

(e) Payment Delay. Notwithstanding any provision to the contrary herein, no compensation or benefits, including without limitation any severance payments or benefits payable under this Section 15, shall be paid to Executive during the six (6)-month period following Executive's "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Code) to the extent that the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. Any amounts delayed as a result of the previous sentence shall be paid to Executive in a lump sum within thirty (30) days after the end of such six (6) month period, and any amounts payable to Executive after the expiration of such six (6) month period under this Agreement shall continue to be paid to Executive in accordance with the terms of this Agreement. If Executive dies during such six-month period and prior to the payment of the delayed amounts hereunder, such unpaid delayed payments shall be paid to the personal representative of Executive's estate within thirty (30) days after the date of Executive's death. If any of the payments payable pursuant to this Section 15 are delayed due to such requirements, there shall be added to such payments interest during the delayed period at a rate, per annum, equal to the applicable federal short-term deferral rate (compounded monthly) in effect under Section 1274(d) of the Code on Executive's Termination Date.

(f) Expiration of Employment Term. Notwithstanding anything contained herein, in no event shall the expiration of the employment term set forth in Section 3 above or the Company's election not to renew the employment term constitute a termination of Executive's employment by the Company without Cause.

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

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

18. **Death of Executive**. If Executive dies during the term of this Agreement, the Company shall pay Executive's spouse a death benefit equal to one (1) times Executive's Base Salary at the time of his death, which shall be paid to Executive's spouse in a lump sum cash payment within thirty (30) days following the date of Executive's death. In addition, the Company shall pay to Executive's spouse and eligible dependents for the period ending on the earlier of (i) the first anniversary of Executive's death, or (ii) the first month in which Executive's spouse and/or eligible dependents do not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment that is equal to Executive's monthly premium cost for "COBRA" family health coverage under the Company's group health plan. The first monthly cash payment provided for in the immediately preceding sentence shall be paid within thirty (30) days following the date of Executive's death and each monthly payment thereafter shall be paid on the first business day of each month, commencing with the second month that follows the date of Executive's death. Any amounts due Executive under this Agreement (not including any Base Salary not yet earned by Executive) unpaid as of the date of Executive's death shall be paid in a single sum on the first business day of the second month following Executive's death to Executive's surviving spouse, or if none, to the duly appointed personal representative of his estate.

19. **Restrictive Covenants**.

(a) Confidentiality. Executive acknowledges a duty of confidentiality owed to the Company and shall not, at any time during or after his employment by the Company, retain in writing, use, divulge, furnish, or make accessible to anyone, without the express authorization of the Board, any trade secret, private or confidential information or knowledge of the Company obtained or acquired by him while so employed, except as required by law. All computer software, business cards, telephone lists, customer lists, price lists, contract forms, catalogs, Company books, records, files and know-how

acquired while an employee of the Company are acknowledged to be the property of the Company and shall not be duplicated, removed from the Company's possession or premises or made use of other than in pursuit of the Company's business or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against the Company and, upon termination of employment for any reason, Executive shall deliver to the Company, without further demand, all copies thereof which are then in his possession or under his control. No information shall be treated as "confidential information" if it is generally available public knowledge at the time of disclosure or use by Executive.

(b) Inventions and Improvements. Executive shall promptly communicate to the Company all ideas, discoveries and inventions which are or may be useful to the Company or its business. Executive acknowledges that all such ideas, discoveries, inventions, and improvements which heretofore have been or are hereafter made, conceived, or reduced to practice by him at any time during his employment with the Company heretofore or hereafter gained by him at any time during his employment with the Company are the property of the Company, and Executive hereby irrevocably assigns all such ideas, discoveries, inventions, and improvements to the Company for its sole use and benefit, without additional compensation. The provisions of this Section 19(b) shall apply whether such ideas, discoveries, inventions, or improvements were or are conceived, made or gained by him alone or with others, whether during or after usual working hours, whether on or off the job, whether applicable to matters directly or indirectly related to the Company's business interests (including potential business interests), and whether or not within the specific realm of his duties. Executive shall, upon request of the Company, but at no expense to Executive, at any time during or after his employment with the Company, sign all instruments and documents reasonably requested by the Company and otherwise cooperate with the Company to protect its right to such ideas, discoveries, inventions, or improvements including applying for, obtaining, and enforcing patents and copyrights thereon in such countries as Company shall determine.

(c) Noncompetition. During the term of this Agreement and for a period of one (1) year following the Termination Date, Executive shall not, without the express written consent of the Company, directly or indirectly: (i) engage, anywhere within the geographical areas in which the Company is conducting business operations or providing services as of the date of Executive's termination of employment, in the tissue engineering business (the use of implantable absorbable materials, with or without a bioactive component, to attempt to elicit a specific cellular response in order to regenerate tissue or to impede the growth of tissue or migration of cells) (the "Tissue Engineering Business"), neurosurgery business (the use of surgical instruments, implants, monitoring products or disposable products to treat the brain or central nervous system) ("Neurosurgery Business") or in any other line of business the revenues of which constituted at least 50% of the Company's revenues during the six (6) month period prior to the Termination Date (together with the Tissue Engineering Business and Neurosurgery Business, the "Business"); (ii) be or become a stockholder, partner, owner, officer, director or employee or agent of, or a consultant to or give financial or other assistance to, any person or entity engaged in the Business; (iii) seek in competition with the business of the Company to procure orders from or do business with any customer of the Company; (iv) solicit, or contact with a view to the engagement or employment by any person or entity of, any person who is an employee of the Company; (v) seek to contract with or engage (in such a way as to adversely affect or interfere with the business of the Company) any person or entity who has been contracted with or engaged to manufacture, assemble, supply or deliver products, goods, materials or services to the Company; or (vi) engage in or participate in any effort or act to induce any of the customers, associates, consultants, or employees of the Company to take any action which might be disadvantageous to the Company; provided, however, that nothing herein shall prohibit Executive and his affiliates from owning, as passive investors, in the aggregate not more than 5% of the outstanding publicly traded stock of any corporation so engaged; and provided, further, following the Termination Date, that Executive shall not be prohibited from (1) making any investment in, being or becoming a partner, owner, officer, director or employee or agent of, or consultant to, or give financial or other assistance to, any business enterprise (including, without limitation, any investment or venture capital fund or investment bank) that makes or has made any investment in or that provides advisory, financing or underwriting services to any Person or entity engaged in the Business provided that Executive does not render services (whether as an employee, consultant, advisor or otherwise) to the division or portion of such person or entity engaged in the Business or (2) rendering services (including under (1) above) to an entity conducting its business operations or providing services in the Business, if such entity is diversified and Executive does not render services, directly or indirectly, to the division or portion of the entity which is conducting its business operations or providing services in the Business.

(d) Injunctive and Other Relief.

(i) Executive acknowledges and agrees that the covenants contained herein are fair and reasonable in light of the consideration paid hereunder, and that damages alone shall not be an adequate remedy for any breach by Executive of his covenants contained herein and accordingly expressly agrees that, in addition to any other remedies which Company may have, Company shall be entitled to injunctive relief in any court of competent jurisdiction for any breach or threatened breach of any such covenants by Executive. Nothing contained herein shall prevent or delay Company from seeking, in any court of competent jurisdiction, specific performance or other equitable remedies in the event of any breach or intended breach by Executive of any of its obligations hereunder.

(ii) Notwithstanding the equitable relief available to the Company, Executive, in the event of a breach of his covenants contained in Section 19 hereof, understands and agrees that the uncertainties and delay inherent in the legal process would result in a continuing breach for some period of time, and therefore, continuing injury to the Company until and unless Company can obtain such equitable relief. Therefore, in addition to such equitable relief, Company shall be entitled to monetary damages for any such period of breach until the termination of such breach,

in an amount up to the amount of all monies received by Executive as a result of said breach. If Executive should use or reveal to any other person or entity any confidential information, such use or revelation would be considered a continuing violation on a daily basis for as long as such confidential information is made use of by Executive.

(iii) If any provision of Section 19 is determined to be invalid or unenforceable by reason of its duration or scope, such duration or scope, or both, shall be deemed to be reduced to a duration or scope to the extent necessary to render such provision valid and enforceable. In such event, Executive shall negotiate in good faith to provide Company with lawful and enforceable protection that is most nearly equivalent to that found to be invalid or unenforceable.

(e) Continuing Operation. Except as specifically provided in this Section 19, the termination of Executive's employment or of this Agreement shall have no effect on the continuing operation of this Section 19.

20. **Miscellaneous**.

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

(b) Section 409A.

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

(ii) To the extent that any payments or reimbursements provided to Executive under this Agreement are deemed to constitute compensation to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such payments or reimbursements shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (B) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (C) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (D) the right to reimbursement is not subject to liquidation or exchange for another benefit. If expenses are incurred in connection with litigation, any reimbursements under the Agreement shall be paid not later than the end of the calendar year following the year in which the litigation is resolved.

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

(d) Prior Employment. Executive represents and warrants that his acceptance of employment with the Company has not breached, and the performance of his duties hereunder will not breach, any duty owed by him to any prior employer or other person. Executive further represents and warrants to the Company that (i) the performance of his obligations hereunder will not violate any agreement between him and any other person, firm, organization or other entity, (ii) he is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by him entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement, and (iii) Executive's performance of his duties under this Agreement will not require him to, and he shall not, rely on in the performance of his duties or disclose to the Company or any other person or entity or induce the Company in any way to use or rely on any trade secret or other confidential or proprietary information or material belonging to any previous employer of Executive.

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

(f) Recoupment. To the extent required by applicable law or any applicable securities exchange listing standards, any amounts paid or payable under this Agreement (including, without limitation, amounts paid prior to the effectiveness of such law or listing standards) shall be subject to forfeiture, repayment or recapture to the extent required by such applicable law or listing standard.

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

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

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

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

To the Company:

Integra LifeSciences Holdings Corporation

311 Enterprise Drive

Plainsboro, New Jersey 08536

Attn: Chief Executive Officer

With a copy to:

The Company's General Counsel

To Executive: at Executive's most recent address on the records of the Company

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

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

[*Signature page follows*]

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

INTEGRA LIFESCIENCES HOLDINGS CORPORATION	EXECUTIVE
By: /s/ Stuart M. Essig	/s/ Peter J. Arduini
Its: Chief Executive Officer	Peter J. Arduini

Exhibit A

[*Form for Arduini Fully Vested Contract Stock Grant*]

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONTRACT STOCK AGREEMENT
Pursuant to
2003 EQUITY INCENTIVE PLAN

AGREEMENT, dated as of ___, 20___, by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and Peter J. Arduini (the "Executive").

WHEREAS, the Company and Executive have previously entered into that certain employment agreement dated as of [___], 2010 (the "Employment Agreement"); WHEREAS, pursuant to the Employment Agreement, the Company has agreed to grant to Executive an aggregate of [___] (___) shares of Contract Stock in the form of fully vested units (the "Units") representing the right to receive an equal number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth herein; and

WHEREAS, the grant of Units and the issuance of Common Stock hereunder is being made under the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "2003 Plan"), the terms of which are hereby incorporated by reference and made part of this Award Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement or the 2003 Plan, as applicable, unless otherwise indicated.

2. Grant of Units. Pursuant to Section [6(b)/7(a)] of the Employment Agreement, Executive is hereby granted, as of [___], deferred compensation in the form of [___] (___) fully vested Units pursuant to the terms of this Agreement and the 2003 Plan.

3. Dividend Equivalents. Executive shall be entitled to receive, with respect to all outstanding Units (as such Units may be adjusted under Section 6), dividend equivalent amounts equal to the regular quarterly cash dividend payable to holders of Common Stock (to the extent regular quarterly cash dividends are paid) as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such dividend equivalent amounts shall be aggregated on a quarterly basis while the Units are outstanding and paid to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and its corresponding regulations) (a "Separation from Service"). The dividend equivalents and any amounts that may become payable in respect thereof shall be treated separately from the Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Code Section 409A.

4. Payment of Units.

(a) The shares of Common Stock underlying the Units (the "Unit Shares") shall be paid out to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's Separation from Service.

(b) All payments of Unit Shares shall be made by the Company in the form of whole shares of Common Stock, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value (as defined in the 2003 Plan) as of the date immediately prior to such distribution.

(c) Any Unit Shares delivered shall be deposited in an account designated by Executive and maintained at a brokerage house selected by Executive. Any such Unit Shares shall be duly authorized, fully paid and non-assessable shares, listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading and, so long as the Company is required to file reports under Section 13 or 15(d) of the Securities Exchange Act of 1934, registered on a Form S-8 registration statement maintained by the Company, if registration is requested by Executive.

(d) Except as otherwise provided in this Agreement, Executive shall not be deemed to be a holder of any Common Stock pursuant to a Unit until the date of the issuance of a certificate to him for such shares and, except as otherwise provided in this Agreement, Executive shall not have any rights to dividends or any other rights of a shareholder with respect to the shares of Common Stock covered by a Unit until such shares of Common Stock have been issued to him, which issuance shall not be unreasonably delayed.

(e) The Company shall be entitled to withhold in cash, shares or deduction from other compensation payable to the Executive any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting, distribution or payment of the Units or the Unit Shares. In satisfaction of the foregoing requirement with respect to the grant, vesting, distribution or payment of the Units or Unit Shares, to the extent permitted by Section 409A of the Code, including Treas. Reg. Section 1.409A-3(j)(4)(vi), the Company shall withhold shares of Common Stock otherwise issuable upon payment of the Units having a Fair Market Value equal to the sums required to be withheld. Subject to the following sentence, the number of shares of Common Stock which shall be so withheld in order to satisfy the Executive's federal, state and local withholding tax liabilities with respect to the grant, vesting, distribution or payment of the Units or Unit Shares shall be limited to the number of shares which have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state and local tax purposes that are applicable to such supplemental taxable income. In the event that the number of shares of Common Stock having a Fair Market Value equal to the sums required to be withheld is not a whole number of shares, the number of shares so withheld shall be rounded up to the nearest whole share.

(f) Executive's right to receive payment of any amounts under this Agreement shall be an unfunded entitlement and shall be an unsecured claim against the general assets of the Company.

(g) After payment in accordance with this Section 4, the Unit Shares may not be sold, transferred or otherwise disposed of by Executive for a period of five days after receipt of such shares by Executive, except that no such restrictions shall apply in the case of a Change in Control (as defined in the Employment Agreement) or in the event that Unit Shares are sold or withheld in order to satisfy any obligations Executive may have with respect to any applicable tax withholding requirements on vesting or receipt of Unit Shares (including, without limitation, pursuant to Section 4(e) above).

5. Representations. The Company represents and warrants that this Agreement has been authorized by all necessary action of the Company, has been approved by the Board and is a valid and binding agreement of the Company enforceable against it in accordance with its terms and that the Unit Shares will be issued pursuant to and in accordance with the 2003 Plan, will be listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading, and will be validly issued, fully paid and non-assessable shares. The Company further represents and warrants that the grant of Units under this Agreement has been approved by the Company's Compensation Committee, that the 2003 Plan has and will have sufficient shares available to effect the distribution of the Unit Shares.

6. Changes in the Common Stock and Adjustment of Units.

(a) In the event the outstanding shares of the Common Stock shall be changed into an increased number of shares, through a share dividend or a split-up of shares, or into a decreased number of shares, through a combination of shares, then immediately after the record date for such change, the number of Units then subject to this Agreement shall be proportionately increased, in case of such share dividend or split-up of shares, or proportionately decreased, in case of such combination of shares. In the event the Company shall issue any of its shares of stock or other securities or property (other than Common Stock which is covered by the preceding sentence), in a reclassification of the Common Stock (including without limitation any such reclassification in connection with a consolidation or merger in which the Company is the continuing entity), the kind and number of Units subject to this Agreement immediately prior thereto shall be adjusted so that the Executive shall be entitled to receive the same kind and number of shares or other securities or property which the Executive would have owned or have been entitled to receive after the happening of any of the events described above, had he owned the shares of the Common Stock represented by the Units under this Agreement immediately prior to the happening of such event or any record date with respect thereto, which adjustment shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) In the event the Company shall distribute to all holders of the Common Stock evidences of its indebtedness or assets (including leveraged recapitalizations with special cash distributions, but excluding regular quarterly cash dividends), then in each case the number of Units thereafter subject to this Agreement shall be determined by multiplying the number of Units theretofore subject to this Agreement by a fraction, (i) the numerator of which shall be the then current market price per share of Common Stock (as determined in paragraph (c) below) on the record date for such distribution, and (ii) the denominator of which shall be the then current market price per share of the Common Stock less the then fair value (as mutually determined in good faith by the Board and the Executive) of the portion of the assets or evidences of indebtedness so distributed applicable to a share of Common Stock. Such adjustment shall be made whenever any such distribution is made, and shall become effective on the date of distribution retroactive to the record date for the determination of shareholders entitled to receive such distribution.

(c) For the purpose of any computation under paragraph (b) of this Section 6, the current market price per share of the Common Stock at any date shall be deemed to be the average of the daily Stock Prices (as defined herein) for 15 consecutive Trading Days (as defined herein) commencing 20 Trading Days before the date of such computation. "Stock Price" for each Trading Day shall be the "Fair Market Value" of the Common Stock (as defined in the 2003 Plan, as in effect on the date of this Agreement) for such Trading Day. "Trading Day" shall be each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which the Common Stock is not traded on the exchange or in the market which is the principal United States market for the Common Stock.

(d) For the purpose of this Section 6, the term "Common Stock" shall mean (i) the class of Company securities designated as the Common Stock at the date of this Agreement, or (ii) any other class of equity interest resulting from successive changes or reclassifications of such shares consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. In the event that at any time, as a result of an adjustment made pursuant to the second sentence of Section 6(a) above, the Executive shall become entitled to Units representing any shares other than the Common Stock, thereafter the number of such other shares represented by a Unit shall be subject to adjustment from time to time in a manner and on the terms as nearly equivalent as practicable to the provisions with respect to the shares contained in this Section 6, and the provisions of this Agreement with respect to the shares of Common Stock represented by the Units shall apply on like terms to any such other shares.

(e) In case of any Change in Control, consolidation of the Company, or merger of the Company with another corporation as a result of which Common Stock is converted or modified, or in case of any sale or conveyance to another corporation of the property, assets and business of the Company as an entirety or substantially as an entirety, the Company shall modify the Units so as to provide the Executive with Units reflecting the kind and amount of shares and other securities and property (or cash, as applicable) that he would have owned or have been entitled to receive immediately after the happening of such Change in Control, consolidation, merger, sale or conveyance had his Units immediately prior to such action actually been shares and, if applicable, other securities of the Company represented by those Units. The provisions of this Section 6(e) shall similarly apply to successive consolidations, mergers, sales or conveyances.

(f) If the Company distributes rights or warrants to all holders of its Common Stock entitling them to purchase shares of Common Stock at a price per share less than the current market price per share on the record date for the distribution, the Company shall distribute to Executive equivalent amounts of such rights or warrants as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such rights or warrants shall be exercisable at the same time, on the same terms and for the same price as the rights or warrants distributed to holders of the Common Stock; provided, however, that if such rights or warrants are deemed to be deferred compensation subject to the requirements of Section 409A of the Code, such rights or warrants shall be distributed to Executive in a manner that complies with such requirements.

(g) In case any event shall occur as to which the provisions of this Section 6 are not applicable but the failure to make any adjustment would not fairly protect the rights represented by the Units in accordance with the essential intent and principles of this Section 6 then, in each such case, the Company shall make an adjustment, if any, on a basis consistent with the essential intent and principles established in this Section 6, necessary to preserve, without dilution, the rights represented by the Units. The Company will promptly notify the Executive of any such proposed adjustment.

(h) Notwithstanding anything to the contrary contained herein, the provisions of Section 6 shall not apply to, and no adjustment is required to be made in respect of, any of the following: (i) the issuance of shares of Common Stock upon the exercise of any other rights, options or warrants that entitle the holder to subscribe for or purchase such shares (it being understood that the

sole adjustment pursuant to this Section 6 in respect of the issuance of shares of Common Stock upon exercise of rights, options or warrants shall be made at the time of the issuance by the Company of such rights, options or warrants, or a change in the terms thereof); (ii) the issuance of shares of Common Stock to the Company's employees, directors or consultants pursuant to bona fide benefit plans adopted by the Company's Board; (iii) the issuance of shares of Common Stock in a bona fide public offering pursuant to a firm commitment offering; (iv) the issuance of shares of Common Stock pursuant to any dividend reinvestment or similar plan adopted by the Company's Board to the extent that the applicable discount from the current market price for shares issued under such plan does not exceed 5%; and (v) the issuance of shares of Common Stock in any arm's length transaction, directly or indirectly, to any party.

(i) Notwithstanding anything in this Agreement to the contrary, in the event of a spin-off by the Company to its shareholders, Executive's participation in such spin-off with respect to the Units and the adjustment of the Units shall be determined in an appropriate and equitable manner, and it is the intention of the parties hereto that, to the extent practicable, such adjustment shall include an equity interest in the spin-off entity.

(j) In the event the parties hereto cannot agree upon an appropriate and equitable adjustment to the Units, the services of an independent investment banker mutually acceptable to Executive and the Company shall (at the sole expense of the Company) be retained to determine an appropriate and equitable adjustment, and such determination shall be binding upon the parties.

(k) Notwithstanding the foregoing, no adjustment shall be made and no action shall be taken under this Section 6 to the extent that such adjustment or action shall cause the Units to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder (to the extent applicable to the Units).

7. No Right to Employment. Nothing in this Agreement shall confer upon Executive the right to remain in employ of the Company or any subsidiary of the Company.

8. Nontransferability. This Agreement shall not be assignable or transferable by the Company (other than to successors of the Company) and this Agreement and the Units shall not be assignable or transferable by the Executive otherwise than by will or by the laws of descent and distribution, and the Units may be paid out during the lifetime of the Executive only to him. More particularly, but without limiting the generality of the foregoing, the Units may not be assigned, transferred (except as provided in the preceding sentence), pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Units contrary to the provisions of this Agreement, and any levy of any attachment or similar process upon the Units, shall be null and void and without effect.

9. Entire Agreement. This Agreement and the Employment Agreement contain all the understandings between the parties hereto pertaining to the matters referred to herein, and supersede all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. The Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. Amendment or Modification; Waiver. No provision of this Agreement may be amended, modified or waived unless such amendment or modification is agreed to in writing, signed by the Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

11. Notices. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered personally, sent by courier or telecopy or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To the Executive**:** at Executive's most recent address on the records of the Company

To the Company**:**

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536
Attention: Chairman
Facsimile: 609-275-9006

(with a copy to the Company's Chief Executive Officer and the Company's General Counsel)

Any notice delivered personally or by courier under this Section 11 shall be deemed given on the date delivered and any notice sent by telecopy or registered or certified mail, postage prepaid, return receipt requested, shall be deemed given on the date telecopied or mailed.

12. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those to which it is so determined to be

invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

13. Noncontravention. The Company represents that the Company is not prevented from entering into, or performing, this Agreement by the terms of any law, order, rule or regulation, its certificate of incorporation or by-laws, or any agreement to which it is a party.

14. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement or Executive's employment to the extent necessary for the intended preservation of such rights and obligations.

15. Successors. This Agreement shall inure to the benefit of and be binding upon each successor of the Company, and upon the Executive's beneficiaries, legal representatives or estate, as the case may be.

16. Construction. Except as would be in conflict with any specific provision herein, this Agreement is made under and subject to the provisions of the 2003 Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Agreement, all of the provisions of the 2003 Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Agreement. In the event of any such conflict, the terms of this Agreement shall govern.

17. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

18. Headings. All descriptive headings of sections and paragraphs in this Agreement are for convenience of reference only, and they form no part of this Agreement and shall not affect its interpretation.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Section 409A of the Code. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered and interpreted in accordance with Section 409A. Notwithstanding anything in the Agreement to the contrary, payment may only be made under the Agreement upon an event and in a manner permitted by Section 409A of the Code. If a payment is not made by the designated payment date under the Agreement, the payment shall be made by December 31 of the calendar year in which the designated date occurs. Any payment to be made upon a termination of employment under this Agreement may only be made upon a Separation from Service. To the extent that any provision of the Agreement would cause a conflict with the requirements of Section 409A of the Code, or would cause the administration of the Agreement to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Stock Agreement as of the date first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By:
Name:
Title:

EXECUTIVE

Peter J. Arduini

Exhibit B

[*Form for Arduini Annual Contract Stock Grant*]

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONTRACT STOCK / RESTRICTED UNITS AGREEMENT
Pursuant to
2003 EQUITY INCENTIVE PLAN

AGREEMENT, dated as of ___, 20___, by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and Peter J. Arduini (the "Executive").

WHEREAS, the Company and Executive have previously entered into that certain employment agreement dated as of [___], 2010 (the "Employment Agreement");

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "2003 Plan"), the terms of which are hereby incorporated by reference and made part of this Agreement;

WHEREAS, the 2003 Plan provides for the award of Contract Stock on the terms and conditions set forth therein; and

WHEREAS, the Committee has determined that, as an inducement to the Executive to enter into or remain in the service of the Company, it would be to the advantage and in the best interest of the Company and its stockholders to grant to Executive an aggregate of [___] (___) shares of Contract Stock under the 2003 Plan in the form of restricted units (the "Units") representing the right to receive an equal number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement or the 2003 Plan, as applicable, unless otherwise indicated.

2. Grant of Units. Executive is hereby granted, as of ___, 20___ (the "Grant Date"), deferred compensation in the form of [___] (___) Units pursuant to the terms of this Agreement and the 2003 Plan. The Executive's right to receive the shares of Common Stock underlying the Units shall be subject to forfeiture as provided in Section 4 of this Agreement.

3. Vesting.

(a) Subject to paragraph (b) and Section 4 below, the Units shall vest in cumulative installments as follows:

(i) One-third of the Units shall vest on the first anniversary of the Grant Date;
(ii) One-third of the Units shall vest on the second anniversary of the Grant Date; and
(iii) One-third of the Units shall vest on the third anniversary of the Grant Date;

(b) One hundred percent (100%) of the then outstanding Units shall vest in the event that:

(i) Executive incurs a Termination of Service (as defined below) (1) by reason of the Executive's "Disability" (as defined in Section 1 of the Employment Agreement), or (2) by reason of the Executive's death; or
(ii) a "Change in Control" (as defined in the Employment Agreement) occurs prior to the Executive's Termination of Service.

(c) For purposes of this Agreement, "Termination of Service" shall mean the time when the Executive 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. A Termination of Service shall not include a termination where the Executive 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.

4. Forfeiture of Units. Immediately upon a Termination of Service for any reason other than the Executive's death or Disability, the Executive shall forfeit any and all Units which have not vested or do not vest on or prior to such termination, and the Executive's rights in any such Units which are not so vested shall terminate, lapse and expire (including the Executive's right to receive the shares underlying such Units).

5. Dividend Equivalents. Executive shall be entitled to receive, with respect to all outstanding vested Units (as such Units may be adjusted under Section 8), dividend equivalent amounts equal to the regular quarterly cash dividend payable to holders of Common Stock (to the extent regular quarterly cash dividends are paid) as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding vested Units. Such dividend equivalent amounts shall be aggregated on a quarterly basis while the Units are outstanding and paid to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and its corresponding regulations) (a "Separation from Service"). For the avoidance of doubt, such dividend equivalent amounts shall only be paid with respect to Units that are vested as of the applicable dividend payment date, and Executive shall not be entitled to receive any dividend equivalent amounts with respect to Units that are not vested as of such dividend payment date. The dividend equivalents and any amounts that may become payable in respect thereof shall be treated separately from the Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Code Section 409A.

6. Payment of Units.

(a) The shares of Common Stock underlying Units which are then vested under Section 3(a) or 3(b) (the "Unit Shares") shall be paid out to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's Separation from Service.

(b) All payments of Unit Shares shall be made by the Company in the form of whole shares of Common Stock, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value (as defined in the 2003 Plan) as of the date immediately prior to such distribution.

(c) Any Unit Shares delivered shall be deposited in an account designated by Executive and maintained at a brokerage house selected by Executive. Any such Unit Shares shall be duly authorized, fully paid and non-assessable shares, listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading and, so long as the

Company is required to file reports under Section 13 or 15(d) of the Securities Exchange Act of 1934, registered on a Form S-8 registration statement maintained by the Company, if registration is requested by Executive.

(d) Except as otherwise provided in this Agreement, Executive shall not be deemed to be a holder of any Common Stock pursuant to a Unit until the date of the issuance of a certificate to him for such shares and, except as otherwise provided in this Agreement, Executive shall not have any rights to dividends or any other rights of a shareholder with respect to the shares of Common Stock covered by a Unit until such shares of Common Stock have been issued to him, which issuance shall not be unreasonably delayed.

(e) The Company shall be entitled to withhold in cash, shares or deduction from other compensation payable to the Executive any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting, distribution or payment of the Units or the Unit Shares. In satisfaction of the foregoing requirement with respect to the grant, vesting, distribution or payment of the Units or Unit Shares, to the extent permitted by Section 409A of the Code, including Treas. Reg. Section 1.409A-3(j)(4)(vi), the Company shall withhold shares of Common Stock otherwise issuable upon payment of the Units having a Fair Market Value equal to the sums required to be withheld. Subject to the following sentence, the number of shares of Common Stock which shall be so withheld in order to satisfy the Executive's federal, state and local withholding tax liabilities with respect to the grant, vesting, distribution or payment of the Units or Unit Shares shall be limited to the number of shares which have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state and local tax purposes that are applicable to such supplemental taxable income. In the event that the number of shares of Common Stock having a Fair Market Value equal to the sums required to be withheld is not a whole number of shares, the number of shares so withheld shall be rounded up to the nearest whole share.

(f) Executive's right to receive payment of any amounts under this Agreement shall be an unfunded entitlement and shall be an unsecured claim against the general assets of the Company.

(g) After payment in accordance with this Section 6, the Unit Shares may not be sold, transferred or otherwise disposed of by Executive for a period of five days after receipt of such shares by Executive, except that no such restrictions shall apply in the case of a Change in Control or in the event that Unit Shares are sold or withheld in order to satisfy any obligations Executive may have with respect to any applicable tax withholding requirements on vesting or receipt of Unit Shares (including, without limitation, pursuant to Section 6(e) above).

7. Representations. The Company represents and warrants that this Agreement has been authorized by all necessary action of the Company, has been approved by the Board and is a valid and binding agreement of the Company enforceable against it in accordance with its terms and that the Unit Shares will be issued pursuant to and in accordance with the 2003 Plan, will be listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading, and will be validly issued, fully paid and non-assessable shares. The Company further represents and warrants that the grant of Units under this Agreement has been approved by the Company's Compensation Committee, that the 2003 Plan has and will have sufficient shares available to effect the distribution of the Unit Shares.

8. Changes in the Common Stock and Adjustment of Units.

(a) In the event the outstanding shares of the Common Stock shall be changed into an increased number of shares, through a share dividend or a split-up of shares, or into a decreased number of shares, through a combination of shares, then immediately after the record date for such change, the number of Units then subject to this Agreement shall be proportionately increased, in case of such share dividend or split-up of shares, or proportionately decreased, in case of such combination of shares. In the event the Company shall issue any of its shares of stock or other securities or property (other than Common Stock which is covered by the preceding sentence), in a reclassification of the Common Stock (including without limitation any such reclassification in connection with a consolidation or merger in which the Company is the continuing entity), the kind and number of Units subject to this Agreement immediately prior thereto shall be adjusted so that the Executive shall be entitled to receive the same kind and number of shares or other securities or property which the Executive would have owned or have been entitled to receive after the happening of any of the events described above, had he owned the shares of the Common Stock represented by the Units under this Agreement immediately prior to the happening of such event or any record date with respect thereto, which adjustment shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) In the event the Company shall distribute to all holders of the Common Stock evidences of its indebtedness or assets (including leveraged recapitalizations with special cash distributions, but excluding regular quarterly cash dividends), then in each case the number of Units thereafter subject to this Agreement shall be determined by multiplying the number of Units theretofore subject to this Agreement by a fraction, (i) the numerator of which shall be the then current market price per share of Common Stock (as determined in paragraph (c) below) on the record date for such distribution, and (ii) the denominator of which shall be the then current market price per share of the Common Stock less the then fair value (as mutually determined in good faith by the Board and the Executive) of the portion of the assets or evidences of indebtedness so distributed applicable to a share of Common Stock. Such adjustment shall be made whenever any such distribution is made, and shall become effective on the date of distribution retroactive to the record date for the determination of shareholders entitled to receive such distribution.

(c) For the purpose of any computation under paragraph (b) of this Section 8, the current market price per share of the Common Stock at any date shall be deemed to be the average of the daily Stock Prices (as defined herein) for 15 consecutive Trading Days (as defined herein) commencing 20 Trading Days before the date of such computation. "Stock Price" for each Trading Day shall be the "Fair Market Value" of the Common Stock (as defined in the 2003 Plan, as in effect on the date of this

Agreement) for such Trading Day. "Trading Day" shall be each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which the Common Stock is not traded on the exchange or in the market which is the principal United States market for the Common Stock.

(d) For the purpose of this Section 8, the term "Common Stock" shall mean (i) the class of Company securities designated as the Common Stock at the date of this Agreement, or (ii) any other class of equity interest resulting from successive changes or reclassifications of such shares consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. In the event that at any time, as a result of an adjustment made pursuant to the second sentence of Section 8(a) above, the Executive shall become entitled to Units representing any shares other than the Common Stock, thereafter the number of such other shares represented by a Unit shall be subject to adjustment from time to time in a manner and on the terms as nearly equivalent as practicable to the provisions with respect to the shares contained in this Section 8, and the provisions of this Agreement with respect to the shares of Common Stock represented by the Units shall apply on like terms to any such other shares.

(e) In case of any Change in Control, consolidation of the Company, or merger of the Company with another corporation as a result of which Common Stock is converted or modified, or in case of any sale or conveyance to another corporation of the property, assets and business of the Company as an entirety or substantially as an entirety, the Company shall modify the Units so as to provide the Executive with Units reflecting the kind and amount of shares and other securities and property (or cash, as applicable) that he would have owned or have been entitled to receive immediately after the happening of such Change in Control, consolidation, merger, sale or conveyance had his Units immediately prior to such action actually been shares and, if applicable, other securities of the Company represented by those Units. The provisions of this Section 8(e) shall similarly apply to successive consolidations, mergers, sales or conveyances.

(f) If the Company distributes rights or warrants to all holders of its Common Stock entitling them to purchase shares of Common Stock at a price per share less than the current market price per share on the record date for the distribution, the Company shall distribute to Executive equivalent amounts of such rights or warrants as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such rights or warrants shall be exercisable at the same time, on the same terms and for the same price as the rights or warrants distributed to holders of the Common Stock; provided, however, that if such rights or warrants are deemed to be deferred compensation subject to the requirements of Section 409A of the Code, such rights or warrants shall be distributed to Executive in a manner that complies with such requirements.

(g) In case any event shall occur as to which the provisions of this Section 8 are not applicable but the failure to make any adjustment would not fairly protect the rights represented by the Units in accordance with the essential intent and principles of this Section 8 then, in each such case, the Company shall make an adjustment, if any, on a basis consistent with the essential intent and principles established in this Section 8, necessary to preserve, without dilution, the rights represented by the Units. The Company will promptly notify the Executive of any such proposed adjustment.

(h) Notwithstanding anything to the contrary contained herein, the provisions of Section 8 shall not apply to, and no adjustment is required to be made in respect of, any of the following: (i) the issuance of shares of Common Stock upon the exercise of any other rights, options or warrants that entitle the holder to subscribe for or purchase such shares (it being understood that the sole adjustment pursuant to this Section 8 in respect of the issuance of shares of Common Stock upon exercise of rights, options or warrants shall be made at the time of the issuance by the Company of such rights, options or warrants, or a change in the terms thereof); (ii) the issuance of shares of Common Stock to the Company's employees, directors or consultants pursuant to bona fide benefit plans adopted by the Company's Board; (iii) the issuance of shares of Common Stock in a bona fide public offering pursuant to a firm commitment offering; (iv) the issuance of shares of Common Stock pursuant to any dividend reinvestment or similar plan adopted by the Company's Board to the extent that the applicable discount from the current market price for shares issued under such plan does not exceed 5%; and (v) the issuance of shares of Common Stock in any arm's length transaction, directly or indirectly, to any party.

(i) Notwithstanding anything in this Agreement to the contrary, in the event of a spin-off by the Company to its shareholders, Executive's participation in such spin-off with respect to the Units and the adjustment of the Units shall be determined in an appropriate and equitable manner, and it is the intention of the parties hereto that, to the extent practicable, such adjustment shall include an equity interest in the spin-off entity.

(j) In the event the parties hereto cannot agree upon an appropriate and equitable adjustment to the Units, the services of an independent investment banker mutually acceptable to Executive and the Company shall (at the sole expense of the Company) be retained to determine an appropriate and equitable adjustment, and such determination shall be binding upon the parties.

(k) Each additional Unit which results from adjustments made pursuant to this Section 8 or the 2003 Plan shall be subject to the same terms and conditions regarding vesting and forfeiture as the underlying Unit to which such additional Unit relates.

(l) Notwithstanding the foregoing, no adjustment shall be made and no action shall be taken under this Section 8 to the extent that such adjustment or action shall cause the Units to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder (to the extent applicable to the Units).

9. No Right to Employment. Nothing in this Agreement shall confer upon Executive the right to remain in employ of the Company or any subsidiary of the Company.

10. Nontransferability. This Agreement shall not be assignable or transferable by the Company (other than to successors of the Company) and this Agreement and the Units shall not be assignable or transferable by the Executive otherwise than by will or by

the laws of descent and distribution, and the Units may be paid out during the lifetime of the Executive only to him. More particularly, but without limiting the generality of the foregoing, the Units may not be assigned, transferred (except as provided in the preceding sentence), pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Units contrary to the provisions of this Agreement, and any levy of any attachment or similar process upon the Units, shall be null and void and without effect.

11. Entire Agreement. This Agreement and the Employment Agreement contain all the understandings between the parties hereto pertaining to the matters referred to herein, and supersede all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. The Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter, basis or effect of this Agreement or otherwise.

12. Amendment or Modification; Waiver. No provision of this Agreement may be amended, modified or waived unless such amendment or modification is agreed to in writing, signed by the Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

13. Notices. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered personally, sent by courier or telecopy or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To the Executive**:** at Executive's most recent address on the records of the Company

To the Company**:**

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536
Attention: Chairman
Facsimile: 609-275-9006

(with a copy to the Company's Chief Executive Officer and the Company's General Counsel)

Any notice delivered personally or by courier under this Section 13 shall be deemed given on the date delivered and any notice sent by telecopy or registered or certified mail, postage prepaid, return receipt requested, shall be deemed given on the date telecopied or mailed.

14. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

15. Noncontravention. The Company represents that the Company is not prevented from entering into, or performing, this Agreement by the terms of any law, order, rule or regulation, its certificate of incorporation or by-laws, or any agreement to which it is a party.

16. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement or Executive's employment to the extent necessary for the intended preservation of such rights and obligations.

17. Successors. This Agreement shall inure to the benefit of and be binding upon each successor of the Company, and upon the Executive's beneficiaries, legal representatives or estate, as the case may be.

18. Construction. Except as would be in conflict with any specific provision herein, this Agreement is made under and subject to the provisions of the 2003 Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Agreement, all of the provisions of the 2003 Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Agreement. In the event of any such conflict, the terms of this Agreement shall govern.

19. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

20. Headings. All descriptive headings of sections and paragraphs in this Agreement are for convenience of reference only, and they form no part of this Agreement and shall not affect its interpretation.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Section 409A of the Code. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered and interpreted in accordance with Section 409A. Notwithstanding anything in the Agreement to the contrary, payment may only be made under the Agreement upon an event and in a manner permitted by Section 409A of the Code. If a payment is not made by the designated payment date under the Agreement, the payment shall be made by December 31 of the calendar year in which the designated date occurs. Any payment to be made upon a termination of employment under this Agreement may only be made upon a Separation from Service. To the extent that any provision of the Agreement would cause a conflict with the requirements of Section 409A of the Code, or would cause the administration of the Agreement to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Stock / Restricted Units Agreement as of the date first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By:
Name:
Title:

EXECUTIVE

Peter J. Arduini

Exhibit C

Notice of Grant of Stock Options and Option Agreement	Integra LifeSciences Holdings Corporation ID: 51-0317849 311 Enterprise Drive Plainsboro, New Jersey 08536
[NAME AND ADDRESS OF GRANTEE]	Option Number: Plan: [NAME OF PLAN] ID:

Effective [DATE OF GRANT], you have been granted a Non-Qualified Stock Option to buy ___ shares of Integra LifeSciences Holdings Corporation (the Company) stock at $[CLOSING PRICE OF COMMON STOCK ON DATE OF GRANT] per share.

The total option price of the shares granted is $___.

Shares in each period will become fully vested on the date shown.

Shares	Vest Type	Full Vest	Expiration
1/4th of SHARES	On Vest Date	ONE YEAR ANNIVERSARY OF GRANT DATE	SIX YEAR ANNIVERSARY OF GRANT DATE
3/4th of SHARES	Monthly, as set forth in the Option Agreement	FOUR YEAR ANNIVERSARY OF GRANT DATE	SIX YEAR ANNIVERSARY OF GRANT DATE

By your signature and the Company's signature below, you and the Company agree that these options are granted under and governed by the terms and conditions of the Company's Second Amended and Restated 2003 Equity Incentive Plan and the Option Agreement, all of which are attached and made a part of this document.

Integra LifeSciences Holdings Corporation	Date
Name	Date

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
2003 EQUITY INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT (together with the attached Notice of Grant of Stock Options and Option Agreement ("Notice of Grant"), the "Option Agreement") made as of the date (the "Grant Date") set forth in Notice of Grant, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and the named Key Employee of the Company, a Related Corporation, or an affiliate (the "Employee").

WHEREAS, the Company desires to afford the Employee an opportunity to purchase shares of common stock of the Company, par value $.01 per share ("Common Stock"), as hereinafter provided, in accordance with the provisions of the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "Plan")[, which can be found on Integra's Intranet at]. Requests for hardcopies of the "Plan" should be directed to [ ] at the Plainsboro, New Jersey Corporate Office.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Grant of Option**. The Company hereby grants to the Employee a non-qualified stock option (the "Option") to purchase all or any part of an aggregate of the number of shares of Common Stock as set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan.

2. **Purchase Price**. The purchase price per share of the shares of Common Stock covered by the Option shall be that set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan. It is the determination of the Company's Compensation Committee (the "Committee") that on the Grant Date the per share Option exercise price was not less than the greater of one hundred percent (100%) of the fair market value of the Common Stock, or the par value thereof.

3. **Term**. Unless earlier terminated pursuant to any provision of this Option Agreement, this Option shall expire on the date set forth in the attached Notice of Grant (the "Expiration Date"). Notwithstanding anything herein to the contrary, this Option shall not be exercisable after the Expiration Date.

4. **Exercise of Option**. This Option shall vest and become exercisable with respect to 1/4th of the shares subject hereto on the first anniversary of the Grant Date. Thereafter, this Option shall vest and become exercisable with respect to 1/36th of the remaining shares on the first business day of each following month.

Any portion of the Option that becomes exercisable in accordance with the foregoing shall remain exercisable, subject to the provisions contained in this Option Agreement, until the expiration of the term of this Option as set forth in Paragraph 3 or until other termination of the Option as set forth in this Option Agreement.

Notwithstanding anything contained herein, no portion of the Option which has not become vested and exercisable as of the Employee's termination of employment or in connection with Employee's termination of employment shall thereafter become vested or exercisable.

5. **Method of Exercising Option**. Subject to the terms and conditions of this Option Agreement, the Option may be exercised in whole or in part by written notice to the Company, at its principal office, which currently is located at 311 Enterprise Drive, Plainsboro, New Jersey 08536. Such notice shall state the election to exercise the Option, and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Employee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full Option price of such shares.

The Option price shall be paid to the Company: (i) in cash; (ii) in cash equivalent; (iii) in Common Stock of the Company, in accordance with Section 7.1(f)(ii) of the Plan (as in effect on the date of this Option Agreement); (iv) by delivering a properly executed notice of exercise of the Option, in accordance with Section 7.1(f)(iii) of the Plan (as in effect on the date of this Option Agreement); (v) in Common Stock of the Company issuable pursuant to the exercise of the Option or otherwise withheld in net settlement of the Option, in accordance with Section 7.1(f)(iv) of the Plan (as in effect on the date of this Option Agreement); or (v) by any combination of (i)-(v).

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. Such certificate(s) shall be registered in the name of the person or persons so exercising the Option (or, if the Option is exercised by the Employee and if the Employee so requests in the notice exercising the Option, shall be registered in the name of the Employee and the Employee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option is exercised by any person or persons after the legal disability or death of the Employee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that are purchased upon the exercise of the Option as provided herein shall be fully paid and not assessable by the Company.

6. **Shares to be Purchased for Investment**. Unless the Company has theretofore notified the Employee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933 and the Company has not thereafter notified the Employee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to delay the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 (or of any rules or regulations promulgated thereunder) or of any state laws or regulations. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. **Non-Transferability of Option**. This Option is not assignable or transferable, in whole or in part, by the Employee other than by will or by the laws of descent and distribution, and during the lifetime of the Employee the Option shall be exercisable only by the Employee or by his or her guardian or legal representative.

8. **Termination of Employment**. If the Employee's employment with the Company and all Related Corporations is terminated for any reason other than death or disability prior to the Expiration Date, this Option may be exercised, to the extent of

the number of shares with respect to which the Employee could have exercised it on the date of such termination of employment, or to any greater extent permitted by the Committee, by the Employee at any time prior to the earlier of:

(a) The Expiration Date; or

(b) Six (6) months after such termination of employment**.**

9. **Disability**. If the Employee incurs a disability, as defined in the Plan, during his or her employment with the Company and Related Corporations and, prior to the Expiration Date, the Employee's employment is terminated as a consequence of such disability, this Option may be exercised, to the extent of the number of shares with respect to which the Employee could have exercised it on the date of such termination of employment, or to any greater extent permitted by the Committee in its discretion, by the Employee, or in the event of the Employee's legal disability, by the Employee's legal representative, at any time prior to the earlier of:

(a) The Expiration Date; or

(b) One year after the date of such termination of employment.

10. **Death**. If the Employee dies during his or her employment with the Company and Related Corporations and prior to the Expiration Date, or if the Employee's employment is terminated for any reason (as described in Paragraphs 8 or 9 above) and the Employee dies following his or her termination of employment but prior to the earliest of the Expiration Date or the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Employee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Employee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Employee's death, at any time prior to the earlier of:

(a) The Expiration Date; or

(b) One year after the date of the Employee's death

11. **Withholding of Taxes**. The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of any Option is subject to the withholding requirements of applicable federal, state or local tax laws, the Committee, in its discretion, may permit the Employee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, to satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date of exercise of the Option (or, if later, the date on which the Employee recognizes ordinary income with respect to such exercise). An election to use shares of Common Stock to satisfy tax withholding requirements must be made in compliance with and subject to the Withholding Rules. The Committee may not withhold shares in excess of the number necessary to satisfy the minimum tax withholding requirements.

12. **Construction**. Except as would be in conflict with any specific provision herein, this Option Agreement is made under and subject to the provisions of the Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Option Agreement, all of the provisions of the Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Option Agreement. Notwithstanding the foregoing, provisions of this Option Agreement that conflict with the Plan will be given effect only to the extent they do not exceed the Committee's discretion under the Plan.

13. **Governing Law**. This Non-Qualified Stock Option Agreement shall be governed by applicable federal law and otherwise by the laws of the State of Delaware.

Exhibit 10.3

AMENDMENT 2010-1
TO THE
AMENDED AND RESTATED 2005 EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of October 12, 2010, 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, as of April 13, 2009, the Company and Executive entered into Amendment 2009-1 to the Employment Agreement ("Amendment 2009-1") to provide for a temporary reduction in base salary and change in the form of bonus for 2008 and 2009 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 November 1, 2010, the Employment Agreement shall be amended as follows:

1. Section 3 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

"3. Term of Agreement. Unless earlier terminated by Executive or the Company as provided in Section 12 hereof, the term of Executive's employment under this Agreement shall commence on the date of this Agreement and terminate on January 4, 2013 (the "Term"). Except as hereinafter provided, on January 4, 2013 and on each subsequent one-year anniversary thereof, the Term shall be automatically extended for one year unless either party shall have given to the other party written notice of termination of this Agreement at least six months prior to such anniversary. If written notice of termination is given as provided above, Executive's employment under this Agreement shall terminate on the last day of the then-current Term."

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, 2010, Executive's base salary rate is equal to $500,000 per annum. Effective as of January 1, 2011, Executive's base salary rate shall be equal to $525,000 per annum, and effective as of January 1, 2012, Executive's base salary rate shall be equal to $550,000 per annum. Executive's base salary, as determined in accordance with this Section 5 and as may be increased from time to time, is hereinafter referred to as his "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 new Subsection 8(d) is hereby added to the Employment Agreement:

"(d) On or about December 15, 2010, the Company shall grant to Executive an award in the form of restricted stock covering the number of shares of the Company's common stock equal to $3,000,000 in value based on the closing price of the Company's common stock on the grant date (the "2011 Extension Award") pursuant to the Company's Second Amended and Restated 2003 Equity Incentive Plan and the terms and conditions set forth in the Restricted Stock Agreement substantially in the form of Exhibit C hereto (the "2011 Restricted Stock Agreement"). The parties acknowledge and agree that the 2011 Extension Award consists of a signing award bonus. The 2011 Extension Award shall, subject to Executive's continued employment with the Company, vest with respect to 50% of the underlying shares on each of the first- and second-year anniversaries of the grant date, subject to the terms and conditions set forth in the 2011 Restricted Stock Agreement and the Company's Second Amended and Restated 2003 Equity Incentive Plan. The 2011 Extension Award is not intended to be in lieu of, and shall not affect Executive's rights to, any other equity compensation."

4. Subsection 12(b) is revised in its entirety to read as follows:

"(b) Termination with Salary Continuation (No Change in Control). Except as provided in subsection 12(c) in the event of a Change in Control and subject to Executive and the Company executing**,** within 30 days after the Termination Date, a

mutual release that is mutually agreeable (provided, however, that Executive shall not be required to execute such mutual release as a condition to the receipt of the payments and benefits described below unless the Company also executes such mutual release), in the event (i) Executive's employment is terminated by the Company for a reason other than death, Disability or Cause, or (ii) Executive terminates his employment for Good Reason, or (iii) Executive's employment is terminated upon the expiration of the then-current Term by reason of the Company's election not to extend the Term pursuant to a Termination Notice provided under Section 3 above, then the Company shall:

(1) pay Executive a severance amount equal to Executive's Base Salary (determined without regard to any reduction in violation of Section 5) as of his last day of active employment, plus the target bonus under Section 6; the severance amount shall be paid in a single sum on the first business day of the month following the Termination Date;

(2) pay to Executive, for the period ending on the earliest of (i) the first anniversary of the Termination Date, (ii) the date of Executive's full-time employment by another employer, (iii) Executive's death, or (iv) the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the aggregate monthly premium cost for "COBRA" family health coverage under the Company's group health plan; and

(3) pay to Executive, for the period ending on the earliest of (i) the first anniversary of the Termination Date, (ii) the date of Executive's full-time employment by another employer, or (iii) Executive's death, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the monthly premium cost that the Company would have paid on behalf of Executive to cover Executive under the Company's life and disability insurance plans if Executive's employment with the Company had not terminated."

5. Subsection 12(c) is revised in its entirety to read as follows:

"(c) Termination with Salary Continuation (Change in Control). Notwithstanding anything to the contrary set forth in subsection 12(b), and subject to Executive and the Company executing**,** within 30 days after the Termination Date, a mutual release that is mutually agreeable (provided, however, that Executive shall not be required to execute such mutual release as a condition to the receipt of the payments and benefits described below unless the Company also executes such mutual release), in the event within twelve months of a Change in Control: (i) Executive terminates his employment for Good Reason, or (ii) Executive's employment is terminated by the Company for a reason other than death, Disability or Cause, or (iii) Executive's employment is terminated upon the expiration of the then-current Term by reason of the Company's election not to extend the Term pursuant to a Termination Notice provided under Section 3 above, then the Company shall:

(1) pay Executive a severance amount equal to 2.99 times the amount that results from adding Executive's Base Salary (determined without regard to any reduction in violation of Section 5) as of his last day of active employment plus the target bonus under Section 6; the severance amount shall be paid in a single sum on the first business day of the month following the Termination Date;

(2) pay to Executive, for the period ending on the earliest of (i) the later of December 19, 2014 or December 19 of the year following the year in which the Termination Date occurs, or (ii) the Executive's death, or (iii) the earlier of (A) during the COBRA continuation period, the first month in which Executive does not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, or (B) following the expiration of the COBRA continuation period, the first month in which Executive does not provide the Company with evidence that he is receiving health insurance coverage from another insurance provider, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the aggregate monthly premium cost for "COBRA" family health coverage under the Company's group health plan; and

(3) pay to Executive, for the period ending on the earliest of (i) the later of December 19, 2014 or December 19 of the year following the year in which the Termination Date occurs, or (ii) the Executive's death, a monthly cash payment, payable on the first business day of each month that follows the Termination Date, in an amount equal to the monthly premium cost that the Company would have paid on behalf of Executive to cover Executive under the Company's life and disability insurance plans if Executive's employment with the Company had not terminated; and

(4) pay to Executive all reasonable legal fees and expenses incurred by Executive during his lifetime as a result of such termination of employment (including all fees and expenses, if any, incurred by Executive in contesting or disputing any such termination or in seeking to obtain to enforce any right or benefit provided to Executive by this Agreement whether by arbitration or otherwise). The foregoing limitation shall not preclude Executive's estate or heirs from recovering reasonable legal fees (and related expenses) in accordance with the provisions hereof in the event that Executive's estate or heirs initiate or continue any dispute or controversy arising under or in connection with this Agreement after Executive's death; provided, however, that such reasonable legal fees (and related expenses) are incurred within the six (6)-year period following the date of Executive's death. The reimbursement shall be made within ninety (90) days following the resolution of such contest or dispute (whether or not appealed), but not later than the end of the calendar year following the year in which the contest

or dispute is resolved, to the extent the Company receives reasonable written evidence of such fees and expenses."

6. Subsection 12(f)) is hereby deleted in its entirety.

7. The second full sentence of Section 15 is revised in its entirety to read as follows:

"In addition, the Company shall pay to Executive's spouse and eligible dependents for the period ending on the earlier of (i) the first anniversary of Executive's death, or (ii) the first month in which Executive's spouse and/or eligible dependents do not pay to the Company the applicable monthly premium for COBRA insurance coverage under the Company's group health plan, a monthly cash payment that is equal to the aggregate monthly premium cost for "COBRA" family health coverage under the Company's group health plan."

8. In all respects not modified by this Amendment 2010-1, the Employment Agreement, Amendment 2008-1, Amendment 2008-2 and Amendment 2009-1 are hereby ratified and confirmed.

[*Signature page follows*]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2010-1, 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 C

Form of Restricted Stock Agreement for Mr. Henneman
Annual Vesting Over Two Years

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement")**,** dated as of December 15, 2010 (the "Award Date"), is made by and between Integra LifeSciences Holdings Corporation**,** a Delaware corporation (the "Company"), and John B. Henneman, III, 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 Second Amended and Restated Equity Incentive Plan (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.

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.

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

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.

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

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.

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.

1.7 Vesting Date. "Vesting Date" shall mean each of the first- and second-year anniversary dates of the Award Date.

ARTICLE II
ISSUANCE OF RESTRICTED STOCK

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.

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.

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

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).

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. For the avoidance of doubt, in the event that a Termination of Service occurs on a Vesting Date as a result of the expiration of the term of the Participant's employment with the Company, the shares of Restricted Stock scheduled to vest on such Vesting Date shall, as of such date, vest and become Vested Shares and the Restrictions thereon shall lapse. 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.

3.3 **Lapse of Restriction**s. One-half 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 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

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.

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.

4.3 **Tax Withholding.** On each Vesting Date, the Company shall inform 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 such Vesting Date, not in excess of the minimum of tax required to be withheld by law.

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.

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.

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.

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.

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 _____
John B. Henneman, III	Name:
c/o Integra LifeSciences Corporation	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: ___, ___

___

Name:

[*Form for Arduini Fully Vested Contract Stock Grant*]

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONTRACT STOCK AGREEMENT
Pursuant to
2003 EQUITY INCENTIVE PLAN

AGREEMENT, dated as of ___, 20___, by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and Peter J. Arduini (the "Executive").

WHEREAS, the Company and Executive have previously entered into that certain employment agreement dated as of [___], 2010 (the "Employment Agreement"); WHEREAS, pursuant to the Employment Agreement, the Company has agreed to grant to Executive an aggregate of [___] (___) shares of Contract Stock in the form of fully vested units (the "Units") representing the right to receive an equal number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth herein; and

WHEREAS, the grant of Units and the issuance of Common Stock hereunder is being made under the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "2003 Plan"), the terms of which are hereby incorporated by reference and made part of this Award Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement or the 2003 Plan, as applicable, unless otherwise indicated.

2. Grant of Units. Pursuant to Section [6(b)/7(a)] of the Employment Agreement, Executive is hereby granted, as of [___], deferred compensation in the form of [___] (___) fully vested Units pursuant to the terms of this Agreement and the 2003 Plan.

3. Dividend Equivalents. Executive shall be entitled to receive, with respect to all outstanding Units (as such Units may be adjusted under Section 6), dividend equivalent amounts equal to the regular quarterly cash dividend payable to holders of Common Stock (to the extent regular quarterly cash dividends are paid) as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such dividend equivalent amounts shall be aggregated on a quarterly basis while the Units are outstanding and paid to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and its corresponding regulations) (a "Separation from Service"). The dividend equivalents and any amounts that may become payable in respect thereof shall be treated separately from the Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Code Section 409A.

4. Payment of Units.

(a) The shares of Common Stock underlying the Units (the "Unit Shares") shall be paid out to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's Separation from Service.

(b) All payments of Unit Shares shall be made by the Company in the form of whole shares of Common Stock, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value (as defined in the 2003 Plan) as of the date immediately prior to such distribution.

(c) Any Unit Shares delivered shall be deposited in an account designated by Executive and maintained at a brokerage house selected by Executive. Any such Unit Shares shall be duly authorized, fully paid and non-assessable shares, listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading and, so long as the Company is required to file reports under Section 13 or 15(d) of the Securities Exchange Act of 1934, registered on a Form S-8 registration statement maintained by the Company, if registration is requested by Executive.

(d) Except as otherwise provided in this Agreement, Executive shall not be deemed to be a holder of any Common Stock pursuant to a Unit until the date of the issuance of a certificate to him for such shares and, except as otherwise provided in this Agreement, Executive shall not have any rights to dividends or any other rights of a shareholder with respect to the shares of Common Stock covered by a Unit until such shares of Common Stock have been issued to him, which issuance shall not be unreasonably delayed.

(e) The Company shall be entitled to withhold in cash, shares or deduction from other compensation payable to the Executive any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting, distribution or payment of the Units or the Unit Shares. In satisfaction of the foregoing requirement with respect to the grant, vesting, distribution or payment of the Units or Unit Shares, to the extent permitted by Section 409A of the Code, including Treas. Reg.

Section 1.409A-3(j)(4)(vi), the Company shall withhold shares of Common Stock otherwise issuable upon payment of the Units having a Fair Market Value equal to the sums required to be withheld. Subject to the following sentence, the number of shares of Common Stock which shall be so withheld in order to satisfy the Executive's federal, state and local withholding tax liabilities with respect to the grant, vesting, distribution or payment of the Units or Unit Shares shall be limited to the number of shares which have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state and local tax purposes that are applicable to such supplemental taxable income. In the event that the number of shares of Common Stock having a Fair Market Value equal to the sums required to be withheld is not a whole number of shares, the number of shares so withheld shall be rounded up to the nearest whole share.

(f) Executive's right to receive payment of any amounts under this Agreement shall be an unfunded entitlement and shall be an unsecured claim against the general assets of the Company.

(g) After payment in accordance with this Section 4, the Unit Shares may not be sold, transferred or otherwise disposed of by Executive for a period of five days after receipt of such shares by Executive, except that no such restrictions shall apply in the case of a Change in Control (as defined in the Employment Agreement) or in the event that Unit Shares are sold or withheld in order to satisfy any obligations Executive may have with respect to any applicable tax withholding requirements on vesting or receipt of Unit Shares (including, without limitation, pursuant to Section 4(e) above).

5. Representations. The Company represents and warrants that this Agreement has been authorized by all necessary action of the Company, has been approved by the Board and is a valid and binding agreement of the Company enforceable against it in accordance with its terms and that the Unit Shares will be issued pursuant to and in accordance with the 2003 Plan, will be listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading, and will be validly issued, fully paid and non-assessable shares. The Company further represents and warrants that the grant of Units under this Agreement has been approved by the Company's Compensation Committee, that the 2003 Plan has and will have sufficient shares available to effect the distribution of the Unit Shares.

6. Changes in the Common Stock and Adjustment of Units.

(a) In the event the outstanding shares of the Common Stock shall be changed into an increased number of shares, through a share dividend or a split-up of shares, or into a decreased number of shares, through a combination of shares, then immediately after the record date for such change, the number of Units then subject to this Agreement shall be proportionately increased, in case of such share dividend or split-up of shares, or proportionately decreased, in case of such combination of shares. In the event the Company shall issue any of its shares of stock or other securities or property (other than Common Stock which is covered by the preceding sentence), in a reclassification of the Common Stock (including without limitation any such reclassification in connection with a consolidation or merger in which the Company is the continuing entity), the kind and number of Units subject to this Agreement immediately prior thereto shall be adjusted so that the Executive shall be entitled to receive the same kind and number of shares or other securities or property which the Executive would have owned or have been entitled to receive after the happening of any of the events described above, had he owned the shares of the Common Stock represented by the Units under this Agreement immediately prior to the happening of such event or any record date with respect thereto, which adjustment shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) In the event the Company shall distribute to all holders of the Common Stock evidences of its indebtedness or assets (including leveraged recapitalizations with special cash distributions, but excluding regular quarterly cash dividends), then in each case the number of Units thereafter subject to this Agreement shall be determined by multiplying the number of Units theretofore subject to this Agreement by a fraction, (i) the numerator of which shall be the then current market price per share of Common Stock (as determined in paragraph (c) below) on the record date for such distribution, and (ii) the denominator of which shall be the then current market price per share of the Common Stock less the then fair value (as mutually determined in good faith by the Board and the Executive) of the portion of the assets or evidences of indebtedness so distributed applicable to a share of Common Stock. Such adjustment shall be made whenever any such distribution is made, and shall become effective on the date of distribution retroactive to the record date for the determination of shareholders entitled to receive such distribution.

(c) For the purpose of any computation under paragraph (b) of this Section 6, the current market price per share of the Common Stock at any date shall be deemed to be the average of the daily Stock Prices (as defined herein) for 15 consecutive Trading Days (as defined herein) commencing 20 Trading Days before the date of such computation. "Stock Price" for each Trading Day shall be the "Fair Market Value" of the Common Stock (as defined in the 2003 Plan, as in effect on the date of this Agreement) for such Trading Day. "Trading Day" shall be each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which the Common Stock is not traded on the exchange or in the market which is the principal United States market for the Common Stock.

(d) For the purpose of this Section 6, the term "Common Stock" shall mean (i) the class of Company securities designated as the Common Stock at the date of this Agreement, or (ii) any other class of equity interest resulting from successive changes or reclassifications of such shares consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. In the event that at any time, as a result of an adjustment made pursuant to the second sentence of Section 6(a) above, the Executive shall become entitled to Units representing any shares other than the Common Stock, thereafter the number of such other shares represented by a Unit shall be subject to adjustment from time to time in a manner and on the terms as nearly equivalent as practicable to the provisions with respect to the shares contained in this Section 6, and the provisions of this Agreement with respect to the shares of Common Stock represented by the Units shall apply on like terms to any such other shares.

(e) In case of any Change in Control, consolidation of the Company, or merger of the Company with another corporation as a result of which Common Stock is converted or modified, or in case of any sale or conveyance to another corporation of the property, assets and business of the Company as an entirety or substantially as an entirety, the Company shall modify the Units so as to provide the Executive with Units reflecting the kind and amount of shares and other securities and property (or cash, as applicable) that he would have owned or have been entitled to receive immediately after the happening of such Change in Control, consolidation, merger, sale or conveyance had his Units immediately prior to such action actually been shares and, if applicable, other securities of the Company represented by those Units. The provisions of this Section 6(e) shall similarly apply to successive consolidations, mergers, sales or conveyances.

(f) If the Company distributes rights or warrants to all holders of its Common Stock entitling them to purchase shares of Common Stock at a price per share less than the current market price per share on the record date for the distribution, the Company shall distribute to Executive equivalent amounts of such rights or warrants as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such rights or warrants shall be exercisable at the same time, on the same terms and for the same price as the rights or warrants distributed to holders of the Common Stock; provided, however, that if such rights or warrants are deemed to be deferred compensation subject to the requirements of Section 409A of the Code, such rights or warrants shall be distributed to Executive in a manner that complies with such requirements.

(g) In case any event shall occur as to which the provisions of this Section 6 are not applicable but the failure to make any adjustment would not fairly protect the rights represented by the Units in accordance with the essential intent and principles of this Section 6 then, in each such case, the Company shall make an adjustment, if any, on a basis consistent with the essential intent and principles established in this Section 6, necessary to preserve, without dilution, the rights represented by the Units. The Company will promptly notify the Executive of any such proposed adjustment.

(h) Notwithstanding anything to the contrary contained herein, the provisions of Section 6 shall not apply to, and no adjustment is required to be made in respect of, any of the following: (i) the issuance of shares of Common Stock upon the exercise of any other rights, options or warrants that entitle the holder to subscribe for or purchase such shares (it being understood that the sole adjustment pursuant to this Section 6 in respect of the issuance of shares of Common Stock upon exercise of rights, options or warrants shall be made at the time of the issuance by the Company of such rights, options or warrants, or a change in the terms thereof); (ii) the issuance of shares of Common Stock to the Company's employees, directors or consultants pursuant to bona fide benefit plans adopted by the Company's Board; (iii) the issuance of shares of Common Stock in a bona fide public offering pursuant to a firm commitment offering; (iv) the issuance of shares of Common Stock pursuant to any dividend reinvestment or similar plan adopted by the Company's Board to the extent that the applicable discount from the current market price for shares issued under such plan does not exceed 5%; and (v) the issuance of shares of Common Stock in any arm's length transaction, directly or indirectly, to any party.

(i) Notwithstanding anything in this Agreement to the contrary, in the event of a spin-off by the Company to its shareholders, Executive's participation in such spin-off with respect to the Units and the adjustment of the Units shall be determined in an appropriate and equitable manner, and it is the intention of the parties hereto that, to the extent practicable, such adjustment shall include an equity interest in the spin-off entity.

(j) In the event the parties hereto cannot agree upon an appropriate and equitable adjustment to the Units, the services of an independent investment banker mutually acceptable to Executive and the Company shall (at the sole expense of the Company) be retained to determine an appropriate and equitable adjustment, and such determination shall be binding upon the parties.

(k) Notwithstanding the foregoing, no adjustment shall be made and no action shall be taken under this Section 6 to the extent that such adjustment or action shall cause the Units to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder (to the extent applicable to the Units).

7. No Right to Employment. Nothing in this Agreement shall confer upon Executive the right to remain in employ of the Company or any subsidiary of the Company.

8. Nontransferability. This Agreement shall not be assignable or transferable by the Company (other than to successors of the Company) and this Agreement and the Units shall not be assignable or transferable by the Executive otherwise than by will or by the laws of descent and distribution, and the Units may be paid out during the lifetime of the Executive only to him. More particularly, but without limiting the generality of the foregoing, the Units may not be assigned, transferred (except as provided in the preceding sentence), pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Units contrary to the provisions of this Agreement, and any levy of any attachment or similar process upon the Units, shall be null and void and without effect.

9. Entire Agreement. This Agreement and the Employment Agreement contain all the understandings between the parties hereto pertaining to the matters referred to herein, and supersede all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. The Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. Amendment or Modification; Waiver. No provision of this Agreement may be amended, modified or waived unless such amendment or modification is agreed to in writing, signed by the Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. No waiver by any party hereto of any breach by another

party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

11. Notices. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered personally, sent by courier or telecopy or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To the Executive**:** at Executive's most recent address on the records of the Company

To the Company**:**

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536
Attention: Chairman
Facsimile: 609-275-9006

(with a copy to the Company's Chief Executive Officer and the Company's General Counsel)

Any notice delivered personally or by courier under this Section 11 shall be deemed given on the date delivered and any notice sent by telecopy or registered or certified mail, postage prepaid, return receipt requested, shall be deemed given on the date telecopied or mailed.

12. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

13. Noncontravention. The Company represents that the Company is not prevented from entering into, or performing, this Agreement by the terms of any law, order, rule or regulation, its certificate of incorporation or by-laws, or any agreement to which it is a party.

14. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement or Executive's employment to the extent necessary for the intended preservation of such rights and obligations.

15. Successors. This Agreement shall inure to the benefit of and be binding upon each successor of the Company, and upon the Executive's beneficiaries, legal representatives or estate, as the case may be.

16. Construction. Except as would be in conflict with any specific provision herein, this Agreement is made under and subject to the provisions of the 2003 Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Agreement, all of the provisions of the 2003 Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Agreement. In the event of any such conflict, the terms of this Agreement shall govern.

17. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

18. Headings. All descriptive headings of sections and paragraphs in this Agreement are for convenience of reference only, and they form no part of this Agreement and shall not affect its interpretation.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Section 409A of the Code. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered and interpreted in accordance with Section 409A. Notwithstanding anything in the Agreement to the contrary, payment may only be made under the Agreement upon an event and in a manner permitted by Section 409A of the Code. If a payment is not made by the designated payment date under the Agreement, the payment shall be made by December 31 of the calendar year in which the designated date occurs. Any payment to be made upon a termination of employment under this Agreement may only be made upon a Separation from Service. To the extent that any provision of the Agreement would cause a conflict with the requirements of Section 409A of the Code, or would cause the administration of the Agreement to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Stock Agreement as of the date first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By:
Name:

Title:

EXECUTIVE

Peter J. Arduini

[*Form for Arduini Annual Contract Stock Grant*]

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
CONTRACT STOCK / RESTRICTED UNITS AGREEMENT
Pursuant to
2003 EQUITY INCENTIVE PLAN

AGREEMENT, dated as of ___, 20___, by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and Peter J. Arduini (the "Executive").

WHEREAS, the Company and Executive have previously entered into that certain employment agreement dated as of [___], 2010 (the "Employment Agreement");

WHEREAS, the Company maintains the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "2003 Plan"), the terms of which are hereby incorporated by reference and made part of this Agreement;

WHEREAS, the 2003 Plan provides for the award of Contract Stock on the terms and conditions set forth therein; and

WHEREAS, the Committee has determined that, as an inducement to the Executive to enter into or remain in the service of the Company, it would be to the advantage and in the best interest of the Company and its stockholders to grant to Executive an aggregate of [___] (___) shares of Contract Stock under the 2003 Plan in the form of restricted units (the "Units") representing the right to receive an equal number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Employment Agreement or the 2003 Plan, as applicable, unless otherwise indicated.

2. Grant of Units. Executive is hereby granted, as of ___, 20___ (the "Grant Date"), deferred compensation in the form of [___] (___) Units pursuant to the terms of this Agreement and the 2003 Plan. The Executive's right to receive the shares of Common Stock underlying the Units shall be subject to forfeiture as provided in Section 4 of this Agreement.

3. Vesting.

(a) Subject to paragraph (b) and Section 4 below, the Units shall vest in cumulative installments as follows:

(i) One-third of the Units shall vest on the first anniversary of the Grant Date;

(ii) One-third of the Units shall vest on the second anniversary of the Grant Date; and

(iii) One-third of the Units shall vest on the third anniversary of the Grant Date;

(b) One hundred percent (100%) of the then outstanding Units shall vest in the event that:

(i) Executive incurs a Termination of Service (as defined below) (1) by reason of the Executive's "Disability" (as defined in Section 1 of the Employment Agreement), or (2) by reason of the Executive's death; or

(ii) a "Change in Control" (as defined in the Employment Agreement) occurs prior to the Executive's Termination of Service.

(c) For purposes of this Agreement, "Termination of Service" shall mean the time when the Executive 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. A Termination of Service shall not include a termination where the Executive 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.

4. Forfeiture of Units. Immediately upon a Termination of Service for any reason other than the Executive's death or Disability, the Executive shall forfeit any and all Units which have not vested or do not vest on or prior to such termination, and the Executive's rights in any such Units which are not so vested shall terminate, lapse and expire (including the Executive's right to receive the shares underlying such Units).

5. Dividend Equivalents. Executive shall be entitled to receive, with respect to all outstanding vested Units (as such Units may be adjusted under Section 8), dividend equivalent amounts equal to the regular quarterly cash dividend payable to holders of Common Stock (to the extent regular quarterly cash dividends are paid) as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding vested Units. Such dividend equivalent amounts shall be

aggregated on a quarterly basis while the Units are outstanding and paid to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and its corresponding regulations) (a "Separation from Service"). For the avoidance of doubt, such dividend equivalent amounts shall only be paid with respect to Units that are vested as of the applicable dividend payment date, and Executive shall not be entitled to receive any dividend equivalent amounts with respect to Units that are not vested as of such dividend payment date. The dividend equivalents and any amounts that may become payable in respect thereof shall be treated separately from the Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Code Section 409A.

6. Payment of Units.

(a) The shares of Common Stock underlying Units which are then vested under Section 3(a) or 3(b) (the "Unit Shares") shall be paid out to Executive within thirty (30) days following the first business day that occurs immediately following the 6-month period after the date of Executive's Separation from Service.

(b) All payments of Unit Shares shall be made by the Company in the form of whole shares of Common Stock, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value (as defined in the 2003 Plan) as of the date immediately prior to such distribution.

(c) Any Unit Shares delivered shall be deposited in an account designated by Executive and maintained at a brokerage house selected by Executive. Any such Unit Shares shall be duly authorized, fully paid and non-assessable shares, listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading and, so long as the Company is required to file reports under Section 13 or 15(d) of the Securities Exchange Act of 1934, registered on a Form S-8 registration statement maintained by the Company, if registration is requested by Executive.

(d) Except as otherwise provided in this Agreement, Executive shall not be deemed to be a holder of any Common Stock pursuant to a Unit until the date of the issuance of a certificate to him for such shares and, except as otherwise provided in this Agreement, Executive shall not have any rights to dividends or any other rights of a shareholder with respect to the shares of Common Stock covered by a Unit until such shares of Common Stock have been issued to him, which issuance shall not be unreasonably delayed.

(e) The Company shall be entitled to withhold in cash, shares or deduction from other compensation payable to the Executive any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting, distribution or payment of the Units or the Unit Shares. In satisfaction of the foregoing requirement with respect to the grant, vesting, distribution or payment of the Units or Unit Shares, to the extent permitted by Section 409A of the Code, including Treas. Reg. Section 1.409A-3(j)(4)(vi), the Company shall withhold shares of Common Stock otherwise issuable upon payment of the Units having a Fair Market Value equal to the sums required to be withheld. Subject to the following sentence, the number of shares of Common Stock which shall be so withheld in order to satisfy the Executive's federal, state and local withholding tax liabilities with respect to the grant, vesting, distribution or payment of the Units or Unit Shares shall be limited to the number of shares which have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state and local tax purposes that are applicable to such supplemental taxable income. In the event that the number of shares of Common Stock having a Fair Market Value equal to the sums required to be withheld is not a whole number of shares, the number of shares so withheld shall be rounded up to the nearest whole share.

(f) Executive's right to receive payment of any amounts under this Agreement shall be an unfunded entitlement and shall be an unsecured claim against the general assets of the Company.

(g) After payment in accordance with this Section 6, the Unit Shares may not be sold, transferred or otherwise disposed of by Executive for a period of five days after receipt of such shares by Executive, except that no such restrictions shall apply in the case of a Change in Control or in the event that Unit Shares are sold or withheld in order to satisfy any obligations Executive may have with respect to any applicable tax withholding requirements on vesting or receipt of Unit Shares (including, without limitation, pursuant to Section 6(e) above).

7. Representations. The Company represents and warrants that this Agreement has been authorized by all necessary action of the Company, has been approved by the Board and is a valid and binding agreement of the Company enforceable against it in accordance with its terms and that the Unit Shares will be issued pursuant to and in accordance with the 2003 Plan, will be listed with NASDAQ or the principal United States securities exchange on which the Common Stock is admitted to trading, and will be validly issued, fully paid and non-assessable shares. The Company further represents and warrants that the grant of Units under this Agreement has been approved by the Company's Compensation Committee, that the 2003 Plan has and will have sufficient shares available to effect the distribution of the Unit Shares.

8. Changes in the Common Stock and Adjustment of Units.

(a) In the event the outstanding shares of the Common Stock shall be changed into an increased number of shares, through a share dividend or a split-up of shares, or into a decreased number of shares, through a combination of shares, then immediately after the record date for such change, the number of Units then subject to this Agreement shall be proportionately increased, in case of such share dividend or split-up of shares, or proportionately decreased, in case of such combination of shares. In the event the Company shall issue any of its shares of stock or other securities or property (other than Common Stock which is covered by the preceding sentence), in a reclassification of the Common Stock (including without limitation any such

reclassification in connection with a consolidation or merger in which the Company is the continuing entity), the kind and number of Units subject to this Agreement immediately prior thereto shall be adjusted so that the Executive shall be entitled to receive the same kind and number of shares or other securities or property which the Executive would have owned or have been entitled to receive after the happening of any of the events described above, had he owned the shares of the Common Stock represented by the Units under this Agreement immediately prior to the happening of such event or any record date with respect thereto, which adjustment shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) In the event the Company shall distribute to all holders of the Common Stock evidences of its indebtedness or assets (including leveraged recapitalizations with special cash distributions, but excluding regular quarterly cash dividends), then in each case the number of Units thereafter subject to this Agreement shall be determined by multiplying the number of Units theretofore subject to this Agreement by a fraction, (i) the numerator of which shall be the then current market price per share of Common Stock (as determined in paragraph (c) below) on the record date for such distribution, and (ii) the denominator of which shall be the then current market price per share of the Common Stock less the then fair value (as mutually determined in good faith by the Board and the Executive) of the portion of the assets or evidences of indebtedness so distributed applicable to a share of Common Stock. Such adjustment shall be made whenever any such distribution is made, and shall become effective on the date of distribution retroactive to the record date for the determination of shareholders entitled to receive such distribution.

(c) For the purpose of any computation under paragraph (b) of this Section 8, the current market price per share of the Common Stock at any date shall be deemed to be the average of the daily Stock Prices (as defined herein) for 15 consecutive Trading Days (as defined herein) commencing 20 Trading Days before the date of such computation. "Stock Price" for each Trading Day shall be the "Fair Market Value" of the Common Stock (as defined in the 2003 Plan, as in effect on the date of this Agreement) for such Trading Day. "Trading Day" shall be each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which the Common Stock is not traded on the exchange or in the market which is the principal United States market for the Common Stock.

(d) For the purpose of this Section 8, the term "Common Stock" shall mean (i) the class of Company securities designated as the Common Stock at the date of this Agreement, or (ii) any other class of equity interest resulting from successive changes or reclassifications of such shares consisting solely of changes in par value, or from par value to no par value, or from no par value to par value. In the event that at any time, as a result of an adjustment made pursuant to the second sentence of Section 8(a) above, the Executive shall become entitled to Units representing any shares other than the Common Stock, thereafter the number of such other shares represented by a Unit shall be subject to adjustment from time to time in a manner and on the terms as nearly equivalent as practicable to the provisions with respect to the shares contained in this Section 8, and the provisions of this Agreement with respect to the shares of Common Stock represented by the Units shall apply on like terms to any such other shares.

(e) In case of any Change in Control, consolidation of the Company, or merger of the Company with another corporation as a result of which Common Stock is converted or modified, or in case of any sale or conveyance to another corporation of the property, assets and business of the Company as an entirety or substantially as an entirety, the Company shall modify the Units so as to provide the Executive with Units reflecting the kind and amount of shares and other securities and property (or cash, as applicable) that he would have owned or have been entitled to receive immediately after the happening of such Change in Control, consolidation, merger, sale or conveyance had his Units immediately prior to such action actually been shares and, if applicable, other securities of the Company represented by those Units. The provisions of this Section 8(e) shall similarly apply to successive consolidations, mergers, sales or conveyances.

(f) If the Company distributes rights or warrants to all holders of its Common Stock entitling them to purchase shares of Common Stock at a price per share less than the current market price per share on the record date for the distribution, the Company shall distribute to Executive equivalent amounts of such rights or warrants as if Executive were an actual shareholder with respect to the number of shares of Common Stock equal to his outstanding Units. Such rights or warrants shall be exercisable at the same time, on the same terms and for the same price as the rights or warrants distributed to holders of the Common Stock; provided, however, that if such rights or warrants are deemed to be deferred compensation subject to the requirements of Section 409A of the Code, such rights or warrants shall be distributed to Executive in a manner that complies with such requirements.

(g) In case any event shall occur as to which the provisions of this Section 8 are not applicable but the failure to make any adjustment would not fairly protect the rights represented by the Units in accordance with the essential intent and principles of this Section 8 then, in each such case, the Company shall make an adjustment, if any, on a basis consistent with the essential intent and principles established in this Section 8, necessary to preserve, without dilution, the rights represented by the Units. The Company will promptly notify the Executive of any such proposed adjustment.

(h) Notwithstanding anything to the contrary contained herein, the provisions of Section 8 shall not apply to, and no adjustment is required to be made in respect of, any of the following: (i) the issuance of shares of Common Stock upon the exercise of any other rights, options or warrants that entitle the holder to subscribe for or purchase such shares (it being understood that the sole adjustment pursuant to this Section 8 in respect of the issuance of shares of Common Stock upon exercise of rights, options or warrants shall be made at the time of the issuance by the Company of such rights, options or warrants, or a change in the terms thereof); (ii) the issuance of shares of Common Stock to the Company's employees, directors or consultants pursuant to bona fide benefit plans adopted by the Company's Board; (iii) the issuance of shares of Common Stock in a bona fide public offering pursuant to a firm commitment offering; (iv) the issuance of shares of Common Stock pursuant to any dividend reinvestment or similar plan adopted by the Company's Board to the extent that the applicable discount from the current market price for shares

issued under such plan does not exceed 5%; and (v) the issuance of shares of Common Stock in any arm's length transaction, directly or indirectly, to any party.

(i) Notwithstanding anything in this Agreement to the contrary, in the event of a spin-off by the Company to its shareholders, Executive's participation in such spin-off with respect to the Units and the adjustment of the Units shall be determined in an appropriate and equitable manner, and it is the intention of the parties hereto that, to the extent practicable, such adjustment shall include an equity interest in the spin-off entity.

(j) In the event the parties hereto cannot agree upon an appropriate and equitable adjustment to the Units, the services of an independent investment banker mutually acceptable to Executive and the Company shall (at the sole expense of the Company) be retained to determine an appropriate and equitable adjustment, and such determination shall be binding upon the parties.

(k) Each additional Unit which results from adjustments made pursuant to this Section 8 or the 2003 Plan shall be subject to the same terms and conditions regarding vesting and forfeiture as the underlying Unit to which such additional Unit relates.

(l) Notwithstanding the foregoing, no adjustment shall be made and no action shall be taken under this Section 8 to the extent that such adjustment or action shall cause the Units to fail to comply with Section 409A of the Code or the Treasury Regulations thereunder (to the extent applicable to the Units).

9. No Right to Employment. Nothing in this Agreement shall confer upon Executive the right to remain in employ of the Company or any subsidiary of the Company.

10. Nontransferability. This Agreement shall not be assignable or transferable by the Company (other than to successors of the Company) and this Agreement and the Units shall not be assignable or transferable by the Executive otherwise than by will or by the laws of descent and distribution, and the Units may be paid out during the lifetime of the Executive only to him. More particularly, but without limiting the generality of the foregoing, the Units may not be assigned, transferred (except as provided in the preceding sentence), pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Units contrary to the provisions of this Agreement, and any levy of any attachment or similar process upon the Units, shall be null and void and without effect.

11. Entire Agreement. This Agreement and the Employment Agreement contain all the understandings between the parties hereto pertaining to the matters referred to herein, and supersede all undertakings and agreements, whether oral or in writing, previously entered into by them with respect thereto. The Executive represents that, in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the Company with regard to the subject matter, basis or effect of this Agreement or otherwise.

12. Amendment or Modification; Waiver. No provision of this Agreement may be amended, modified or waived unless such amendment or modification is agreed to in writing, signed by the Executive and by a duly authorized officer of the Company, and such waiver is set forth in writing and signed by the party to be charged. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

13. Notices. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered personally, sent by courier or telecopy or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice of hereunder in writing:

To the Executive**:** at Executive's most recent address on the records of the Company

To the Company**:**

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536
Attention: Chairman
Facsimile: 609-275-9006

(with a copy to the Company's Chief Executive Officer and the Company's General Counsel)

Any notice delivered personally or by courier under this Section 13 shall be deemed given on the date delivered and any notice sent by telecopy or registered or certified mail, postage prepaid, return receipt requested, shall be deemed given on the date telecopied or mailed.

14. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

15. Noncontravention. The Company represents that the Company is not prevented from entering into, or performing, this Agreement by the terms of any law, order, rule or regulation, its certificate of incorporation or by-laws, or any agreement to which it is a party.

16. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement or Executive's employment to the extent necessary for the intended preservation of such rights and obligations.

17. Successors. This Agreement shall inure to the benefit of and be binding upon each successor of the Company, and upon the Executive's beneficiaries, legal representatives or estate, as the case may be.

18. Construction. Except as would be in conflict with any specific provision herein, this Agreement is made under and subject to the provisions of the 2003 Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Agreement, all of the provisions of the 2003 Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Agreement. In the event of any such conflict, the terms of this Agreement shall govern.

19. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

20. Headings. All descriptive headings of sections and paragraphs in this Agreement are for convenience of reference only, and they form no part of this Agreement and shall not affect its interpretation.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Section 409A of the Code. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall in all respects be administered and interpreted in accordance with Section 409A. Notwithstanding anything in the Agreement to the contrary, payment may only be made under the Agreement upon an event and in a manner permitted by Section 409A of the Code. If a payment is not made by the designated payment date under the Agreement, the payment shall be made by December 31 of the calendar year in which the designated date occurs. Any payment to be made upon a termination of employment under this Agreement may only be made upon a Separation from Service. To the extent that any provision of the Agreement would cause a conflict with the requirements of Section 409A of the Code, or would cause the administration of the Agreement to fail to satisfy the requirements of Section 409A, such provision shall be deemed null and void to the extent permitted by applicable law.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Stock / Restricted Units Agreement as of the date first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By:
Name:
Title:

EXECUTIVE

Peter J. Arduini

Notice of Grant of Stock Options and Option Agreement

Integra LifeSciences Holdings Corporation
ID: 51-0317849
311 Enterprise Drive
Plainsboro, New Jersey 08536

[NAME AND ADDRESS OF GRANTEE]

Option Number:
Plan: [NAME OF PLAN]
ID:

Effective [DATE OF GRANT], you have been granted a Non-Qualified Stock Option to buy ___ shares of Integra LifeSciences Holdings Corporation (the Company) stock at $[CLOSING PRICE OF COMMON STOCK ON DATE OF GRANT] per share.

The total option price of the shares granted is $___.

Shares in each period will become fully vested on the date shown.

Shares	Vest Type	Full Vest	Expiration
1/4th of SHARES	On Vest Date	ONE YEAR ANNIVERSARY OF GRANT DATE	SIX YEAR ANNIVERSARY OF GRANT DATE
3/4th of SHARES	Monthly, as set forth in the Option Agreement	FOUR YEAR ANNIVERSARY OF GRANT DATE	SIX YEAR ANNIVERSARY OF GRANT DATE

By your signature and the Company's signature below, you and the Company agree that these options are granted under and governed by the terms and conditions of the Company's Second Amended and Restated 2003 Equity Incentive Plan and the Option Agreement, all of which are attached and made a part of this document.

Integra LifeSciences Holdings Corporation — Date

Name — Date

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
2003 EQUITY INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT (together with the attached Notice of Grant of Stock Options and Option Agreement ("Notice of Grant"), the "Option Agreement") made as of the date (the "Grant Date") set forth in Notice of Grant, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and the named Key Employee of the Company, a Related Corporation, or an affiliate (the "Employee").

WHEREAS, the Company desires to afford the Employee an opportunity to purchase shares of common stock of the Company, par value $.01 per share ("Common Stock"), as hereinafter provided, in accordance with the provisions of the Integra LifeSciences Holdings Corporation Second Amended and Restated 2003 Equity Incentive Plan (the "Plan")[, which can be found on Integra's Intranet at]. Requests for hardcopies of the "Plan" should be directed to [ ] at the Plainsboro, New Jersey Corporate Office.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Grant of Option**. The Company hereby grants to the Employee a non-qualified stock option (the "Option") to purchase all or any part of an aggregate of the number of shares of Common Stock as set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan.

2. **Purchase Price**. The purchase price per share of the shares of Common Stock covered by the Option shall be that set forth in the attached Notice of Grant, subject to adjustment in accordance with Section 8 of the Plan. It is the determination of the Company's Compensation Committee (the "Committee") that on the Grant Date the per share Option exercise price was not less than the greater of one hundred percent (100%) of the fair market value of the Common Stock, or the par value thereof.

3. **Term**. Unless earlier terminated pursuant to any provision of this Option Agreement, this Option shall expire on the date set forth in the attached Notice of Grant (the "Expiration Date"). Notwithstanding anything herein to the contrary, this Option shall not be exercisable after the Expiration Date.

4. **Exercise of Option**. This Option shall vest and become exercisable with respect to 1/4th of the shares subject hereto on the first anniversary of the Grant Date. Thereafter, this Option shall vest and become exercisable with respect to 1/36th of the remaining shares on the first business day of each following month.

Any portion of the Option that becomes exercisable in accordance with the foregoing shall remain exercisable, subject to the provisions contained in this Option Agreement, until the expiration of the term of this Option as set forth in Paragraph 3 or until other termination of the Option as set forth in this Option Agreement.

Notwithstanding anything contained herein, no portion of the Option which has not become vested and exercisable as of the Employee's termination of employment or in connection with Employee's termination of employment shall thereafter become vested or exercisable.

5. **Method of Exercising Option**. Subject to the terms and conditions of this Option Agreement, the Option may be exercised in whole or in part by written notice to the Company, at its principal office, which currently is located at 311 Enterprise Drive, Plainsboro, New Jersey 08536. Such notice shall state the election to exercise the Option, and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, unless the Company otherwise notifies the Employee, be accompanied by the investment certificate referred to in Paragraph 6; and shall be accompanied by payment of the full Option price of such shares.

The Option price shall be paid to the Company: (i) in cash; (ii) in cash equivalent; (iii) in Common Stock of the Company, in accordance with Section 7.1(f)(ii) of the Plan (as in effect on the date of this Option Agreement); (iv) by delivering a properly executed notice of exercise of the Option, in accordance with Section 7.1(f)(iii) of the Plan (as in effect on the date of this Option Agreement); (v) in Common Stock of the Company issuable pursuant to the exercise of the Option or otherwise withheld in net settlement of the Option, in accordance with Section 7.1(f)(iv) of the Plan (as in effect on the date of this Option Agreement); or (v) by any combination of (i)-(v).

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. Such certificate(s) shall be registered in the name of the person or persons so exercising the Option (or, if the Option is exercised by the Employee and if the Employee so requests in the notice exercising the Option, shall be registered in the name of the Employee and the Employee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option is exercised by any person or persons after the legal disability or death of the Employee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that are purchased upon the exercise of the Option as provided herein shall be fully paid and not assessable by the Company.

6. **Shares to be Purchased for Investment**. Unless the Company has theretofore notified the Employee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933 and the Company has not thereafter notified the Employee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to delay the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 (or of any rules or regulations promulgated thereunder) or of any state laws or regulations. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. **Non-Transferability of Option**. This Option is not assignable or transferable, in whole or in part, by the Employee other than by will or by the laws of descent and distribution, and during the lifetime of the Employee the Option shall be exercisable only by the Employee or by his or her guardian or legal representative.

8. **Termination of Employment**. If the Employee's employment with the Company and all Related Corporations is terminated for any reason other than death or disability prior to the Expiration Date, this Option may be exercised, to the extent of the number of shares with respect to which the Employee could have exercised it on the date of such termination of employment, or to any greater extent permitted by the Committee, by the Employee at any time prior to the earlier of:

(a) The Expiration Date; or

(b) Six (6) months after such termination of employment**.**

9. **Disability**. If the Employee incurs a disability, as defined in the Plan, during his or her employment with the Company and Related Corporations and, prior to the Expiration Date, the Employee's employment is terminated as a consequence of such disability, this Option may be exercised, to the extent of the number of shares with respect to which the Employee could have exercised it on the date of such termination of employment, or to any greater extent permitted by the Committee in its discretion, by the Employee, or in the event of the Employee's legal disability, by the Employee's legal representative, at any time prior to the earlier of:

(a) The Expiration Date; or

(b) One year after the date of such termination of employment.

10. **Death**. If the Employee dies during his or her employment with the Company and Related Corporations and prior to the Expiration Date, or if the Employee's employment is terminated for any reason (as described in Paragraphs 8 or 9 above) and the Employee dies following his or her termination of employment but prior to the earliest of the Expiration Date or the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Employee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Employee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Employee's death, at any time prior to the earlier of:

(a) The Expiration Date; or

(b) One year after the date of the Employee's death

11. **Withholding of Taxes**. The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of any Option is subject to the withholding requirements of applicable federal, state or local tax laws, the Committee, in its discretion, may permit the Employee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, to satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date of exercise of the Option (or, if later, the date on which the Employee recognizes ordinary income with respect to such exercise). An election to use shares of Common Stock to satisfy tax withholding requirements must be made in compliance with and subject to the Withholding Rules. The Committee may not withhold shares in excess of the number necessary to satisfy the minimum tax withholding requirements.

12. **Construction**. Except as would be in conflict with any specific provision herein, this Option Agreement is made under and subject to the provisions of the Plan as in effect on the Grant Date and, except as would conflict with the provisions of this Option Agreement, all of the provisions of the Plan as in effect on the Grant Date are hereby incorporated herein as provisions of this Option Agreement. Notwithstanding the foregoing, provisions of this Option Agreement that conflict with the Plan will be given effect only to the extent they do not exceed the Committee's discretion under the Plan.

13. **Governing Law**. This Non-Qualified Stock Option Agreement shall be governed by applicable federal law and otherwise by the laws of the State of Delaware.

Exhibit 10.7

Form of Restricted Stock Agreement for Mr. Henneman
Annual Vesting Over Two Years

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Award Agreement")**,** dated as of December 15, 2010 (the "Award Date"), is made by and between Integra LifeSciences Holdings Corporation**,** a Delaware corporation (the "Company"), and John B. Henneman, III, 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 Second Amended and Restated Equity Incentive Plan (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 each of the first- and second-year 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 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 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. For the avoidance of doubt, in the event that a Termination of Service occurs on a Vesting Date as a result of the expiration of the term of the Participant's employment with the Company, the shares of Restricted Stock scheduled to vest on such Vesting Date shall, as of such date, vest and become Vested Shares and the Restrictions thereon shall lapse. 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. One-half 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 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 each Vesting Date, the Company shall inform 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 such 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

John B. Henneman, III
c/o Integra LifeSciences Corporation

311 Enterprise Drive
Plainsboro, NJ 08536

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
By
Name:
Title:

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: ___, ___

___

Name:

Exhibit 99.1

News Release

Contacts:

Integra LifeSciences Holdings Corporation

John B. Henneman, III
Executive Vice President,
Finance and Administration,
and Chief Financial Officer
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Integra LifeSciences Appoints Peter J. Arduini as President and Chief Operating Officer

Gerard S. Carlozzi to retire at end of 2010

John B. Henneman, III extends employment agreement through 2012

Plainsboro, New Jersey, October 12, 2010 – Integra LifeSciences Holdings Corporation (NASDAQ: IART) Stuart Essig, Integra's Chief Executive Officer, announced today the appointment of Peter J. Arduini to the position of President and Chief Operating Officer, effective November 1, 2010. In this position, Mr. Arduini will have direct responsibility for all the Company's operations, including Orthopedics, Neurosurgery and Instruments. He will report to Mr. Essig, Integra's Chief Executive Officer. Mr. Arduini will succeed Mr. Gerard S. Carlozzi, who is planning to retire at the end of 2010.

Mr. Essig noted that he is delighted to be able to bring someone of Mr. Arduini's talent and experience into a leadership role with Integra, adding, "We look forward to Pete joining our outstanding and tenured leadership team. We believe that he will make a significant contribution to this team and Integra's decision-making processes. We expect this team to examine new growth opportunities and strategies and to continue our long-term goal of building a larger and better medical device company."

"I am looking forward to this very exciting challenge. I feel fortunate to be joining a cohesive team that has grown Integra through acquisitions, as well as internal development," said Arduini. "I particularly look forward to working with Stuart, the leadership team that he has built, and the board of Integra as we continue to build a successful, diversified healthcare company for the benefit of patients and our shareholders."

Mr. Arduini was most recently Corporate Vice President and President of Medication Delivery, Baxter Healthcare, which he joined in 2005. Mr. Arduini was responsible for a $4.8 billion global division of Baxter with diversified products ranging from IV solutions and medical devices to pharmaceuticals. Since joining Baxter, Mr. Arduini has rebuilt the business from a flat growth business to one growing in the high single-digits, while substantially improving pre-tax profit. He accomplished this while simplifying the operating structure and instilling a focus on innovation and quality.

Prior to Baxter, Mr. Arduini spent 15 years at GE Healthcare, most recently as General Manager, Global Functional and Computed Tomography Business. There he was responsible for a $2.2 billion business, GE Medical's most profitable business at that time. Mr. Arduini also served as the Global General Manager of GE Medical's Services Business, where he was responsible for six profit-and-loss centers and a $3 billion service portfolio. He also served as General Manager, USA Sales, for GE's diagnostic imaging business. Prior to GE Medical, Mr. Arduini held various sales and marketing positions at Procter & Gamble.

Mr. Arduini holds a Bachelor of Science from Susquehanna University and an MBA from Northwestern University, Kellogg School of Management. Mr. Arduini and his family will relocate to be near Integra's headquarters in Plainsboro, New Jersey.

Gerry Carlozzi, Executive Vice President and Chief Operating Officer of Integra, also announced his plans to retire, effective at the end of 2010. Mr. Carlozzi will remain a consultant to the company through June, 2011. In this capacity, Mr. Carlozzi will assist in the transition of the worldwide sales and marketing, research and development, clinical education, manufacturing, quality and regulatory activities of Integra to Mr. Arduini.

Mr. Carlozzi has served as Integra's Chief Operating Officer since 2003. From 1999 to 2003, Mr. Carlozzi was President, Chief Executive Officer and a member of the Board of Directors of Bionx Implants, Inc, through its acquisition by the ConMed Corporation. Mr. Carlozzi also formerly held positions with Synthes USA, and Acufex Microsurgical.

"I want to express my great appreciation to Gerry from all of us on Integra's management team and the Board of Directors," said Mr. Essig. "His contributions have strengthened our leadership team and increased our ability to execute on key operating objectives. Gerry has focused the company on growth opportunities for our existing products and technologies and in the integration of newly acquired businesses. For seven years, he has driven our mission to lead in the development of innovative medical devices. He has been a great partner at Integra."

Further, the company announced that it had extended the term of the employment agreement with John B. Henneman, III, the company's Executive Vice President, Finance and Administration, and Chief Financial Officer, through 2012. "I am pleased to be part of a great management team and look forward to helping lead the company through the next stages of its growth," said Mr. Henneman.