

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): February 21, 2007

INTEGRA LIFESCIENCES HOLDINGS CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

0-26224
(Commission File Number)

51-0317849
(I.R.S. Employer
Identification No.)

311 Enterprise Drive
Plainsboro, NJ 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))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On February 23, 2007, Integra LifeSciences Holdings Corporation (the "Company")
entered into a second amendment to its credit agreement with a syndicate of
lending banks, Bank of America, N.A., as Administrative Agent, Swing Line Lender
and L/C Issuer, Citibank, FSB and SunTrust Bank, as Co-Syndication Agents, and
Royal Bank of Canada and Wachovia Bank, National Association, as
Co-Documentation Agents.

The amendment increased the size of the Company's revolving credit facility \$200
million to \$300 million and allows the Company to further increase the size to
\$400 million. The amendment extended the credit facility's maturity date from
December 22, 2010 to December 22, 2011 and reduced the applicable rates used for
borrowings and the annual commitment fee.

The amendment also modified certain financial and negative covenants. In
particular, the amendment:

- * increased the maximum consolidated total leverage ratio and the maximum
senior leverage ratio that the Company is permitted to have,
- * increased the amount of permitted subordinated debt,
- * provided the Company more ability to repurchase stock, pay dividends
and make restricted payments,

* increased the Company's ability to make acquisitions, and

* provided a basket for transactions with affiliates.

As a condition to the effectiveness of the amendment, the Company must pay any outstanding loans made by lenders who, after giving effect the amendment, will no longer be lenders under the credit facility and must prepay any other outstanding loans to the extent necessary to keep the outstanding loans ratable, based on the new commitments of the lenders. The Company expects that the conditions to effectiveness will be satisfied on February 28, 2007.

The press release issued by the Company announcing its entering into the amendment is attached as Exhibit 99.1 to this report.

A copy of the amendment is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference into this Item.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The information set forth in Item 1.01 above is incorporated by reference into this Item.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATION ARRANGEMENT OF CERTAIN OFFICERS.

APPOINTMENT OF NEW DIRECTOR

On February 22, 2007, the Board of Directors of the Company appointed Thomas J. Baltimore, Jr., age 43, as a director of the Company, effective March 5, 2007. The press release issued by the Company announcing this appointment is attached as Exhibit 99.2 to this report.

Mr. Baltimore has served as President of RLJ Development, LLC, which he founded, since 2000. Prior to launching RLJ Development, he worked at Hilton Hotels Corporation as Vice President, Development and Finance (1999 to 2000) and Vice President, Gaming Development (1997 to 1998). From 1994 to 1996, Mr. Baltimore was Vice President, Business Development for Host Marriott Services (a spinoff entity from Host Marriott Corporation). Mr. Baltimore also worked for Marriott Corporation from 1988 to 1989 and from 1991 to 1993, holding various positions in the company, including Senior Director and Manager. Prior to his employment with Marriott, Mr. Baltimore was a staff auditor for Price Waterhouse.

The Compensation Committee of the Board of Directors approved the payment of a retainer of \$12,500 for Mr. Baltimore serving as a director for the period from March 5, 2007 through May 17, 2007, the date of the Company's 2007 Annual Meeting of Stockholders. Mr. Baltimore may receive this retainer in one of four ways, at his election: (1) in cash, (2) in restricted stock, (3) one half in cash and one half in restricted stock, or (4) in options to purchase common stock (the number of options determined by valuing the options at 25% of the fair market value of the common stock underlying the options).

FORM OF RESTRICTED STOCK AGREEMENT FOR CERTAIN EXECUTIVE OFFICERS

On February 21, 2007, Compensation Committee of the Board of Directors of the Company approved a form of restricted stock agreement to be used in connection with grants of restricted stock of the Company to Gerard S. Carlozzi and John B. Henneman, III, executive officers of the Company.

The agreement provides that the restricted stock grant shall vest (and no longer be subject to the forfeiture and transferability restrictions imposed upon the grantee with respect to shares of restricted stock) on the three year anniversary of the grant date. In addition, the restricted stock grant shall vest, upon (i) a Change in Control, (ii) the officer's termination of service without Cause or for Good Reason, (iii) the Disability of the officer or (iv) the officer's death. The defined terms in the preceding sentence, have the meanings set forth in the officer's employment agreement with the Company. In addition, upon the Company's nonrenewal of the officer's employment agreement with the Company, a number of shares of restricted stock shall vest as of the last day of officer's employment with the Company. The number of such shares shall be determined by multiplying the number of shares of restricted stock by a fraction, the numerator of which shall be the number of days that have elapsed from the award date through the last day of the officer's employment with the Company and the denominator of which shall be the total number of days from the award date until the scheduled vesting date.

A copy of the form of restricted stock agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

| Exhibit Number | Description of Exhibit |
|----------------|------------------------|
|----------------|------------------------|

| | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1 | Second Amendment, dated as of February 23, 2007, among Integra LifeSciences Holdings Corporation, the lenders party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, Citibank, FSB and SunTrust Bank, as Co-Syndication Agents, and Royal Bank of Canada and Wachovia Bank, National Association, as Co-Documentation Agents. |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 10.1 Form of Restricted Stock Agreement for Gerard S. Carlozzi and John B. Henneman, III
- 99.1 Press release issued February 26, 2007
- 99.2 Press release issued February 22, 2007

SIGNATURES

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

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

Date: February 27, 2007

By: /s/ Stuart M. Essig

Stuart M. Essig
President and Chief Executive Officer

Exhibit Index

| Exhibit Number | Description of Exhibit |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ----- | ----- |
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| 99.2 | Press release issued February 22, 2007 |

SECOND AMENDMENT

SECOND AMENDMENT dated as of February 23, 2007 (this "Amendment"), among INTEGRA LIFESCIENCES HOLDINGS CORPORATION, a Delaware corporation (the "Borrower"), the lenders party to the Credit Agreement (as defined below) immediately prior to the effective date of this Amendment (collectively, the "Existing Lenders"), BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (the "Administrative Agent"), CITIBANK, N.A., successor-by-merger to CITIBANK, FSB and SUNTRUST BANK, as Co-Syndication Agents (the "Co-Syndication Agents"), ROYAL BANK OF CANADA and WACHOVIA BANK, NATIONAL ASSOCIATION, as Co-Documentation Agents (the "Co-Documentation Agents"), DEUTSCHE BANK TRUST COMPANY AMERICAS, CIBC INC., GOLDMAN SACHS CREDIT PARTNERS L.P. AND MORGAN STANLEY BANK (each a "New Lender" and collectively, the "New Lenders").

PRELIMINARY STATEMENTS:

- (1) The Borrower, the Existing Lenders, the Administrative Agent, the Co-Syndication Agents and the Co-Documentation Agents have entered into a Credit Agreement, dated as of December 22, 2005 (the "Original Agreement"), as amended by that certain First Amendment, dated as of February 15, 2006 (the "First Amendment"). The Original Agreement, as amended by the First Amendment, is referred to in this Amendment as the "Credit Agreement", and the Credit Agreement, as amended by, and together with this Amendment, and as may be further amended, supplemented or otherwise modified from time to time, is referred to herein as the "Amended Agreement". Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Credit Agreement.
- (2) The Borrower desires to increase the Aggregate Commitments to \$300,000,000;
- (3) In connection with such increase, the Borrower has requested that each Existing Lender continue its Commitments under the Amended Agreement (any Existing Lender that agrees to continue its Commitment, a "Continuing Lender" and any Lender that elects not to continue its Commitment, a "Terminating Lender") and that New Lenders (the New Lenders, together with the Continuing Lenders, the "Lenders") make commitments to provide Loans to the extent the Commitments of the Continuing Lenders are less than \$300,000,000;
- (4) The Borrower has requested the Existing Lenders amend the Credit Agreement to (a) increase the Aggregate Commitments to

\$300,000,000 and (b) make the other amendments to the Credit Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1.01. Amendment to Schedule 2.01. Schedule 2.01 of the Credit Agreement is hereby deleted in its entirety and replaced by Schedule 2.01 attached hereto.

SECTION 1.02. Amendment to Section 1.01. The definition of "Applicable Rate" set forth in Section 1.01 of the Credit Agreement is hereby amended by deleting the pricing grid therefrom and inserting the following pricing grid in lieu thereof:

| APPLICABLE RATE |
|-----------------------------------------------|
| Loans, Swing Line Loans and Letters of Credit |

| Pricing Level | Pricing Ratio | Eurodollar Rate Loans and Letters of Credit | Base Rate Loans and Swing Line Loans | Commitment Fees |
|---------------|-------------------------------------|---------------------------------------------------|-----------------------------------------------|--------------------|
| I | => 3.25 to 1.0 | 1.250% | .250% | .20% |
| II | <3.25 to 1.0 but => 2.50 to 1.0 | 1.000% | 0% | .175% |
| III | < 2.50 to 1.0 but => 1.75 to 1.0 | .750% | 0% | .15% |
| IV | < 1.75 to 1.0 but => 1.0 to 1.0 | .625% | 0% | .125% |
| V | < 1.0 to 1.0 | .375% | 0% | .10% |

~~SECTION 1.03. Amendment to Section 1.01. The definition of "Maturity Date" set forth in Section 1.01 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"Maturity Date" means December 22, 2011."~~

~~SECTION 1.04. Amendment to Section 1.01. The definition of "Permitted Acquisitions" set forth in Section 1.01 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"Permitted Acquisitions" means any Acquisition, provided that (a) the Property acquired (or the Property of the Person acquired) in such Acquisition shall be used or useful in the~~

~~same or similar line of business as the Loan Parties on the Closing Date, including activities ancillary, related or complementary thereto, (b) after giving effect to any Acquisition on a Pro Forma Basis, the total equity and debt investments of the Borrower and its Domestic Subsidiaries in the Foreign Subsidiaries does not exceed fifty percent (50%) of the aggregate book value of the total assets of the Borrower and its Domestic Subsidiaries, all as determined in accordance with GAAP, (c) in the case of an Acquisition of the Equity Interests of another Person, the board of directors (or other comparable governing body) of such other Person shall have duly approved such Acquisition, (d) no Event of Default has occurred and is continuing or would result therefrom, (e) the Borrower and its Consolidated Subsidiaries shall be in compliance with Section 7.17 on a Pro Forma Basis after giving effect to such Acquisition, (f) the Acquisition shall not involve an interest in a general partnership or joint venture or have a requirement that any Loan Party be a general or joint venture partner other than in compliance with Section 7.16, (g) the Loan Parties shall, and shall cause the party that is the subject of the Acquisition to, execute and deliver such joinder and pledge agreements, security agreements and intercompany notes and take such other actions as may be necessary for compliance with the provisions of Sections 6.11 and 6.12, (h) if, after giving effect to such Acquisition on a Pro Forma Basis, (1) there will be no Loans outstanding, the aggregate consideration (including cash and non cash consideration) for each Acquisition (or a series of related Acquisitions) is less than or equal to \$250 million or (2) there will be Loans outstanding, the aggregate consideration (including cash and non cash consideration) for each Acquisition (or a series of related Acquisitions) is less than or equal to (A) \$200 million if the Borrower's Consolidated Senior Leverage Ratio is less than 2.00 to 1.00 or (B) \$100 million if the Borrower's Consolidated Senior Leverage Ratio is greater than or equal to 2.00 to 1.00; provided, that, for purposes of the limits set forth in this clause (h), contingent consideration (i.e., consideration for an Acquisition that is to be paid after the closing of an Acquisition but which at the time of such closing is not numerically quantifiable) shall be added to such limits at the time such consideration first becomes numerically determinable; and (i) the Borrower shall have delivered to the Administrative Agent (1) with respect to any Acquisition in excess of \$40 million, a Compliance Certificate signed by a Responsible Officer of the Borrower demonstrating compliance with the financial covenants hereunder after giving effect to the subject Acquisition on a Pro Forma Basis, and reaffirming that the representations are true and correct in all material respects as of such date, except those representations and~~

~~warranties made as of a date certain, which shall remain true and correct in all material respects as of such date and providing supplements to the Schedules as required by the Compliance Certificate, (2) with respect to any Acquisition in excess of \$75 million, all financial statements for the full fiscal year preceding acquisition, as well as the most recent interim statements of the party that is the subject of the Acquisition, and (3) with respect to any Acquisition in excess of \$40 million, within 5 Business Days following the closing of such Acquisition, a certificate of a Responsible Officer of the Borrower describing the Person to be acquired, including, without limitation, the location and type of operations and key management."~~

~~SECTION 1.05. Amendment to Section 1.01. The following definitions are hereby added to Section 1.01 of the Credit Agreement in appropriate alphabetical position:~~

~~"Call Option" means one or more transactions entered into in connection with a Convertible Note Issue comprised of the purchase by the Borrower of a call option giving Borrower the right to purchase an amount of its own issued and outstanding Equity Interests that is equal to the amount of Equity Interests (or substantially equal to such amount in the event of round lot purchase requirements) as would be issued if such Indebtedness is converted (ignoring any net share settlement mechanism pertaining to such Indebtedness), at an exercise price equal to the conversion price of such Indebtedness.~~

~~"Convertible Note Issue" means an issuance of Indebtedness or Equity Interests (other than the Convertible Notes) pursuant to Section 7.03(f), (h) or (k) that is convertible into Qualified Equity Interests.~~

~~SECTION 1.06. Amendment to Section 2.14. Section 2.14(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(a) Request for Increase. Provided there exists no Default or Event of Default, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may from time to time, request an increase in the Aggregate Commitments by an aggregate amount (for all such requests) not exceeding \$100,000,000; provided that (i) any such request for an increase shall be in a minimum amount of \$25,000,000 and (ii) the Borrower may make a maximum of three such requests. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders)."~~

~~SECTION 1.07. Amendment to Section 7.03. Section 7.03(f) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Borrower and its Consolidated Subsidiaries shall be in compliance on a Pro Forma Basis with Section 7.17 after giving effect to such transaction, subordinated Indebtedness that (A) (x) if such subordinated Indebtedness is not a public debt issue (which shall include any debt offering made pursuant to Rule 144A under the Securities Act of 1933, as amended), is expressly subordinated to the Obligations on terms substantially as set forth on Exhibit K hereto or otherwise satisfactory to the Administrative Agent, and (y) if such subordinated Indebtedness is a public debt issue, is expressly subordinated on terms that are customary for public subordinated debt transactions at the time of issue for companies of similar credit standing and size and has a maturity date that is no earlier than the date that is three (3) months after the Maturity Date, (B) contains representations, warranties, covenants, terms and provisions that are no more restrictive, taken as a whole, than those contained in this Agreement, and (C) when added to the outstanding amount of the Convertible Notes and any outstanding Indebtedness incurred pursuant to clauses (g) and (h) of this Section 7.03, does not exceed \$400 million in the aggregate at any time outstanding;"~~

~~SECTION 1.08. Amendment to Section 7.06. Section 7.06(e) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(e) the Borrower may repay the Convertible Notes if either (i) after giving pro forma effect to the repayment of the Convertible Notes on a Pro Forma Basis, the Consolidated Total Leverage Ratio is less than 3.50 to 1.00, or (ii) (A) in the event the Convertible Notes remain outstanding on the first day of the RLL Maintenance Period, then the Borrower maintains Liquidity of at least \$160 million at all times during the RLL Maintenance Period until the earlier of (x) the expiration of the RLL Maintenance Period and (y) the date the Convertible Notes have been repaid or refinanced as permitted hereby and (B) after giving effect to any proposed repayment of the Convertible Notes, irrespective of when paid, the Borrower has Liquidity of at least \$40 million;"~~

~~SECTION 1.09. Amendment to Section 7.06. Section 7.06(d) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(d) the Borrower may at any time, and from time to time after the Closing Date, make Restricted Payments if, after giving effect to such Restricted Payment, (x) there will be no Loans outstanding or (y) there will be Loans outstanding (i) Restricted Payments that do not exceed \$50 million in any fiscal year if, at the time of such Restricted Payment, the Borrower's Senior Leverage Ratio is greater than or equal to~~

~~2.00 to 1.00 and (ii) Restricted Payments that do not exceed \$100 million in any fiscal year if, at the time of such Restricted Payment, the Borrower's Senior Leverage Ratio is less than 2.00 to 1.00; provided, that, it is understood (A) that this Section 7.06(d) does not apply to payments made in respect of the Convertible Notes, which is governed by the terms of Section 7.06(e) above and (B) that the Borrower may make Restricted Payments in the form of (1) the repurchase, redemption or retirement of any outstanding Equity Interest of the Borrower with the proceeds of subordinated indebtedness, the issuance of which is permitted pursuant to Section 7.03(f), (2) the withholding, repurchase, redemption or retirement of any restricted Qualified Equity Interests issued to employees and consultants of the Loan Parties, pursuant to the Borrower's equity incentive plans approved by the Borrower's Board of Directors and withheld by the Borrower to satisfy tax obligations of such employees and/or consultants at the time the forfeiture and transferability restrictions cease, and (3) a purchase of a Call Option in connection with the issuance of Indebtedness permitted pursuant to Section 7.03(f), (h) or (k), in each case of (1), (2) and (3) above, without regard to, and without decreasing the availability of, the baskets set forth in clauses (y) (i) and (y) (ii) above;"~~

~~SECTION 1.10. Amendment to Section 7.06. Section 7.06(e) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(e) the Borrower may issue or sell (x) Qualified Equity Interests so long as such issuance or sale does not result in a Change of Control and (y) other Equity Interests to the extent permitted by Section 7.03(f), (h) or (k);"~~

~~SECTION 1.11. Amendment to Section 7.06. Section 7.06(g) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(g) the Borrower may repurchase or refinance (x) its outstanding Equity Interests out of the proceeds of a substantially concurrent issue of, or an exchange for, Qualified Equity Interests and (y) Equity Interests or Indebtedness issued pursuant to Section 7.03(f) or (k) with the proceeds of the issuance of Qualified Equity Interests or other Indebtedness permitted by Section 7.03 (and which complies with the terms of Section 7.03(k));"~~

~~SECTION 1.12. Amendment to Section 7.06. The following new subsections are hereby added to Section 7.06 of the Credit Agreement:~~

~~"(h) the Borrower may repurchase or refinance Equity Interests that evidence Indebtedness issued pursuant to Section 7.03(h);"~~

~~"(i) the Borrower may purchase a Call Option in connection with a Convertible Note Issue and may exercise the Call Option (i) on a cash less basis to acquire an equal number of shares (or a substantially equal number in the event of round lot purchase requirements relating to the Call Option) as are~~

~~issued in connection with any conversion of all or part of the Indebtedness issued in such Convertible Note Issue by the holders thereof and (ii) as is provided in Section 7.06(j) below; and~~

~~(j) the Borrower may exercise a Call Option in connection with any conversion of all or part of a Convertible Note Issue or may otherwise redeem, retire or repurchase a Convertible Note Issue in connection with the conversion of Indebtedness issued pursuant to a Convertible Note Issue in accordance with its terms and make cash payments in lieu of issuing fractional shares in connection with such conversion if (i) one or more of the holders of such Convertible Note Issue elect to convert such Convertible Note Issue on a net share settlement basis and (ii) after giving effect to the exercise of all or part of such Call Option or such redemption, retirement or repurchase, as applicable, on a Pro Forma Basis, (x) the Consolidated Total Leverage Ratio is less than 3.50 to 1.00 and (y) the Liquidity will be greater than \$50 million; provided, however that in the event the Consolidated Total Leverage Ratio is greater than 3.50 to 1.00, so long as Liquidity will be greater than \$50 million, the Borrower may make Restricted Payments as described in this Section 7.06(j) up to \$10 million in the aggregate."~~

~~SECTION 1.13. Amendment to Section 7.07. Section 7.07(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(c) Make any prepayment, redemption, defeasance or acquisition for value (including, without limitation, by way of depositing money or securities with the trustee with respect thereto before due for the purpose of paying when due), or refund, refinance or exchange of any subordinated Indebtedness permitted under Sections 7.03(b), 7.03(f), and 7.03(j) (including any refinancing thereof pursuant to Section 7.03(k)) other than regularly scheduled payments of principal and interest on such Indebtedness, refinancings thereof permitted pursuant to Section 7.03(k) and prepayments of such Indebtedness with the proceeds of a substantially concurrent issuance of Qualified Equity Interests; provided, that, the Borrower may (x) repay the Convertible Notes on the terms set forth in Section 7.06(c) and may exchange the Convertible Notes in the Convertible Note Exchange and (y) make Restricted Payments permitted by Section 7.06."~~

~~SECTION 1.14. Amendment to Section 7.09. Section 7.09 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"Section 7.09 Transactions with Affiliates. Engage in any transaction or series of transactions with (a) any Subsidiary or Affiliate of the Borrower or any of its Subsidiaries, or (b) any Affiliate of any such Subsidiary or Affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Borrower or such Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided, that this Section 7.09 shall not restrict (i) transactions between Loan Parties, (ii) transactions between Excluded Subsidiaries, (iii) transactions whereby the Borrower or a Subsidiary provides management or administrative services to a Subsidiary, (iv) customary indemnities of officers and directors consistent with Law, payment of reasonable fees to directors and~~

~~the customary issuance of directors' shares, or (v) transactions described in clauses (a) and (b) above irrespective of whether or not done on an arms length basis that do not exceed \$750,000 in the aggregate in any calendar year."~~

~~SECTION 1.15. Amendment to Section 7.17. Section 7.17(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(a) Maximum Consolidated Total Leverage Ratio. Permit the Consolidated Total Leverage Ratio of the Borrower and its Consolidated Subsidiaries at any time during any period of four consecutive fiscal quarters to be greater than 4.0 to 1.0."~~

~~SECTION 1.16. Amendment to Section 7.17. Section 7.17(b) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:~~

~~"(b) Maximum Consolidated Senior Leverage Ratio. Permit the Consolidated Senior Leverage Ratio of the Borrower and its Consolidated Subsidiaries at any time during any period of four consecutive fiscal quarters to be greater than 3.0 to 1.0."~~

~~SECTION 1.17. Waiver. The Existing Lenders, for the purpose of effecting the terms of this Second Amendment, hereby (a) waive any notice requirements under Section 2.05(a) of the Credit Agreement in connection with the prepayment of the outstanding Loans of the Terminating Lenders, (b) agree that the outstanding Loans of the Terminating Lenders may be repaid in full, together with all accrued and unpaid interest thereon and any other amounts owing with respect thereto, without requiring the repayment of any other Loans and hereby waive the provisions of Section 2.12(a) and Section 2.13 of the Credit Agreement to the extent applicable thereto.~~

~~SECTION 1.18. Pay Off of Terminating Lenders. Exhibit A attached hereto sets forth the pay off figures for all Obligations owed to the Terminating Lenders, including all principal, interest, fees and other amounts owing (including estimated breakage fees, if any) under the Credit Agreement and the other Loan Documents as of February 28, 2007 and any per diem figures to the extent the pay off occurs after February 28, 2007 (collectively, the "Pay Off Amount"). Upon receipt of the Pay Off Amount in full in cash by the Administrative Agent for the account of the respective Terminating Lenders, the Commitments of the Terminating Lenders shall be terminated and all Obligations of the Borrower in respect of the outstanding Loans held by the Terminating Lenders shall be paid and discharged in full.~~

~~SECTION 1.19. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders, as follows:~~

~~(a) After giving effect to the updated Schedules to the Credit Agreement attached to this Amendment as Exhibit B, the representations and warranties set forth in Article V of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof and on and as of the Second Amendment~~

~~Effective Date (as defined below) with the same effect as though made on and as of the date hereof or the Second Amendment Effective Date, as the case may be, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date), except that for purposes of this Amendment, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement, including the statements in connection with which this Amendment is delivered.~~

~~(b) On the date hereof and on the Second Amendment Effective Date, no Default or Event of Default has occurred and is continuing.~~

~~(c) The execution, delivery and performance of this Amendment by the Borrower have been duly authorized by all requisite corporate or other organizational action.~~

~~(d) This Amendment constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.~~

~~The execution, delivery and performance of this Amendment by the Borrower do not and will not (i) contravene the terms of any of the Borrower's Organization Documents, (ii) conflict with or result in any breach or contravention of, or (except for the Liens created under the Loan Documents) the creation of any Lien under, or require any payment to be made under (A) any Contractual Obligation to which the Borrower or the Borrower's Affiliate is a party or affecting the Borrower or the properties of the Borrower or any of its subsidiaries or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or its property is subject; or (iii) violate any Law.~~

~~SECTION 1.20. Effectiveness. This Amendment shall become effective only upon satisfaction of the following conditions precedent (the first date upon which each such condition has been satisfied being herein called the "Second Amendment Effective Date"):~~

~~(a) The Administrative Agent shall have received duly executed counterparts of (i) this Amendment which, when taken together, bear the authorized signatures of the Borrower, the Lenders and the Terminating Lenders and (ii) the Reaffirmation of Guaranty which, when taken together, bear the authorized signatures of each Subsidiary Guarantor and the Administrative Agent.~~

~~(b) The Administrative Agent shall have received, for the account of the respective Terminating Lenders, the Pay Off Amount in full in cash.~~

~~(c) The Borrower shall have prepaid any other Loans outstanding (and any additional amounts required pursuant to Section 3.05 of the Credit Agreement) to the extent necessary to keep the outstanding Loans ratable with any revised Applicable Percentages arising from any non ratable increases in the Commitments on the Second Amendment Effective Date.~~

~~(d) The representations and warranties set forth in Section 1.19 hereof shall be true and correct on and as of the Second Amendment Effective Date.~~

~~(e) The Administrative Agent shall have received all fees and expenses required to be paid by the Borrower pursuant to Section 1.23 of this Amendment.~~

~~(f) The Lenders shall have received such other documents, legal opinions, instruments and certificates as they shall reasonably request and such other documents, legal opinions, instruments and certificates shall be satisfactory in form and substance to the Lenders and their counsel. All corporate and other proceedings taken or to be taken in connection with this Amendment and all documents incidental thereto, whether or not referred to herein, shall be satisfactory in form and substance to the Lenders and their counsel.~~

~~SECTION 1.21. Joinder of New Lenders. (a) Each New Lender, intending to be legally bound, hereby joins and becomes a "Lender" under the Credit Agreement, effective as of the Second Amendment Effective Date, and shall be entitled to the benefits, rights, privileges and remedies of a Lender under the Credit Agreement and each of the other Loan Documents as of the Second Amendment Effective Date.~~

~~(b) Each New Lender (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (B) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (C) from and after the Second Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement and shall have the obligations of a Lender thereunder, (D) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and to make its Commitment on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (E) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such New Lender; (ii) agrees that (A) it will, independently and without reliance on the Administrative Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it~~

~~will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (iii) specifies as its address for notices the office designated in its Administrative Questionnaire provided to the Administrative Agent.~~

~~SECTION 1.22. APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.~~

~~SECTION 1.23. Fees and Expenses. (a) The Borrower shall pay all applicable fees and expenses as set forth in the Letter Agreement, dated as of February 21, 2007, between the Borrower, Bank of America, N.A. and Banc of America Securities LLC.~~

~~(b) The Borrower shall pay all reasonable out of pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution, delivery and enforcement of this Amendment, including, but not limited to, the reasonable fees and disbursements of counsel.~~

~~SECTION 1.24. Lender Titles. From and after the Second Amendment Effective Date, (a) Citibank, N.A. shall be the Syndication Agent and (b) JPMorgan Chase Bank, N.A., Deutsche Bank Trust Company Americas and Royal Bank of Canada shall be the Co Documentation Agents.~~

~~SECTION 1.25. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement. Delivery by facsimile by any of the parities hereto of an executed counterpart of this Amendment shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Amendment.~~

~~SECTION 1.26. Credit Agreement. Except as expressly set forth herein, the amendments provided herein shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, nor shall they constitute a waiver of any Default or Event of Default, nor shall they alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document. Each of the amendments provided herein shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to by such amendment. Except as expressly amended herein, the Credit Agreement shall continue in full force and effect in accordance with the provisions thereof. As used in the Credit Agreement, the terms "Agreement", "herein", "hereinafter", "hereunder", "hereto" and words of~~

~~similar import shall include, from and after the Second Amendment Effective Date, the Amended Agreement.~~

~~IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be
duly executed by their duly authorized officers, all as of the date first above
written.~~

~~_____ Borrower:~~

~~_____ INTEGRA LIFESCIENCES HOLDINGS
_____ CORPORATION, a Delaware corporation~~

~~_____ By: /s/ Maureen B. Bellantoni~~

~~_____ Name: Maureen B. Bellantoni
_____ Title: Executive Vice President
_____ and Chief Financial Officer~~

BANK OF AMERICA, N.A., as

Administrative Agent

By: /s/ Amie L. Edwards

Name: Amie L. Edwards

Title: Vice President

BANK OF AMERICA, N.A., as Swing Line

Lender, L/C Issuer and as a Lender

By: /s/ Amie L. Edwards

Name: Amie L. Edwards

Title: Vice President

~~CITIBANK, N.A., successor by merger
to CITIBANK, FSB, as Co-Syndication
Agent and as a Lender~~

~~By: /s/ Christopher D. Pannacciulli~~

~~Name: Christopher D. Pannacciulli
Title: Vice President~~

~~SUNTRUST BANK, as Co-Syndication
Agent and as a Lender~~

~~By: /s/ Helen C. Hartz~~

~~Name: Helen C. Hartz
Title: Vice President~~

~~ROYAL BANK OF CANADA, as Co-~~
~~Documentation Agent and as a Lender~~

~~By: /s/ Gordon MacArthur~~

~~Name: Gordon MacArthur~~

~~Title: Authorized Signatory~~

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Co Documentation Agent and as
a Lender

By: /s/ James S. Conville

Name: James S. Conville
Title: Assistant Vice President

CITIZENS BANK PA, as a Lender

By: /s/ Mark W. Torie

Name: Mark W. Torie

Title: Senior Vice President

SOVEREIGN BANK, as a Lender

By: /s/ Chris D. Wolfslayer

Name: Chris D. Wolfslayer

Title: Vice President

~~DRESDNER BANK AG, NEW YORK AND GRAND
CAYMAN BRANCHES, as a Lender~~

~~By: /s/ Brian Smith~~

~~Name: Brian Smith~~

~~Title: Managing Director~~

~~By: /s/ Mark McGuigan~~

~~Name: Mark McGuigan~~

~~Title: Vice President~~

~~HSBC BANK USA, NATIONAL ASSOCIATION,~~
~~as a Lender~~

~~By: /s/ Jeffrey Wieser~~

~~Name: Jeffrey Wieser~~

~~Title: Managing Director~~

COMMERCE BANK, N.A., as a Lender

By: /s/ Daniel R. Vereb

Name: Daniel R. Vereb

Title: Vice President

PEOPLE'S BANK, as a Lender

By: /s/ George F. Paik

Name: George F. Paik

Title: Vice President

~~BROWN BROTHERS HARRIMAN & CO, as a
Lender~~

~~By: /s/ John D. Rogers~~

~~Name: John D. Rogers~~

~~Title: Senior Vice President~~

COMERICA BANK, as a Lender

By: /s/ Mark R. Pierzecki

Name: Mark R. Pierzecki

Title: Vice President

~~PNC BANK NATIONAL ASSOCIATION, as a
Lender~~

~~By: /s/ Sharon Landgraf~~

~~Name: Sharon Landgraf~~

~~Title: Vice President~~

~~JPMORGAN CHASE BANK, N.A., as a
Lender~~

~~By: /s/ Dawn B. Scocco~~

~~Name: Dawn B. Scocco
Title: Associate~~

~~DEUTSCHE BANK TRUST COMPANY~~
~~AMERICAS, as a New Lender~~

~~By: /s/ Carin Keegan~~

~~Name: Carin Keegan~~
~~Title: Vice President~~

~~By: /s/ Omayra Laucella~~

~~Name: Omayra Laucella~~
~~Title: Vice President~~

MORGAN STANLEY BANK, as a New Lender

By: /s/ Daniel Twenge

Name: Daniel Twenge

Title: Authorized Signatory

Morgan Stanley Bank

CIBC INC., as a New Lender

By: /s/ Caroline Weldon

Name: Caroline Weldon

Title: Authorized Signatory

~~GOLDMAN SACHS CREDIT PARTNERS L.P.,
as a New Lender~~

~~By: /s/ Mark Walton~~

~~Name: Mark Walton~~

~~Title: Authorized Signatory~~

COMMITMENTS
AND APPLICABLE PERCENTAGES

| Lender | Commitment | Applicable Percentage |
|--------------------------------------|-------------------------|--------------------------|
| Bank of America, N.A. | \$30,000,000.00 | 10.000000000% |
| Citibank, N.A. | \$30,000,000.00 | 10.000000000% |
| JPMorgan Chase Bank, NA | \$30,000,000.00 | 10.000000000% |
| Royal Bank of Canada | \$30,000,000.00 | 10.000000000% |
| Deutsche Bank Trust Company Americas | \$30,000,000.00 | 10.000000000% |
| Wachovia Bank, National Association | \$20,000,000.00 | 6.666666667% |
| Citizens Bank PA | \$20,000,000.00 | 6.666666667% |
| PNC Bank National Association | \$20,000,000.00 | 6.666666667% |
| HSBC Bank USA, National Association | \$15,000,000.00 | 5.000000000% |
| Commerce Bank, N.A. | \$15,000,000.00 | 5.000000000% |
| People's Bank | \$15,000,000.00 | 5.000000000% |
| Morgan Stanley Bank | \$12,500,000.00 | 4.166666667% |
| Goldman Sachs Credit Partners L.P. | \$12,500,000.00 | 4.166666667% |
| Brown Brothers Harriman & Co | \$10,000,000.00 | 3.333333333% |
| CIBC Inc. | \$10,000,000.00 | 3.333333333% |
| TOTAL | \$300,000,000.00 | 100.000000000% |

~~RESTRICTED STOCK AGREEMENT~~

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

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

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

~~ARTICLE I.
DEFINITIONS~~

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

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

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

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

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

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

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

~~1~~

~~Section 1.7 Vesting Date. "Vesting Date" shall mean the three year anniversary 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 and the right to receive all dividends or other distributions paid or made with respect to the Restricted Stock.~~

~~ARTICLE III.
RESTRICTIONS~~

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

~~Section 3.2 Termination of Restrictions. The Restrictions shall terminate and lapse, and such shares shall vest in the Participant and become Vested Shares on the Vesting Date as provided in Section 3.3, provided that the Participant has continued to serve as an employee or an Associate from the Award Date to and including the Vesting Date. Notwithstanding the foregoing, upon (i) a Change in Control, (ii) a Termination of Service without Cause or for Good Reason, (iii) Disability or (iv) death, all Restrictions shall lapse and all Restricted Stock shall become Vested Shares. For the purposes of the preceding sentence, the terms "Change in Control," "Cause," "Good Reason," and "Disability" shall have the meanings set forth in the Participant's employment agreement with the Company. In addition, upon the Company's nonrenewal of the Participant's employment agreement with the Company, a number of shares of Restricted Stock shall become Vested Shares and the Restrictions relating to such shares shall lapse as of the last day of~~

~~Participant's employment with the Company. The exact number of such shares shall be determined by multiplying the number of shares of Restricted Stock by a fraction, the numerator of which shall be the number of days that have elapsed from the Award Date through the last day of Participant's employment with the Company and the denominator of which shall be the total number of days from the Award Date until the Vesting Date.~~

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

~~ARTICLE IV.
MISCELLANEOUS~~

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

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

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

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

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

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

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

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

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

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

~~*****~~

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

~~THE PARTICIPANT~~ ~~INTEGRA LIFESCIENCES HOLDINGS CORPORATION~~

By _____

[Name] _____ Name:
_____ Title:

Address

EXHIBIT A

CONSENT OF SPOUSE

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

Dated: _____, _____

Name:

Contacts:

Integra LifeSciences Holdings Corporation

| | |
|-----------------------------------|---------------------------------------|
| Maureen Bellantoni | John Bostjancic |
| Vice President and | Vice President, Corporate Development |
| Chief Financial Officer | and Investor Relations |
| (609) 936 6822 | (609) 936 2239 |
| maureen.bellantoni@integra LS.com | jbostjancic@integra LS.com |

~~Integra LifeSciences Expands Credit Facility~~

~~Plainsboro, New Jersey / February 27, 2007~~ Integra LifeSciences Holdings Corporation (NASDAQ:IART) today announced that it has amended its senior secured revolving credit facility to increase its size to \$300 million, to extend the term by one year and to modify certain covenants. We expect that the conditions to effectiveness will be satisfied on February 28, 2007.

~~The amended credit facility was arranged and managed by Banc of America Securities LLC. Bank of America, N.A. will serve as administrative agent. The syndicate of participating lenders and financial institutions includes Bank of America, Citibank, JP Morgan Chase Bank, Deutsche Bank, Royal Bank of Canada, Wachovia Bank, Citizens Bank, PNC Bank, HSBC Bank USA, Commerce Bank, People's Bank, Morgan Stanley Bank, Goldman Sachs, Brown Brothers Harriman & Co., and CIBC.~~

~~"We are pleased to have expanded and extended our revolving line of credit," said Stuart M. Essig, Integra's President and Chief Executive Officer. "The new facility provides us with additional financial flexibility to support the company's continued growth."~~

~~The amended facility allows for revolving credit borrowings in a principal amount of up to \$300 million, which can be increased to \$400 million should additional financing be required in the future.~~

~~Integra LifeSciences plans to utilize the credit facility for working capital, capital expenditures, share repurchases, acquisitions and other general corporate purposes.~~

~~Integra LifeSciences Holdings Corporation, a world leader in regenerative medicine, is dedicated to improving the quality of life for patients through the development, manufacturing, and marketing of cost-effective surgical implants and medical instruments. Our products are used primarily in neurosurgery, extremity reconstruction, orthopedics and general surgery to treat millions of patients every year. Integra's headquarters are in Plainsboro, New Jersey, and we have research and manufacturing facilities throughout the world. Please visit our website at (<http://www.Integra LS.com>).~~

~~Source: Integra LifeSciences Holdings Corporation~~

~~Integra LifeSciences has added a news release to its Investor Relations website.~~

~~Title: Integra LifeSciences Holdings Corporation Appoints Thomas J. Baltimore, Jr. to Its Board of Directors
Date(s): 2/22/2007 4:02:00 PM~~

~~For a complete listing of our news releases, please click here~~

~~PLAINSBORO, N.J., Feb. 22, 2007 (PRIME NEWSWIRE) — Integra LifeSciences Holdings Corporation (Nasdaq:IART) announced that Thomas J. Baltimore, Jr. will join its board of directors on March 5, 2007.~~

~~Mr. Baltimore is Co Founder and President of RLJ Development, LLC (RLJ), a privately held real estate investment company that he founded with Robert L. Johnson in 2000. Mr. Baltimore has direct day to day responsibility for all RLJ's activities including more than one billion dollars in equity under management and 116 hotels in major markets in North America valued at approximately \$2.5 billion.~~

~~Richard Caruso, Chairman of Integra's board of directors, stated, "I am thrilled that Tom has agreed to join our board of directors. Tom is a seasoned senior executive with extensive financial expertise. His management and leadership experience make him a great addition to the Board."~~

~~"I am enthusiastic about working with Integra in their mission of improving the quality of life for patients around the world," said Mr. Baltimore. "I am pleased to be filling this new position as a director and look forward to working with the entire team at Integra. I believe Integra is well positioned to continue its leadership building franchises with leading market positions."~~

~~Stuart Essig, Integra's President and Chief Executive Officer, said, "Tom is an extraordinary entrepreneur and businessperson. We are excited to have him as part of the Integra team. I look forward to Tom's contributions to Integra's strategic development."~~

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

~~Prior to launching RLJ, Mr. Baltimore served with Hilton Hotels Corporation as Vice President, Development and Finance (1999 to 2000) and Vice President, Gaming Development (1997 to 1998). From 1994 to 1996, Mr. Baltimore was Vice President, Business Development for Host Marriott Services (a spinoff entity from Host Marriott Corporation). Mr. Baltimore also worked for Marriott Corporation from 1988 to 1989 and from 1991 to 1993, holding various positions in the company. Prior to his employment with Marriott, Mr. Baltimore was a staff auditor for Price Waterhouse. Mr. Baltimore earned a B.S. degree from the McIntire School of Commerce at the University of Virginia in 1985 and an M.B.A. from the Colgate Darden Graduate School of Business Administration at the University of Virginia in 1991. He serves on the Urban Land Institute's Hotel Development Council and the Hilton Hotel Corporation's Owner's Advisory Board, and was recently elected to the Marriott Inns National Association Board. Mr. Baltimore was a recipient of the 1997 Baume & Mercier/Forbes magazine award recognizing "Ten Rising Business Stars of Our Time."~~

~~Integra LifeSciences Holdings Corporation, a world leader in regenerative medicine, is dedicated to improving the quality of life for patients through the development, manufacturing, and marketing of cost effective surgical implants and medical instruments. Our products are used primarily in neurosurgery, extremity reconstruction, orthopedics and general surgery to treat millions of patients every year. Integra's headquarters are in Plainsboro, New Jersey, and we have research and manufacturing facilities throughout the world. Please visit our website at (<http://www.Integra-LS.com>).~~

~~CONTACT: Integra LifeSciences Holdings Corporation
John B. Henneman, III, Executive Vice President
Chief Administrative Officer
(609) 936-2481
jhenneman@integra-ls.com
John Bostjancic, Vice President, Corporate Development
(609) 936-2239
jbostjancic@integra-ls.com~~

