
**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): December 18, 2008

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

0-26224

(Commission File Number)

51-0317849

(IRS Employer Identification No.)

**311 Enterprise Drive
Plainsboro, NJ**

(Address of Principal Executive Offices)

08536

(Zip Code)

Registrant's telephone number, including area code: **(609) 275-0500**

Not Applicable

(Former name or former address if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On December 18, 2008, Integra LifeSciences Holdings Corporation (the "Company") entered into indemnification agreements with non-employee directors, executive officers and the General Counsel.

The form of Indemnification Agreement for Non-Employee Directors and Officers is attached hereto as Exhibit 10.1 and is incorporated herein by reference. In addition, the Company intends to use this form if it enters into indemnification agreements in the future with any non-employee directors or officers.

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

(e)

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

On December 18, 2008, the Company and Gerard S. Carozzi, the Company's Executive Vice President and Chief Operating Officer, entered into Amendment 2008-2 (the "Carozzi Amendment") to Mr. Carozzi's Amended and Restated Employment Agreement with the Company, dated as of December 19, 2005 (the "Carozzi Employment Agreement"). In addition, on December 18, 2008, the Company and John B. Henneman, III, the Company's Executive Vice President, Finance and Administration, and Chief Financial Officer, entered into Amendment 2008-2 (the "Henneman Amendment") to Mr. Henneman's Amended and Restated Employment Agreement with the Company, dated as of December 19, 2005 (the "Henneman Employment Agreement") (collectively, the Carozzi Employment Agreement and the Henneman Employment Agreement, the "Employment Agreements"). The terms of the Carozzi Amendment and the Henneman Amendment (collectively, the "Amendments") extend the term of each of Mr. Carozzi's employment and Mr. Henneman's employment until January 4, 2011.

In addition, the Amendments provide that both Mr. Carozzi and Mr. Henneman (collectively, the "Executives") will receive (i) a base salary of \$475,000 for 2009 and \$500,000 for 2010, (ii) an annual bonus opportunity for each of 2009 and 2010 equal to 50% of annual base salary and (iii) 88,877 restricted stock units to be granted on December 18, 2008, of which 83,846 units represent the signing equity-based award and 5,031 units represent the equity-based award for 2008 performance. The restricted stock unit grants for each Executive will, subject to the Executive'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 the Executive's employment by the Company without "Cause" or by the Executive for "Good Reason," (ii) a "Change in Control" of the Company, (iii) a "Disability Termination," each as defined in the Employment Agreements, or (iv) the Executive's death. The shares underlying the units will be paid out within the 30 day period immediately following the six month anniversary after the Executive's separation from service with the Company.

The restricted stock unit grants will include certain dividend equivalent rights.

The foregoing description of the Amendments is qualified in its entirety by reference to the copies of the Amendments which are attached as Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K and are incorporated by reference herein. In all other respects not amended, the Employment Agreements remain in full force and effect.

PRESIDENT AND CHIEF EXECUTIVE OFFICER BASE SALARY INCREASE AND BONUS MATTER

On December 18, 2008, the Compensation Committee of the Board of Directors of the Company increased the annual base salary of Stuart Essig, the Company's President and Chief Executive Officer, from \$600,000 to \$650,000. The base salary increase will be effective January 1, 2009. At Mr. Essig's request, the Compensation Committee agreed not to award Mr. Essig a cash bonus for 2008.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Form of Indemnification Agreement for Non-Employee Directors and Officers
10.2	Amendment 2008-2, dated December 18, 2008, to Mr. Carlozzi's Amended and Restated Employment Agreement between the Company and Mr. Carlozzi
10.3	Amendment 2008-2, dated December 18, 2008, 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 Mr. Carlozzi and Mr. Henneman

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: December 24, 2008

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

Exhibit Index

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**FORM OF
INDEMNIFICATION AGREEMENT FOR
NON-EMPLOYEE DIRECTORS AND OFFICERS**

This Indemnification Agreement ("Agreement") is made as of _____, ____ by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and _____ ("Indemnitee"). This Agreement supersedes and replaces any and all previous agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, directors, officers, and other persons in service to publicly-held corporations and other business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the corporation or business enterprise itself;

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or in other capacities unless they are provided with adequate protection through insurance and indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals to serve the Company, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect such persons; however, the Board recognizes that although the furnishing of such insurance has been a customary and widespread practice among U.S. corporations and other business enterprises, given current market conditions and trends, such insurance may be available in the future only at higher premiums and with more exclusions;

WHEREAS, the General Corporation Law of the State of Delaware (the "DGCL") permits, and the By-laws of the Company require, indemnification of the officers and directors of the Company; each expressly provides that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, in light of uncertainties relating to such insurance and to indemnification and the resulting difficulty of attracting and retaining persons to serve the Company, the Board has determined that the best interests of the Company and its stockholders would be served by assuring such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company to obligate itself contractually to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, although this Agreement is a supplement to and in furtherance of the By-laws of the Company (and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder), Indemnitee does not regard the protection available under the Company's By-laws and insurance as adequate in the present circumstances, and may not be willing to serve (or continue to serve) as an officer or director without adequate protection, and the Company desires Indemnitee to serve and continue to serve in such capacity.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees to serve, or continue to serve, as a director, officer, employee and Agent (as defined below) of the Company and/or, as applicable, its subsidiaries and any Enterprise (as defined below). Indemnitee may at any time and for any reason resign from any such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any such subsidiary or Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Company's Certificate of Incorporation, the Company's By-laws and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as a director, officer, employee and Agent of the Company or any of its subsidiaries or other Enterprise as provided in Section 16 hereof.

Section 2. Certain Definitions. As used in this Agreement:

(a) "Agent" shall mean any person who is or was a director, officer or employee of the Company or other person authorized by the Company to act for the Company, to include any person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other Enterprise (including any subsidiary of the Company) at the request of, for the convenience of, or to represent the interests of the Company.

(b) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

i. *Acquisition of Stock by Third Party*. Any Person (as defined below), other than Richard E. Caruso, Ph.D., Provco Leasing Corporation or Tru St Partnership, L.P., is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities;

ii. *Change in Board of Directors*. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv) hereof) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

iii. *Corporate Transactions*. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

iv. *Liquidation*. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

v. *Other Events*. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; *provided, however*, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) 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.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; *provided, however*, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(c) "Corporate Status" describes the status of a person who is or was a director, officer, employee or Agent of the Company or any other corporation, limited liability company, partnership or joint venture, trust, employee benefit plan or other Enterprise, in which capacity such person is or was serving at the request of, for the convenience of, or to represent the interests of the Company.

(d) "Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (including any subsidiary of the Company) of which Indemnitee is or was serving as a director, officer, employee or Agent at the request of, for the convenience of, or to represent the interests of the Company.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with or as a result of prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include, without limitation: (i) expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d), expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee's right to indemnification under this Agreement, or of other indemnitees under similar indemnification agreements with the Company), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any law firm or member of a law firm who, under the applicable standards of professional conduct, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to indemnify such counsel fully against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(h) The term "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution process, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise, and whether of a civil, criminal, administrative, regulatory, legislative or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or could be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or Agent of the Company and/or any other Enterprise, by reason of any action taken by him or of any action on his part while acting as a director, officer, employee or Agent of the Company and/or such other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, such situation shall be considered a Proceeding under this paragraph.

(i) References to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or Agent of the Company that imposes duties on, or involves services by, such director, officer, employee or Agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company and, in the case of a criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Company's Certificate of Incorporation, its By-Laws, vote of its stockholders or Disinterested Directors (or any committee thereof), or applicable law.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; *provided, however*, that no indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses that the Delaware Court of Chancery or such other court deems proper.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partially Successful. To the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all applicable claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness. To the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of his Corporate Status, a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4, or 5 hereof, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding.

(b) For purposes of Section 8(a), the meaning of the phrase “to the fullest extent permitted by applicable law” shall include, but not be limited to, the following:

i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a Delaware corporation may indemnify its directors, officers, employees, and Agents of the Company or any of its subsidiaries.

Section 9. Exclusions. Notwithstanding any other provision in this Agreement, the Company shall not be obligated to indemnify Indemnitee in connection with any claim against Indemnitee:

(a) to the extent that payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (as amended, the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or such part of such Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; *provided, however*, that this provision shall not apply to any claims related to the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement by litigation or otherwise, including as provided in Sections 10 and 14(d) hereof.

Section 10. Advances of Expenses. In furtherance and not in limitation of the provisions of Section 6.02 of the By-laws of the Company, and notwithstanding any other provision of this Agreement to the contrary, the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking by Indemnitee to repay (without interest) the amounts advanced to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company, and no other form of undertaking shall be required from Indemnitee other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is otherwise excluded pursuant to Section 9.

Section 11. Procedure for Notification and Defense of Claim.

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof or Indemnitee's becoming aware thereof (the "Indemnification Notice"). The Indemnification Notice shall include a description of the nature of the Proceeding and the facts underlying the Proceeding, in each case to the extent known to Indemnitee. To obtain indemnification under this Agreement, Indemnitee shall also submit to the Company such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The omission by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee under this Agreement or otherwise, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of the Indemnification Notice, advise the Board in writing that Indemnitee has requested indemnification and/or advancement of Expenses.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

Section 12. Procedure Upon Application for Indemnification.

(a) Upon delivery of the Indemnification Notice by Indemnitee under Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made with respect to such request as follows: (i) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (iii) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (iv) if so directed by the Board, by the stockholders of the Company; *provided, however*, that, notwithstanding the foregoing, in all cases, Indemnitee shall have the option, but not the obligation, to require, by delivery of a written request to the Company, that the determination with respect to Indemnitee's entitlement to indemnification hereunder be made by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee (in which case such request shall be made prior to any determination by the Disinterested Directors (or any committee thereof) or prior to the submission of such matter to a vote by the stockholders of the Company).

(b) If it is determined pursuant to Section 12(a) hereof that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance written request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(c). If a Change in Control shall have occurred or if Indemnitee otherwise elects to require determination with respect to Indemnitee's entitlement to indemnification hereunder to be made by Independent Counsel, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the following sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. If a Change in Control shall not have occurred and the determination with respect to Indemnitee's entitlement to indemnification hereunder is to be made by Independent Counsel pursuant to Section 12(a)(iii), or if Indemnitee shall otherwise request, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2(g) of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and (ii) the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination (including, without limitation, any Independent Counsel) shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted an Indemnification Notice in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination, at any time prior to the commencement of any action pursuant to this Agreement, as to whether indemnification is proper in the circumstances because Indemnitee has or has not met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 14(e) (which section allows determination regarding Indemnitee's entitlement to indemnification under this Agreement to be deferred until following the final disposition of the Proceeding), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the Indemnification Notice from Indemnitee therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; *provided, however*, that such sixty (60)-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; *provided, further*, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) in and of itself adversely affect the right of Indemnitee to indemnification or create a presumption (i) that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, or (ii) that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise, or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other director, officer, Agent or employee of the Company or any other Enterprise shall not be imputed to Indemnitee for purposes of determining Indemnitee's right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Subject to Section 14(e) (which section allows determination regarding Indemnitee's entitlement to indemnification under this Agreement to be deferred until following the final disposition of the Proceeding), in the event that:

i. a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement;

ii. advancement of Expenses is not timely made pursuant to Section 10 of this Agreement;

iii. no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the Indemnification Notice, as provided in Section 13(b);

iv. payment of indemnification is not made pursuant to Section 5, 6 or 7, or the last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor;

v. payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification; or

vi. the Company or any other person or Enterprise takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder,

then, in any such event, Indemnitee shall be entitled to an adjudication by a court of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); *provided, however*, that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a *de novo* trial or arbitration on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification and advancement shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation, the Company's By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by virtue of this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains any insurance policy providing liability insurance for directors, officers, employees, or Agents of the Company or any other Enterprise, Indemnitee shall be covered by such policy in accordance with its terms to the maximum extent of the coverage available for any such director, officer, employee or Agent under such policy. If, at the time of the receipt of an Indemnification Notice pursuant to the terms hereof, the Company has director and officer liability or similar insurance (“D&O Insurance”) in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the applicable insurers in accordance with the procedures set forth in the applicable policy. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of each such policy.

(c) In the event (i) that the Company determines to reduce materially or not to renew its D&O Insurance coverage, the Company will purchase six (6) year tail coverage D&O Insurance, on terms and conditions substantially similar to the existing D&O Insurance (“Comparable Coverage”), for the benefit of the directors, officers, employees or Agents of the Company or any other Enterprise who had served in such capacity prior to the reduction, termination or expiration of the coverage (the “Prior Directors and Officers”); or (ii) of a Change in Control, the Company will either (A) purchase six (6) year tail coverage D&O Insurance with Comparable Coverage for the benefit of the directors, officers, employees or Agents of the Company or any other Enterprise who had served in such capacity prior to the closing of the transaction or the occurrence of the event constituting the Change in Control, and/or (B) as applicable, secure the contractual agreement by the acquiring entity or person to purchase such coverage and require the acquiring entity or person to deliver proof of the purchase of such coverage, in form and substance satisfactory to the Company, at or prior to the closing of the transaction or the occurrence of the event constituting the Change in Control; *provided, however*, that this clause (ii) shall not apply if, in connection with the Change in Control, there is no material reduction or non-renewal of the existing D&O Insurance coverage for the benefit of the directors, officers, employees or Agents of the Company or any other Enterprise who served in such capacity prior to the closing of the transaction or the occurrence of the event constituting the Change in Control for the six (6) year period following the date of such closing or event. Notwithstanding the foregoing, if the annual premium for any year of such tail coverage or other continuing D&O Insurance coverage would exceed 200% of the annual premium the Company paid for D&O Insurance in its last full fiscal year prior to the reduction, termination or expiration of the D&O Insurance or such Change in Control event, the Company (or the acquiror or successor, as the case may be) will be deemed to have satisfied its obligations under this Section 15(c) by purchasing as much D&O Insurance for such year as can be obtained for a premium equal to 200% of such annual premium the Company paid for D&O Insurance in its last full fiscal year.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (including Expenses for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) The Company’s obligation to indemnify or to advance Expenses hereunder to Indemnitee in connection with any claim related to Indemnitee’s service as a director, officer, employee or Agent of any Enterprise other than the Company shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other Enterprise.

Section 16. Duration of Agreement. This Agreement shall continue in full force and effect until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a director, officer, employee, and/or Agent of the Company or any other Enterprise, and (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Indemnitee and his heirs, representatives, executors and administrators.

Section 17. Amendments to By-laws. Any amendments to the By-laws of the Company that purport to reduce or eliminate indemnification rights of Indemnitee thereunder shall have no effect with respect to this Agreement, and Indemnitee shall continue to have all of the rights and benefits of this Agreement despite any such amendments to the By-laws. However, if the By-laws of the Company are amended to provide for greater indemnification rights or privileges, this Agreement shall not be construed so as to limit Indemnitee's rights and privileges to the terms hereof, and Indemnitee shall be entitled to the full benefit of any such additional rights and privileges.

Section 18. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 19. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, officer, employee and/or Agent of the Company and/or one or more other Enterprises, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director, officer, employee and/or Agent of the Company and/or any of such other Enterprises.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; *provided, however*, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation of the Company, the By-laws of the Company, any D&O Insurance policy maintained by the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 20. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 21. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter that is or may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise.

Section 22. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed, or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

If to Indemnitee:

at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company in writing.

If to the Company to:

Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, New Jersey 08536
Attention: General Counsel

or to any other address as may have been furnished to Indemnitee by the Company in writing.

Section 23. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or Expenses, in connection with any Proceeding or other claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding or other claim in order to reflect (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (b) the relative fault of the Company (and its directors, officers, employees and Agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 24. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (c) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, Corporation Service Company irrevocably as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (d) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (e) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 25. Construction

(a) The section and subsection headings contained in this Agreement are solely for the purpose of reference and convenience, are not part of the agreement of the parties, and shall not in any way limit, modify or otherwise affect the meaning or interpretation of this Agreement.

(b) References to “Sections” or “Articles” refer to corresponding Sections or Articles of this Agreement unless otherwise specified.

(c) Unless the context requires otherwise, the words “include,” “including” and variations thereof mean without limitation, the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms refer to this Agreement as a whole and not any particular section or article in which such words appear, and any reference to a law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder.

(d) Unless the context requires otherwise, words in the singular include the plural, words in the plural include the singular, and words importing any gender shall be applicable to all genders.

Section 26. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. This Agreement may be executed and delivered by facsimile or email transmission of a file in “.pdf” or similar format and upon such delivery, each signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: _____

Name:

Title:

(INDEMNITEE)

Printed Name:

Address:

**AMENDMENT 2008-2
TO THE
AMENDED AND RESTATED 2005 EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of December 18, 2008, between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company") and Gerard S. Carozzi ("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, 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, the Company and Executive desire to amend the Employment Agreement to extend the term of Executive's employment and to modify certain other provisions of the Employment Agreement; 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 December 18, 2008, the Employment Agreement shall be amended as follows:

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

"provided, however, that, notwithstanding the foregoing, in no event will a change in Executive's position to any other executive-level position reporting directly to the Chief Executive Officer of the Company constitute Good Reason for purposes of this Agreement."

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

"2. **Employment.** The Company hereby employs Executive as 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. Notwithstanding the foregoing, the Board may, in its discretion at any time during the employment term, change Executive's position (including title) to another executive-level position reporting directly to the Chief Executive Officer of the Company, and in the event that the Board does so, Executive agrees to render services to the Company in such capacity 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 Chief Executive Officer."

3. 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, 2011.”

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

“5. **Compensation.** Currently, the Company compensates Executive at a base salary of \$450,000 per year (the “Base Salary”). Effective January 1, 2009, the Company shall compensate Executive for his services at a Base Salary of \$475,000 per year, and effective January 1, 2010, the Company shall compensate Executive for his services at a Base Salary of \$500,000 per year. 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.”

5. Section 6 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

“6. **Bonus Opportunity.** For the Company’s 2008 fiscal year, Executive shall have the opportunity to receive an annual performance bonus targeted at 40% of Executive’s Base Salary, and effective commencing with the Company’s 2009 fiscal year, Executive shall have the opportunity to receive an annual performance bonus targeted at 50% of Executive’s Base Salary, in each case based upon the satisfaction of certain performance objectives as determined by the Compensation Committee of the Board (the “Compensation Committee”), in its sole discretion.”

6. Section 8 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

“8. **Equity Compensation.**

(a) **Stock Options and Other 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. Equity-based awards granted to Executive shall be subject to accelerated vesting as follows:

(i) Performance stock awards granted prior to December 18, 2008, stock options and stock appreciation rights shall vest in full upon a Change in Control, Executive’s termination of employment without Cause, for Good Reason, Disability or death; and

(ii) Equity-based incentive awards granted on or after December 18, 2008 that are structured to qualify as “performance-based compensation” (as described in Section 162(m)(4)(C) of the Code) (other than stock options and stock appreciation rights, which shall be subject to accelerated vesting in accordance with Section 8(a)(i) above) shall vest in full upon a Change in Control.

- (b) Restricted Units. On or about December 18, 2008, the Company shall grant to Executive an award in the form of contract stock for 88,877 shares of the Company’s common stock (the “2008 Restricted Units”) pursuant to the Company’s Amended and Restated 2003 Equity Incentive Plan and the terms and conditions set forth in the Contract Stock/Restricted Units Agreement substantially in the form attached as Exhibit A hereto (the “2008 Restricted Units Agreement”). The parties hereby acknowledge and agree that the 2008 Restricted Units award consists of both a signing award bonus and an annual equity-based award with respect to the Company’s 2008 fiscal year, and that Executive shall not be entitled to receive an additional equity-based award with respect to 2008 performance. The shares underlying the 2008 Restricted Units shall be delivered to Executive in accordance with the terms of the 2008 Restricted Units 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.”

7. Subsection 12(a) of the Employment Agreement is hereby amended in its entirety to read as follows:

“(a) Termination without Salary Continuation. In the event (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.”

8. The first paragraph of Subsection 12(b) of the Employment Agreement (excluding clauses (1) through (3) of such subsection) is hereby amended 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 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, then the Company shall:”

9. The first paragraph of Subsection 12(c) of the Employment Agreement (excluding clauses (1) through (5) of such subsection) is hereby amended 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 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, then the Company shall:”

10. Clauses (2) and (3) of Subsection 12(c) of the Employment Agreement are hereby amended by substituting the phrase “December 19, 2012” for the phrase “the fifth anniversary of the date of this Agreement” where the latter appears therein.

11. The following new Subsection 12(f) is hereby added to the Employment Agreement:

“(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.”

12. Subsection 17(i) of the Employment Agreement is hereby amended by substituting the following for the Executive’s address where such address appears therein:

“Gerard S. Carlozzi
c/o Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, New Jersey 08536”

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

[Signature page follows]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2008-2, effective as of the date set forth above.

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

By: /s/ Stuart M. Essig

Name: Stuart M. Essig

Title: President and Chief Executive Officer

EXECUTIVE

/s/ Gerard S. Carlozzi

Gerard S. Carlozzi

EXHIBIT A

[2008 Restricted Units Agreement]

**AMENDMENT 2008-2
TO THE
AMENDED AND RESTATED 2005 EMPLOYMENT AGREEMENT**

THIS AMENDMENT, dated as of December 18, 2008, 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, 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, the Company and Executive desire to amend the Employment Agreement to extend the term of Executive's employment and to modify certain other provisions of the Employment Agreement; 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 December 18, 2008, the Employment Agreement shall be amended as follows:

1. In the first paragraph under the heading entitled "Background" on page 1 of the Employment Agreement, the words "Chief Administrative Officer" are hereby replaced with the words "Chief Financial Officer."

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

"2. **Employment.** The Company hereby employs Executive as Chief Financial 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 Chief Executive Officer."

3. 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, 2011.”

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

“5. **Compensation.** Currently, the Company compensates Executive at a base salary of \$450,000 per year (the “Base Salary”). Effective January 1, 2009, the Company shall compensate Executive for his services at a Base Salary of \$475,000 per year, and effective January 1, 2010, the Company shall compensate Executive for his services at a Base Salary of \$500,000 per year. 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.”

5. Section 6 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

“6. **Bonus Opportunity.** For the Company’s 2008 fiscal year, Executive shall have the opportunity to receive an annual performance bonus targeted at 40% of Executive’s Base Salary, and effective commencing with the Company’s 2009 fiscal year, Executive shall have the opportunity to receive an annual performance bonus targeted at 50% of Executive’s Base Salary, in each case based upon the satisfaction of certain performance objectives as determined by the Compensation Committee of the Board (the “Compensation Committee”), in its sole discretion.”

6. Section 8 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

“8. **Equity Compensation.**

(a) **Stock Options and Other 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. Equity-based awards granted to Executive shall be subject to accelerated vesting as follows:

(i) Performance stock awards granted prior to December 18, 2008, stock options and stock appreciation rights shall vest in full upon a Change in Control, Executive’s termination of employment without Cause, for Good Reason, Disability or death; and

(ii) Equity-based incentive awards granted on or after December 18, 2008 that are structured to qualify as “performance-based compensation” (as described in Section 162(m)(4)(C) of the Code) (other than stock options and stock appreciation rights, which shall be subject to accelerated vesting in accordance with Section 8(a)(i) above) shall vest in full upon a Change in Control.

- (b) Restricted Units. On or about December 18, 2008, the Company shall grant to Executive an award in the form of contract stock for 88,877 shares of the Company's common stock (the "2008 Restricted Units") pursuant to the Company's Amended and Restated 2003 Equity Incentive Plan and the terms and conditions set forth in the Contract Stock/Restricted Units Agreement substantially in the form attached as Exhibit A hereto (the "2008 Restricted Units Agreement"). The parties hereby acknowledge and agree that the 2008 Restricted Units award consists of both a signing award bonus and an annual equity-based award with respect to the Company's 2008 fiscal year, and that Executive shall not be entitled to receive an additional equity-based award with respect to 2008 performance. The shares underlying the 2008 Restricted Units shall be delivered to Executive in accordance with the terms of the 2008 Restricted Units 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."

7. Subsection 12(a) of the Employment Agreement is hereby amended in its entirety to read as follows:

- "(a) Termination without Salary Continuation. In the event (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."

8. The first paragraph of Subsection 12(b) of the Employment Agreement (excluding clauses (1) through (3) of such subsection) is hereby amended 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 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, then the Company shall:"

9. The first paragraph of Subsection 12(c) of the Employment Agreement (excluding clauses (1) through (5) of such subsection) is hereby amended 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 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, then the Company shall:”

10. Clauses (2) and (3) of Subsection 12(c) of the Employment Agreement are hereby amended by substituting the phrase “December 19, 2012” for the phrase “the fifth anniversary of the date of this Agreement” where the latter appears therein.

11. The following new Subsection 12(f) is hereby added to the Employment Agreement:

“(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.”

12. Subsection 17(i) of the Employment Agreement is hereby amended by substituting the following for the Executive’s address where such address appears therein:

“John B. Henneman, III
c/o Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, New Jersey 08536”

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

[Signature page follows]

IN WITNESS WHEREOF, Company and Executive agree to the terms of the foregoing Amendment 2008-2, 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 A

[2008 Restricted Units Agreement]

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

AGREEMENT, dated as of December 18, 2008, by and between Integra LifeSciences Holdings Corporation, a Delaware corporation (the "Company"), and [_____] ("Executive").

WHEREAS, the Company and Executive previously entered into that certain Amended and Restated 2005 Employment Agreement, dated as of December 19, 2005, as amended by Amendment 2008-1 to the Amended and Restated 2005 Employment Agreement;

WHEREAS, as of December 18, 2008, the Company and Executive have entered into an Amendment 2008-2 to the Amended and Restated 2005 Employment Agreement (such Amended and Restated 2005 Employment Agreement, as so amended being hereinafter called the "Employment Agreement"), on the terms and conditions set forth and described therein;

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 restricted units (the "Units") representing an equal number of shares of restricted common stock of the Company, par value \$.01 per share ("Common Stock"), on the terms set forth herein;

WHEREAS, the grant of Units and restricted Common Stock hereunder is being made under the Integra LifeSciences Holdings Corporation 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 meaning set forth in the Employment Agreement or the 2003 Plan, as applicable, unless otherwise indicated.

2. Grant of Units. Pursuant to Section 8(b) of the Employment Agreement, Executive is hereby granted, as of December 18, 2008 (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-half ($1/2$) of the Units shall vest on the first anniversary of the Grant Date; and

(ii) One-half ($1/2$) of the Units shall vest on the second 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 the Company without "Cause" (as defined in Section 1(c) of the Employment Agreement), (2) by the Executive for "Good Reason" (as defined in Section 1(h) of the Employment Agreement), (3) by reason of a "Disability" (as defined in Section 1(g) of the Employment Agreement), or (4) by reason of the Executive's death; or

(ii) a "Change in Control" (as defined in the Employment Agreement) that 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 not listed in Section 3(b)(i) above, 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 registered on the Company Registration Statement, 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 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 vesting, distribution or payment of the Units or the Unit Shares. In satisfaction of the foregoing requirement with respect to the distribution or payment of the Units, the Company shall withhold shares of Common Stock otherwise issuable in such distribution 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 issuance of shares of Common Stock in payment of the Units 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, and that the Company will file a Hart Scott Rodino application with respect to Executive on a timely basis, if necessary, in connection with the acquisition of Unit Shares by Executive under this Agreement.

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.

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:

[_____]
c/o Integra LifeSciences Holdings Corporation
311 Enterprise Drive
Plainsboro, NJ 08536
Facsimile: 609-275-9006

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 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 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

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