

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): October 30, 2006

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

Delaware	0-26224	51-0317849
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

311 Enterprise Drive
Plainsboro, NJ 08536
(Address of principal executive offices) (Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report)

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

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

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On October 30, 2006, Integra LifeSciences Holdings Corporation (the "Company") entered into amendments to the agreements governing the restricted unit grants made in 2000 and 2004 to Stuart Essig, the Company's President and Chief Executive Officer. These amendments were entered into as a result of the enactment of Section 409A to the Internal Revenue Code of 1986, as amended, and the proposed regulations thereunder.

2000 Grant Amendment

The following is a summary of the material changes to the Amendment 2006-1, dated as of October 30, 2006 (the "2000 Grant Amendment"), to the Stuart M. Essig Restricted Units Agreement dated as of December 22, 2000:

Ability to Defer Delivery: Previously, Mr. Essig had the right to defer the delivery of the 500,000 shares of common stock deliverable on March 4, 2008 until June 30, 2025 on as many occasions as he desired by giving written notice no less than six months prior to the next scheduled delivery date for the shares. Under the 2000 Grant Amendment, Mr. Essig may defer the receipt of the shares to a later date if the election to defer is made at least 12 months prior to the date the shares are scheduled to be delivered, the new delivery date is no sooner than five years from the date the shares were scheduled to be delivered and the new election is irrevocable, but shall not become effective for 12 months after the date the election is made. However, if the election to

defer is made by December 31, 2007, the above requirements shall not apply and Mr. Essig may choose any delivery date after December 31, 2007. If the election to defer delivery is made after December 31, 2007, the delivery date may be delayed as many times as Mr. Essig desires, provided that the latest an election may be made is June 30, 2020 and the latest the delivery date can be is June 30, 2025.

Delivery upon a Change in Control: Previously, if a change in control occurred, Mr. Essig had the right to elect to receive the delivery of the shares on any date he elected. The 2000 Grant Amendment provides for immediate delivery on a change in control so long as the change in control meets the requirements of Section 409A(a)(2)(v) of the Internal Revenue Code.

2004 Grant Amendment

The following is a summary of the material changes to the Amendment 2006-1, dated as of October 30, 2006 (the "2004 Grant Amendment"), to the Stuart M. Essig Contract Stock/Restricted Units Agreement dated as of July 27, 2004:

Date of Delivery: Previously, the 750,000 shares of common stock underlying the restricted units granted in 2004 was to be delivered on the first business day following the date Mr. Essig's employment terminated, unless the shares were previously delivered upon a change in control of Integra or certain tax events under the agreement. In addition, if Mr. Essig was terminated for cause prior to December 31, 2009, the shares would have been distributed in January 2017. The 2004 Grant Amendment provides that the shares shall be paid out as soon as administratively practicable on or after the first business day that occurs immediately following the 6-month period after the date of Mr. Essig's separation from service from Integra.

Ability to Defer Delivery: Mr. Essig previously had a one-time opportunity to make an election to further defer the delivery of the shares if the new delivery date was not beyond June 20, 2029, the election was made at least 12 months prior to the distribution date and the new delivery date was no sooner than 5 years from the date the shares were scheduled to be delivered. The 2004 Grant

Amendment requires that this one-time opportunity to defer must take place before the end of 2007. The 2004 Grant Amendment further provides that the delivery of the shares will be on the later of separation from service or the specified date elected.

Delivery upon a Change in Control: Previously, if a change in control occurred, the timing of the delivery of shares would have been governed by the terms of Mr. Essig's employment agreement, which provides for delivery of the shares on the date of the change in control, unless legislation requires a later delivery. The 2004 Grant Amendment provides for immediate delivery on a change in control if a change in control occurs prior to the termination of Mr. Essig's employment and the date designated by Mr. Essig, if any, pursuant to the preceding paragraph, so long as the change in control meets the requirements of Section 409A(a)(2)(v) of the Internal Revenue Code.

Copies of the 2000 Grant Amendment and the 2000 Grant Amendment are attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item.

ITEM 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

(a) On October 30, 2006, the Board of Directors of the Company amended the Company's Amended and Restated By-Laws to change the vote standard for the election of directors from a plurality to a majority of votes cast in uncontested elections. A majority of the votes cast means that the number of shares voted "for" a director must exceed the number of votes cast "against" that director. In contested elections where the number of nominees exceeds the number of directors to be elected, the vote standard will continue to be a plurality of votes cast.

In addition, if a nominee who already serves as a director is not elected, the director shall offer to tender his or her resignation to the Board of Directors. The Nominating and Corporate Governance Committee will make a recommendation to the Board on whether to accept or reject the resignation, or whether other action should be taken. The Board will act on the Committee's recommendation and publicly disclose its decision and the rationale behind it within 90 days from the date of the certification of the election results. The director who tenders his or her resignation will not participate in the Board's decision.

The Amended and Restated By-Laws of the Company, as amended on October 30, 2006, are attached as Exhibit 3.1 to this Current Report on Form 8-K.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit Number	Description of Exhibit
3.1	Amended and Restated By-Laws of Integra LifeSciences Holdings Corporation, as amended October 30, 2006
10.1	Amendment 2006-1, dated as of October 30, 2006, to the Stuart M. Essig Restricted Units Agreement dated as of December 22, 2000
10.2	Amendment 2006-1, dated as of October 30, 2006, to the Stuart M. Essig Contract Stock/Restricted Units Agreement dated as of July 27, 2004

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: November 3, 2006

By: /s/ Stuart M. Essig

Stuart M. Essig
President and Chief Executive Officer

Exhibit Index

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AMENDED AND RESTATED BY-LAWS

of

INTEGRA LIFESCIENCES HOLDINGS CORPORATION

(A Delaware Corporation)

ARTICLE 1

OFFICES

Section 1.01 Offices. The Corporation may have offices at such places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

MEETINGS OF STOCKHOLDERS

Section 2.01 Place of Meeting. Meetings of the stockholders shall be held at such place, within the State of Delaware or elsewhere; as may be fixed from time to time by the Board of Directors. If no place is so fixed for a meeting, it shall be held at the Corporation's then principal executive office.

Section 2.02 Annual Meeting. The annual meeting of stockholders shall be held, unless the Board of Directors shall fix some other hour or date therefor, at nine o'clock A.M. on the first Monday of May in each year, if not a legal holiday under the laws of Delaware, and, if a legal holiday, then on the next succeeding secular day not a legal holiday under the laws of Delaware, at which the stockholders shall elect a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 2.03 Notice of Annual Meetings. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.04 List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be so specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.05 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board or the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.06 Notice of Special Meetings. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than 10 days nor more than 60 days before the date of the meeting.

Section 2.07 Quorum; Voting. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by

proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At any meeting of stockholders (at which a quorum is present to organize the meeting), all matters, except as otherwise provided by applicable law, pursuant to any regulation applicable to the Corporation or its securities or by the Certificate of Incorporation or by these By-Laws (including the election of directors), shall be decided by the affirmative vote of a majority in voting power of shares present in person or represented by proxy and entitled to vote thereon. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no shares shall be voted pursuant to a proxy more than three years after the date of the proxy unless the proxy provides for a longer period. The Board of Directors may by resolution establish a method for stockholders to cast their vote by a secure electronic method.

Section 2.08 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of

signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days after the earliest dated consent delivered in the manner required by this Section to the corporation, written consents signed by a sufficient number of stockholders to take action are delivered in the manner required by this Section to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE 3
DIRECTORS

Section 3.01 Number and Term of Office. The number of directors of the Corporation shall be not less than three nor more than thirteen, as designated from time to time by resolution of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.02 hereof. Except as provided in Section 3.02 hereof, each director shall be elected by the vote of the majority of the votes cast with respect to the director, provided that if the number of nominees exceeds the number of directors to be elected, the directors shall be elected by the vote of a plurality of the votes cast. For purposes of this Section, a majority of the votes cast means that the number of shares voted "for" a director must exceed the number of votes cast "against" that director. If a director is not elected, the director shall offer to tender his or her resignation to the Board of Directors. The Nominating and Corporate Governance Committee will make a recommendation to the Board of Directors on whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will act on the Committee's recommendation and publicly disclose its decision and the rationale behind it within 90 days from the date of the certification of the election results. The director who tenders his or her resignation will not participate in the Board of Directors' decision. Directors shall hold office until the next annual meeting of stockholders and until their successors shall be duly elected and qualified or until their earlier death, resignation or removal. Directors need not be stockholders. If, for any cause, the Board of Directors shall not have been elected at an annual meeting of stockholders, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these By-Laws.

Section 3.02 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10 percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3.03 Resignations. Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President, or the Secretary. Such resignation shall take effect at the time of receipt thereof or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.04 Direction of Management. The business of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 3.05 Place of Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 3.06 Annual Meeting. Immediately after each annual election of directors, the Board of Directors shall meet for the purpose of organization, election of officers, and the transaction of other business, at the place where such election of directors was held or, if notice of such meeting is given, at the place specified in such notice. Notice of such meeting need not be given. In the absence of a quorum at said meeting, the same may be held at any other time and place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by the directors, if any, not attending and participating in the meeting.

Section 3.07 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

Section 3.08 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, or the President on 2 days' notice to each director; either personally (including telephone), or in the manner specified in Section 4.01; special meetings shall be called by the Chairman of the Board, or the President or the Secretary in like manner and on like notice of the written request of two directors.

Section 3.09 Quorum; Voting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business; and at all meetings of any committee of the Board of Directors, a majority of the members of such committee shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting of the Board of Directors or any committee thereof at which there is a quorum present shall be the act of the Board of Directors or such committee, as the case may be, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors or committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may

be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.11 Participation in Meetings. One or more directors may participate in any meeting of the Board of Directors or committee thereof by means of conference telephone or similar communications equipment by which all persons participating can hear each other.

Section 3.12 Committees of Directors. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise all of the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution providing for the issuance of shares of stock adopted by the Board of Directors, fix any preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the By-Laws of the Corporation; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when requested.

Section 3.13 Compensation of Directors. Each director shall be entitled to receive such compensation, if any, as may from time to time be fixed by the Board of Directors. Members of special or standing committees may be allowed like compensation for attending committee meetings. Directors may also be reimbursed by the Corporation for all reasonable expenses incurred in traveling to and from the place of each meeting of the Board of Directors or of any such committee or otherwise incurred in the performance of their duties as directors. No payment referred to herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE 4 NOTICES

Section 4.01 Notices. Whenever, under the provisions of law or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or stockholder, such requirement shall not be construed to necessitate personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid,

sealed wrapper, or by dispatching a prepaid telegram, cable, teletype or telex or by delivering a writing in a sealed wrapper prepaid to a courier service guaranteeing delivery within 2 business days, in each case addressed to such director or stockholder, at his address as it appears on the records of the Corporation in the case of a stockholder and at his business address (unless he shall have filed a written request with the Secretary that notices be directed to a different address) in the case of a director. Such notice shall be deemed to be given at the time it is so dispatched. Notice to directors may be given by electronic transmission or facsimile. Except as otherwise provided by Delaware law, notice to stockholders may also be given by a form of electronic transmission consented to by the stockholder to whom the notice is being given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Notice given by a form of electronic transmission shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice, (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (iii) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice, and (iv) if by any other form of electronic transmission, when directed to the stockholder.

Section 4.02 Waiver of Notice. Whenever, under the provisions of law or of the Certificate of Incorporation or of these By-Laws, notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent thereto. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE 5 OFFICERS

Section 5.01 Number. The officers of the Corporation shall be a Chairman of the Board, a Chief Executive Officer, a President, a Secretary and a Treasurer, and may also include one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be elected by the Board of Directors. Any number of offices may be held by the same person.

Section 5.02 Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors.

Section 5.03 Removal. Any officer may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 5.04 Chairman of the Board. The Chairman of the Board, if there is one, shall preside at all meetings of the Board of Directors and shall perform such other duties, if any, as from time to time may be assigned to him by the Board of Directors.

Section 5.05 Chief Executive Officer. The Chief Executive Officer, if there is one, shall have overall responsibility for the management of the business and operations of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. In the absence of the Chairman of the Board, he shall preside over meetings of the Board of Directors. In general, he shall perform such duties as from time to time may be assigned to him by the Board of Directors.

Section 5.06 President. In the absence of the Chief Executive Officer, the President shall have overall responsibility for the management of the business and operations of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. In the absence of the Chairman of the Board and the Chief Executive Officer, he shall preside over meetings of the Board of Directors. In general, he shall perform such duties as from time to time may be assigned to him by the Board of Directors.

Section 5.07 Executive Vice Presidents or Senior Vice Presidents. The Executive Vice Presidents or Senior Vice Presidents shall perform such managerial duties and have such authority as may be specified in these By-Laws or by the Board of Directors, the Chairman of the Board, or the President. In the absence or disability of the President, the Executive Vice Presidents or Senior Vice Presidents, in order of seniority established by the Board of Directors or the Chairman of the Board, shall perform the duties and exercise the powers of the President.

Section 5.08 Vice Presidents. The Vice Presidents shall perform such duties and have such authority as may be specified in these By-Laws or by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the stockholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board, or the President. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have authority to affix the same to any instrument, and when so affixed it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 5.10 Assistant Secretaries. The Assistant Secretary or Secretaries shall, in the absence or disability of the Secretary, perform the duties and exercise the authority of the Secretary, and shall perform such other duties and have such other authority as the Board of Directors, the Chairman of the Board, or the President may from time to time prescribe.

Section 5.11 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in

such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the President, or the Chief Financial Officer, taking proper vouchers for such disbursements, and shall render to the Board of Directors when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 5.12 Assistant Treasurers. The Assistant Treasurer or Treasurers shall, in the absence or disability of the Treasurer, perform the duties and exercise the authority of the Treasurer and shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe.

ARTICLE 6 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01 Indemnification. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving while a director or officer of the Corporation at the request of the Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permissible under Delaware law.

Section 6.02 Advances. Any person claiming indemnification within the scope of Section 6.01 shall be entitled to advances from the Corporation for payment of the expenses of defending actions against such person in the manner and to the full extent permissible under Delaware law.

Section 6.03 Procedure. On the request of any person requesting indemnification under Section 6.01, the Board of Directors or a committee thereof shall determine whether such indemnification is permissible or such determination shall be made by independent legal counsel if the Board of Directors or committee so directs or if the Board of Directors or committee is not empowered by statute to make such determination.

Section 6.04 Other Rights. The indemnification and advancement of expenses provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.05 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the

Corporation as a director, officer, employee, agent, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these By-laws.

Section 6.06 Modification. The duties of the Corporation to indemnify and to advance expenses to a director or officer provided in this Article 6 shall be in the nature of a contract between the Corporation and each such director or officer, and no amendment or repeal of any provision of this Article 6 shall alter, to the detriment of such director or officer, the right of such person to the advancement of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

ARTICLE 7 CERTIFICATES OF STOCK

Section 7.01 Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate in the form prescribed by the Board of Directors signed on behalf of the Corporation by the Chairman of the Board or the President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares owned by him in the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 7.02 Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct or indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7.03 Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 7.04 Fixing Record Date. The Board of Directors of the Corporation may fix a record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment

thereof, or to consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action. Such record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and such record date shall not be (i) in the case of such a meeting of stockholders, more than 60 nor less than 10 days before the date of the meeting of stockholders, or (ii) in the case of consents in writing without a meeting, more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) in other cases, more than 60 days prior to the payment or allotment or change, conversion or exchange or other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 7.05 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of stock to receive dividends and to vote as such owner, and shall be entitled to hold liable for calls and assessments a person registered on its books as the owner of stock, and shall not be bound to recognize any equitable or other claim to, or interest in, such stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE 8
AMENDMENTS

Section 8.01 Amendments. These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the stockholders or by the Board of Directors at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such special meeting.

AMENDMENT 2006-1
TO THE
STUART M. ESSIG RESTRICTED UNITS AGREEMENT
DATED AS OF DECEMBER 22, 2000

AMENDMENT, dated as of October 30, 2006, between Integra LifeSciences Holdings Corporation, a Delaware Corporation (the "Company") and Stuart M. Essig (the "Executive").

RECITALS

WHEREAS, pursuant to a Restricted Units Agreement, dated as of December 22, 2000, (the "RSU Agreement") the Company granted to Executive an aggregate of 1,250,000 restricted units (the "Units") that represented an equal number of shares of restricted common stock of the Company, par value \$0.01 per share, ("Common Stock") under the Integra LifeSciences Holdings Corporation 2000 Equity Incentive Plan;

WHEREAS, the RSU Agreement provided that if Executive was employed by the Company on December 31, 2005, the Units awarded to Executive would be paid to him on January 1, 2006;

WHEREAS, the RSU Agreement also provided that during the 20-year period ending June 30, 2005, Executive had the right to defer delivery of the shares of Common Stock of the Company corresponding to the Units (the "Unit Shares") on as many occasions as Executive determines by providing written notice to the Company no less than six months prior to the next scheduled delivery date for the Unit Shares (which was extended to twelve months pursuant to Executive's Second Amended and Restated Employment Agreement, dated as of July 27, 2004);

WHEREAS, on December 21, 2004, Executive elected to defer receipt of 500,000 of the Unit Shares to March 4, 2008;

WHEREAS, on January 3, 2006, the 750,000 Unit Shares that were not deferred pursuant to Executive's prior deferral election were distributed to him;

WHEREAS, after the grant of the Units to Executive, section 409A was added to the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, based on the available guidance issued under section 409A of the Code, it was determined that the provisions of section 409A of the Code apply to the Unit Shares that have not previously been paid;

WHEREAS, the Company and Executive mutually desire to amend the RSU Agreement to comply with the requirements of section 409A of the Code; and

WHEREAS, Section 11 of the RSU Agreement provides that the RSU Agreement may be amended if the amendment is agreed to in writing between Executive and the Company.

NOW, THEREFORE, the Company and Executive hereby agree that the RSU Agreement shall be amended as follows:

1. Effective as of January 1, 2005, Section 4(a) of the RSU Agreement is hereby amended in its entirety to read as follows:

"(a) The shares of Common Stock underlying the Units (the "Unit Shares") shall be paid out to Executive as follows, if Executive is still employed by the Company on December 31, 2005; (i) 750,000 Unit Shares on January 3, 2006, and (ii) 500,000 Unit Shares on March 4, 2008, or as soon as administratively practicable thereafter; provided, however, that Executive may subsequently defer the receipt of the Unit Shares covered by clause (ii) to a later date if the election to defer meets the following requirements: (x) the election to defer is made at least 12 months prior to the date the Unit Shares are scheduled to be delivered, (y) the new delivery date is no sooner than 5 years from the date the Unit Shares were scheduled to be delivered, and (z) the new election is irrevocable, but shall not become effective for 12 months after the date the election is made. Notwithstanding the immediately preceding sentence, if the election to defer is made by December 31, 2007, the requirements of clauses (x),

(y) and (z) shall not be applicable and Executive may choose any delivery date after December 31, 2007. If the election to defer delivery is made after December 31, 2007, the delivery date can be delayed as many times as Executive desires; provided that the latest an election can be made is June 30, 2020 and the latest the delivery date can be paid is June 30, 2025. Notwithstanding the foregoing, if a Change in Control (as defined in the Employment Agreement) occurs prior to the delivery date designated by Executive, the Unit Shares shall be delivered to Executive on the date of the Change in Control; provided, however, that such delivery shall only occur if the Change in Control meets the requirements of section 409A(a)(2)(v) of the Internal Revenue Code of 1986, as amended (the "Code"), and its corresponding regulations."

2. Effective as of January 1, 2005, a new Section 20 is hereby added to the end of the RSU Agreement to read as follows:

"20. SECTION 409A OF THE CODE. Notwithstanding anything in this Agreement to the contrary, this Agreement is intended to be operated in compliance with the requirements of section 409A of the Code and its corresponding regulations and related guidance. As a result, the Company shall not make any payments under this Agreement earlier than the earliest date permitted by section 409A of the Code, or later than the latest date permitted by section 409A of the Code, if, as determined in the reasonable judgment of the Company, payment on the originally scheduled date would cause Executive to incur adverse tax consequences under section 409A of the Code. Further, the Company may make any amendments to this Agreement as it deems necessary and appropriate for the Agreement to

comply with the requirements of section 409A of the Code, and the consent of Executive is not required for such amendment of the Agreement."

3. In all respects not modified by this Amendment 2006-1, the RSU Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Company and Executive agree to the terms of the foregoing Amendment 2006-1, effective as of January 1, 2005.

INTEGRA LIFESCIENCES HOLDINGS
CORPORATION

By: /s/ Richard E. Caruso

Name: Richard E. Caruso
Title: Chairman

10/30/06

Date

/s/ Stuart M. Essig

Executive

10/30/06

Date

AMENDMENT 2006-1
TO THE
STUART M. ESSIG CONTRACT STOCK/RESTRICTED UNITS AGREEMENT
DATED AS OF JULY 27, 2004

AMENDMENT, dated as of October 30, 2006, between Integra LifeSciences Holdings Corporation, a Delaware Corporation (the "Company") and Stuart M. Essig (the "Executive").

RECITALS

WHEREAS, pursuant to a Contract Stock/Restricted Units Agreement, dated as of July 27, 2004, (the "RSU Agreement") the Company granted to Executive an aggregate of 750,000 shares of contract stock in the form of restricted units (the "Units") that represented an equal number of shares of restricted common stock of the Company, par value \$0.01 per share, ("Common Stock") under the Integra LifeSciences Holdings Corporation 2003 Equity Incentive Plan;

WHEREAS, the RSU Agreement provided that the shares of Common Stock underlying the Units (the "Unit Shares") will be paid out to Executive on the first day following the date Executive's employment with the Company terminates, provided that Executive would have a one-time opportunity to delay delivery of the Unit Shares;

WHEREAS, after the grant of the Units to Executive, section 409A was added to the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, as a result of the uncertainty regarding the impact of section 409A of the Code on the distribution of the Units to Executive, it was determined that the provisions of section 409A of the Code will apply to the Units, and the Company and Executive mutually desire to amend the RSU Agreement to comply with the requirements of section 409A of the Code; and

WHEREAS, Section 11 of the RSU Agreement provides that the RSU Agreement may be amended if the amendment is agreed to in writing between Executive and the Company.

NOW, THEREFORE, the Company and Executive hereby agree that the RSU Agreement shall be amended as follows:

1. Effective as of January 1, 2005, Section 4(a) of the RSU Agreement is hereby amended in its entirety to read as follows:

"(a) The shares of Common Stock underlying the Units (the "Unit Shares") shall be paid out to Executive as soon as administratively practicable on or after the first business day that occurs immediately following the 6-month period after the date of Executive's separation from service from the Company; provided, however, that Executive shall have a one-time opportunity to specify a date (which is no sooner than January 1, 2008 and no later than June 30, 2029) on which

the Unit Shares shall be delivered if such date occurs after the date on which Executive's employment with the Company terminates by giving written notice to the Company by December 31, 2007. Notwithstanding the foregoing, if a Change in Control (as defined in the Employment Agreement) occurs prior to the termination of Executive's employment with the Company and the date designated by Executive, if any, pursuant to the immediately preceding sentence, the Unit Shares shall be paid to Executive on the date of the Change in Control; provided, however, that such payment shall only occur if the Change in Control meets the requirements of section 409A(a)(2)(v) of the Internal Revenue Code of 1986, as amended (the "Code") and its corresponding regulations."

2. Effective as of January 1, 2005, a new Section 20 is hereby added to the end of the RSU Agreement to read as follows:

"20. SECTION 409A OF THE CODE. Notwithstanding anything in this Agreement to the contrary, this Agreement is intended to be operated in compliance with the requirements of section 409A of the Code and its corresponding regulations and related guidance. As a result, the Company shall not make any payments

under this Agreement earlier than the earliest date permitted by section 409A of the Code, or later than the latest date permitted by section 409A of the Code, if, as determined in the reasonable judgment of the Company, payment on the originally scheduled date would cause Executive to incur adverse tax consequences under section 409A of the Code. Further, the Company may make any amendments to this Agreement as it deems necessary and appropriate for the Agreement to comply with the requirements of section 409A of the Code, and the consent of Executive is not required for such amendment of the Agreement."

3. In all respects not modified by this Amendment 2006-1, the RSU Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Company and Executive agree to the terms of the foregoing Amendment 2006-1, effective as of January 1, 2005.

INTEGRA LIFESCIENCES HOLDINGS
CORPORATION

By: /s/ Richard E. Caruso

Name: Richard E. Caruso
Title: Chairman

10/30/06

Date

Stuart M. Essig

Executive

10/30/06

Date