SECURITIES AND EXCHANGE COMMISSION

Washington, DC 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): September 28, 1998

INTEGRA LIFESCIENCES CORPORATION

(Exact name of registrant as specified in its charter)

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

105 Morgan Lane Plainsboro, New Jersey	08536
(Address of principal executive offices)	(Zip Code)

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

Not Applicable

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

ITEM 2. Acquisition or Disposition of Assets.

On September 28, 1998, Integra LifeSciences Corporation, a Delaware corporation (the "Company"), acquired all of the outstanding capital stock of Rystan Company, Inc., a New Jersey corporation ("Rystan"), from GWC Health, Inc., a New Jersey corporation and the direct parent of Rystan ("GWC"), pursuant to an Agreement and Plan of Merger (the "Merger Agreement") dated September 28, 1998 among the Company, RC Acquisition Corporation, a New Jersey corporation and wholly-owned subsidiary of the Company ("Merger Sub"), GWC and Rystan. Rystan manufactures and markets a number of medical products, including its lead product, Panafil(R), an enzymatic debridement agent used to remove necrotic tissue in wounds, including chronic diabetic foot ulcers.

In accordance with the terms and conditions of the Merger Agreement, Merger Sub was merged with and into Rystan, with Rystan as the surviving corporation, resulting in Rystan being a wholly-owned subsidiary of the Company. As consideration for the merger, the Company issued to GWC 800,000 shares (the "Shares") of the Company's common stock, par value $.01 per share ("Common Stock"), and two warrants, each to purchase 150,000 shares of Common Stock (the "Warrants"). Each of the Warrants may be exercised for shares of Common Stock at any time after September 28, 1998, for a purchase price per share of $6.00 and $7.00, respectively, subject to customary antidilution adjustments. The $6.00 Warrant expires on January 31, 2000, provided that if the average closing price on the Nasdaq National Market for shares of Common Stock for the thirty trading days ending on the fifth day immediately preceding the then-current expiration date is less than $8.00 per share, then the expiration date shall be extended for one year, but in no event shall be extended beyond January 31, 2003. The $7.00 Warrant expires on December 31, 2002.

In connection with the transactions contemplated by the Merger Agreement, the Company entered into a Registration Rights Agreement with GWC pursuant to which the Company granted to GWC certain registration rights with respect to the Shares and the shares of Common Stock issued upon exercise of the Warrants (the "Warrant Shares"). Following the exercise in full of either or both of the Warrants, GWC may demand the registration of all or part of the Warrant Shares. GWC may also register all or part of the Shares and the Warrant Shares on any future registration statement of the Company which registers Common Stock under the Securities Act of 1933, as amended (the "Act"), for sale to the public for cash, unless (i) no stockholders of the Company propose to register or sell their securities in connection with such offering and (ii) the proceeds to the Company from such offering (after deduction of underwriting discounts and commissions) are reasonably expected to be less than $10,000,000. GWC is entitled to two such demand registrations and an unlimited number of such piggyback registrations until such time as the Shares and the Warrant Shares may be transferred or sold without registration by virtue of Rule 144(k) under the Act, as amended, at which time GWC's demand and piggyback rights terminate.

* * *

ITEM 7. Financial Statements, Pro Forma Financial Information and Exhibits.

Historical financial statements of Rystan and pro forma financial information are not included with this Report. Such financial information is not required because Rystan does not qualify as a "significant subsidiary" for purposes of such disclosure under Rule 1-02(w) of Regulation S-X.

(c) Exhibits.

Exhibit Number (Referenced to Item 601 of Regulation S-K)	Description of Exhibit
2	Agreement and Plan of Merger dated September 28, 1998 among Integra LifeSciences Corporation, RC Acquisition Corporation, GWC Health, Inc. and Rystan Company, Inc.*
4.1	Warrant to Purchase 150,000 Shares of Integra LifeSciences Corporation Common Stock at an exercise price of $6.00 per share
4.2	Warrant to Purchase 150,000 Shares of Integra LifeSciences Corporation Common Stock at an exercise price of $7.00 per share
10.1	Registration Rights Agreement dated September 28, 1998 between Integra LifeSciences Corporation and GWC Health, Inc.
10.2	Lease dated September 28, 1998 between Rystan Company, Inc. and GWC Health, Inc.

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* Integra agrees to furnish supplementally a copy of any omitted schedules or attachments to the Commission upon request.

SIGNATURES

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

INTEGRA LIFESCIENCES CORPORATION

Date: October 13, 1998

By: /s/ Stuart M. Essig

Stuart M. Essig, President and
Chief Executive Officer

INDEX OF EXHIBITS

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AGREEMENT AND PLAN OF MERGER

Among

INTEGRA LIFESCIENCES CORPORATION,

RC ACQUISITION CORPORATION,

GWC HEALTH, INC.

and

RYSTAN COMPANY, INC.

Dated as of September 28, 1998

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SCHEDULES

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of September 28, 1998 (this "Agreement") among Integra LifeSciences Corporation, a Delaware corporation ("Integra"), RC Acquisition Corporation, a New Jersey corporation ("Merger Sub"), GWC Health, Inc., a New Jersey corporation ("GWC"), and Rystan Company, Inc., a New Jersey corporation ("Rystan").

WHEREAS, Integra is the record and beneficial owner of all of the issued and outstanding shares (the "Merger Sub Shares") of common stock, par value $.01 per share, of Merger Sub (the "Merger Sub Common Stock");

WHEREAS, GWC is the record and beneficial owner of all of the issued and outstanding shares (the "Rystan Shares") of common stock, without nominal or par value, of Rystan (the "Rystan Common Stock");

WHEREAS, the parties hereto desire to cause Merger Sub, upon the terms and subject to the conditions of this Agreement and in accordance with the Business Corporation Act of the State of New Jersey ("New Jersey Law"), to merge with and into Rystan (the "Merger");

WHEREAS, in order to induce GWC to enter into this Agreement, Integra has agreed to execute in favor of GWC a registration rights agreement in the form of Exhibit A (the "Registration Rights Agreement");

WHEREAS, in order to induce Integra to enter into this Agreement, GWC has agreed to enter into a lease agreement in the form of Exhibit B (the "Lease"); and

WHEREAS, for United States federal income tax purposes, the parties hereto intend that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Definitions. For purposes of this Agreement, the following terms shall have the following definitions:

"affiliate" of a specified person means a person who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person.

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, as trustee or executor, by contract, credit arrangement or otherwise.

"Disclosure Schedule" means the record to be delivered herewith and dated the date hereof containing all lists, descriptions, exceptions and other information and materials as are required to be included therein under this Agreement.

"Governmental Authority" means any federal, state or local, foreign or supra-national government or governmental, regulatory or administrative authority, agency or commission.

"GWC's knowledge" means the actual knowledge of any director or officer of GWC or Rystan.

"Integra's knowledge" means the actual knowledge of any director or officer of Integra or Merger Sub.

"Integra Material Adverse Effect" means any change in, or effect on, Integra that is materially adverse to the operations, management, business, financial condition, results of operations or assets of Integra.

"person" means an individual, corporation, limited liability company, partnership, limited partnership, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Property" means the real property located at 47 Center Street, Little Falls, New Jersey, presently owned by GWC and leased to Rystan.

"Rystan Material Adverse Effect" means any change in, or effect on, Rystan that is materially adverse to the operations, management, business, financial condition, results of operations or assets of Rystan, and shall include, without limitation, any such change in, or effect on, Rystan that results in an Integra Loss in an amount in excess of $35,000.

"subsidiary" of any person means any corporation, partnership, joint venture or other legal entity of which such person (either above or through or together with any other subsidiary), owns, directly or indirectly, 50% or more of the stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body.

SECTION 1.02. Other Defined Terms. For purposes of this Agreement, the following capitalized terms shall have the respective meanings given them in the indicated sections of this Agreement:

Defined Term	Section
1997 Balance Sheet	ss. 3.07
1997 Financial Statements	ss. 3.07
Agreement	Preamble
Articles of Incorporation	ss. 3.02
By-laws	ss. 3.02
Carnrick 401(k) Plan	ss. 5.03(b)
CERCLA	ss. 3.16(d)
Certificate of Merger	ss. 2.03(a)
Claim	ss. 6.04
Closing	ss. 2.03(a)
Closing Date	ss. 2.03(a)
Closing Date Balance Sheet	ss. 7.07(a)
COBRA	ss. 3.13(e)
Code	Recitals
CSA	ss. 3.06(b)
Effective Time	ss. 2.03(a)
Employee Benefit Plans	ss. 3.13(a)
Environment Law	ss. 3.16
Environmental Permit	ss. 3.16
ERISA	ss. 3.13(a)
Exchange Act	ss. 4.06

Defined Term	Section
FDA	ss. 3.06(b)
FDCA	ss. 3.06(b)
GWC	Preamble
GWC Indemnified Party	ss. 6.03(a)
GWC Losses	ss. 6.03(a)
Hazardous Material	ss. 3.16
Integra	Preamble
Integra Common Stock	ss. 2.02
Integra Indemnified Party	ss. 6.02(a)
Integra Losses	ss. 6.02(a)
Integra Securities	ss. 2.02
Integra Shares	ss. 2.02
Integra Warrants	ss. 2.02
Intellectual Property Rights	ss. 3.14
Interim Balance Sheet	ss. 3.07
ISRA	ss. 3.16
Layer A	ss. 6.02(c)
Layer B	ss. 6.02(c)
Lease	Recitals
Liens	ss. 3.18
Loss	ss. 6.04
Material Contracts	ss. 3.12
Merger	Recitals
Merger Sub	Preamble
Merger Sub Common Stock	Preamble
Merger Sub Shares	Recitals
New Jersey Law	Recitals
PBGC	ss. 3.13(d)
PDMA	ss. 3.06(b)
Pension Plans	ss. 3.13(a)
Permitted Liens	ss. 3.18
Recipients	ss. 3.13(g)
Registration Rights Agreement	Recitals
Rystan	Preamble
Rystan Common Stock	Recitals
Rystan Shares	Recitals
Rystan's Predecessor	ss. 3.16(a)
SEC Filings	ss. 4.06
Securities Act	ss. 3.22(a)

Defined Term	Section
Series A Preferred Stock	ss. 4.02
Surviving Corporation	ss. 2.01
Surviving Corporation Employees	ss. 5.03(a)
Surviving Corporation Welfare Plans	ss. 5.03(c)
Tax	ss. 3.15
Tax Returns	ss. 3.15
Transaction Costs	ss. 5.05
Treas. Reg	ss. 3.15
Welfare Plans	ss. 3.13(a)

SECTION 1.03. Accounting Terms. Accounting terms used herein which are not expressly defined in this Agreement shall have the respective meanings given to them in accordance with United States generally accepted accounting principles.

SECTION 1.04. Singular or Plural. Any of the defined terms in this Agreement, unless the context otherwise requires, may be used in the singular or the plural, depending on the reference.

ARTICLE II

THE MERGER

SECTION 2.01. The Merger. On the terms and subject to the conditions set forth herein, and in accordance with the applicable provisions of New Jersey Law, at the Effective Time, Merger Sub shall be merged with and into Rystan. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and Rystan shall be the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 2.02. Merger Consideration. As consideration for the Merger, Integra shall issue to GWC (a) 800,000 shares (the "Integra Shares") of common stock, par value $.01 per share, of Integra (the "Integra Common Stock") and (b) warrants to purchase an aggregate of 300,000 shares of Integra Common Stock in the forms of Exhibit C (the "Integra Warrants"). The Integra Shares and the Integra Warrants collectively are referred to herein as the "Integra Securities."

SECTION 2.03. Closing; Effective Time; Delivery.

(a) Closing; Effective Time. The closing of the transactions contemplated by this Agreement (the "Closing") will be held at 12:00 p.m., New York City time, on the date of signing of this Agreement (the "Closing Date") at the offices of Cahill Gordon & Reindel, 80 Pine Street, New York, New York. On the Closing Date, the parties shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of New Jersey, in such form as is required by, and executed in accordance with, the relevant provisions of New Jersey Law. The Merger shall be effective at the time at which the Certificate of Merger is filed with the Secretary of State of the State of New Jersey (the "Effective Time").

(b) Delivery. At the Closing, (i) GWC shall deliver to Integra (x) (1) one or more certificates representing all of the Rystan Shares duly endorsed or accompanied by stock powers duly endorsed in blank or (2) an affidavit of loss and indemnity with respect to the Rystan Shares, (y) the Registration Rights Agreement duly executed and (z) the Lease duly executed and (ii) Integra shall deliver to GWC (w) (1) one or more certificates representing the Integra Shares registered in the name of GWC or (2) a letter to Integra's transfer agent irrevocably instructing such transfer agent to issue one or more certificates representing all of the Integra Shares registered in the name of GWC, (x) the Integra Warrants duly executed, (y) the Registration Rights Agreement duly executed and (z) the Lease duly executed. In addition, each of Integra, Merger Sub, GWC and Rystan shall deliver at the Closing a duly executed certificate of its Secretary in the form of Exhibit D.

(c) The parties hereto expressly acknowledge that damages alone may be an inadequate remedy for any breach or violation of any of the provisions of this Section 2.03, and that each party, in addition to all other remedies under this Agreement, shall be entitled to seek injunctive relief, including specific performance, with respect to any such breach or violation, in any court of competent jurisdiction.

SECTION 2.04. Certain Effects of the Merger.

(a) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of New Jersey Law.

(b) At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Merger Sub as in effect immediately prior to the Effective Time until thereafter amended as provided by law.

(c) At the Effective Time, the By-laws of Surviving Corporation shall be the By-laws of Merger Sub as in effect immediately prior to the Effective Time until thereafter amended as provided by law.

(d) The directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

SECTION 2.05. Conversion of Securities.

(a) Merger Sub Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, each Merger Sub Share shall be converted into and become one fully paid and non-assessable share of common stock, par value $.01 per share, of the Surviving Corporation.

(b) Rystan Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, the Rystan Shares shall be converted into the right to receive the Integra Securities and shall be canceled and retired and shall cease to exist, and thereafter GWC shall have no rights with respect to the Rystan Shares except the right to receive the Integra Securities. Upon delivery by GWC of the certificate or certificates representing the Rystan Shares to Integra at the Closing as provided in Section 2.03(b), Integra shall forthwith cancel such certificate or certificates.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GWC

GWC hereby represents and warrants to Integra that:

SECTION 3.01. Organization and Qualification; Subsidiaries.

(a) Each of GWC and Rystan is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New Jersey. Rystan has the requisite corporate power and authority to own, lease and operate its assets and properties, to perform its obligations, and to carry on its business as it is now being conducted, except where the lack of such power or authority has not had and is not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect. Rystan is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the assets and properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

(b) Except as disclosed in Section 3.01 of the Disclosure Schedule, Rystan does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, limited liability company, joint venture or other business association or entity.

SECTION 3.02. Articles of Incorporation; By-laws. Section 3.02 of the Disclosure Schedule sets forth complete and correct copies of the Articles or Certificate of Incorporation, as amended to date (the "Articles of Incorporation"), certified as to a recent date by the Secretary of State of the State of New Jersey, and the By-laws, as amended to date (the "By-laws"), of Rystan. Such Articles of Incorporation and By-laws are in full force and effect on the date hereof. Except as disclosed in Section 3.02 of the Disclosure Schedule, as of the date

hereof, Rystan is not in material violation of any provision of its Articles of Incorporation or By-laws.

SECTION 3.03. Capitalization. The authorized capital stock of Rystan consists of 2,500 shares of Rystan Common Stock. As of the date of this Agreement, there are 2,500 shares of Rystan Common Stock issued and outstanding. There are no existing options, warrants, calls, subscriptions, or other similar rights, commitments or agreements obligating GWC or Rystan to issue, transfer or sell any shares of capital stock of Rystan or any other securities convertible into or evidencing the right to subscribe for any shares of capital stock of Rystan. There are no outstanding stock appreciation rights with respect to any Rystan Common Stock. All outstanding shares of Rystan Common Stock are duly authorized and validly issued, fully paid and non-assessable. GWC directly owns all of the outstanding shares of Rystan Common Stock (i.e., the Rystan Shares) free and clear of any Liens.

SECTION 3.04. Authority; Due Execution.

(a) GWC has all necessary corporate power and authority to execute and deliver this Agreement, the Registration Rights Agreement and the Lease and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement, the Registration Rights Agreement and the Lease by GWC and the consummation by GWC of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action and no other proceedings on the part of GWC are necessary to authorize this Agreement, the Registration Rights Agreement or the Lease or consummate the transactions contemplated hereby and thereby. Each of this Agreement, the Registration Rights Agreement and the Lease has been duly and validly executed and delivered by GWC and, assuming the due authorization, execution and delivery hereof and thereof by the other parties thereto, constitutes a valid and binding obligation of GWC, enforceable against GWC in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Rystan has all necessary corporate and shareholder power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Rystan and the consummation by Rystan of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate and shareholder action and no other proceedings on the part of Rystan or its shareholder are necessary to authorize this Agreement or consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Rystan and, assuming the due authorization, execution and delivery hereof by the other parties thereto, constitutes a valid and binding obligation of Rystan, enforceable against Rystan in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization,

moratorium or other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

SECTION 3.05. No Violations. Except as disclosed in Section 3.05 of the Disclosure Schedule, no filing with, notification to or permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of GWC or Rystan for the consummation by GWC and Rystan of the transactions contemplated hereby, except for filings, notifications, permits, authorizations, consents or approvals, the failure of which to make, receive or obtain are not reasonably likely to, individually or in the aggregate, impair GWC's or Rystan's ability to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the Registration Rights Agreement and the Lease and the consummation of the transactions contemplated hereby and thereby do not (i) conflict with or breach any provision of the Articles of Incorporation or By-laws of GWC or Rystan, (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to GWC, Rystan or any of Rystan's assets, (iii) result in, require or permit the creation or imposition of any Lien upon or with respect to the Rystan Shares, Rystan or its assets, or (iv) violate, breach or constitute a default under any of the terms, conditions or provisions of any agreement or other instrument to which Rystan is a party, excluding such violations, breaches or defaults that, individually or in the aggregate, are not reasonably likely to impair GWC's or Rystan's ability to consummate the transactions contemplated hereby or that have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

SECTION 3.06. Compliance with Laws; Permits.

(a) Except as disclosed in Section 3.06 of the Disclosure Schedule: (i) Rystan is not in violation of any statute, law, ordinance, regulation, rule or order of any Governmental Authority or any judgment, decree or order of any court, applicable to its business or operations, except for such violations that have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect; (ii) Rystan has not received any written notice, order or other written communication from any Governmental Authority of any alleged, actual or potential violation of any such law, ordinance, regulation, rule or order, except with respect to such violations as have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect; and (iii) Rystan has all permits, licenses and franchises from Governmental Authorities required to conduct its business as now being conducted and no proceeding is pending or, to GWC's knowledge, threatened by any person to revoke or deny the renewal of any such permit, license or franchise, except in each case for such permits, licenses and franchises the absence of which has not had and is not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

(b) As to each product subject to the jurisdiction of the Food and Drug Administration under the Federal Food, Drug and Cosmetic Act ("FDCA") or the Prescription Drug Marketing Act ("PDMA") and the jurisdiction of the Drug Enforcement Agency under the Comprehensive Drug Abuse Prevention and Control

Act of 1970 ("CSA") which is manufactured, tested, distributed, held and/or marketed by Rystan, such product is being manufactured, held and distributed in compliance in all material respects with all applicable requirements under the FDCA, PDMA and the CSA including, but not limited to, those relating to investigational use, premarket clearance, good manufacturing practices, labeling, promotion and advertising, record keeping, filing of reports and security.

SECTION 3.07. Financial Statements. Section 3.07 of the Disclosure Schedule contains (i) the audited financial statements of Rystan at and for the year ended December 31, 1997 (the "1997 Financial Statements" and the December 31, 1997 balance sheet included therein, the "1997 Balance Sheet") and (ii) the audited balance sheet of Rystan as of May 31, 1998 (the "Interim Balance Sheet"). The 1997 Financial Statements and the Interim Balance Sheet were prepared in accordance with United States generally accepted accounting principles consistently applied (except as may be indicated therein), and each fairly presents in all material respects the financial position, results of operations and cash flows of Rystan at the respective dates thereof and for the respective periods indicated therein in accordance with United States generally accepted accounting principles consistently applied (except as may be indicated therein).

SECTION 3.08. Absence of Undisclosed Liabilities. Except as set forth in the Interim Balance Sheet or disclosed in Section 3.08 of the Disclosure Schedule, Rystan has no liability or obligation in an amount in excess of $20,000, except for liabilities and obligations (i) incurred in the ordinary course of business consistent with past practice since May 31, 1998 or (ii) incurred pursuant to or in connection with this Agreement.

SECTION 3.09. Absence of Changes or Events. Except as disclosed in Section 3.09 of the Disclosure Schedule, or as otherwise contemplated by this Agreement, since December 31, 1997, Rystan has not:

(a) authorized for issuance, issued, sold, delivered or granted any options, warrants, calls, subscriptions or other rights for, or otherwise agreed or committed to issue, sell or deliver, or made any distributions with respect to, any shares of any class of its capital stock or any securities convertible into or exchangeable or exercisable for shares of any class of its capital stock;

(b) made any payment to an affiliate;

(c) changed its accounting methods, principles or practices, except as required by GAAP, or changed any of the assumptions underlying, or methods of calculating, any bad debt, contingency or other reserve;

(d) taken any other actions except in the ordinary course of business consistent with past practice; or

(e) taken any other action or suffered any other change that has had or is reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

SECTION 3.10. Litigation. Except as disclosed in Section 3.10 of the Disclosure Schedule, there are no claims, actions, proceedings or investigations pending or, to GWC's

knowledge, threatened against Rystan or its directors or officers in their capacities as such or any asset of Rystan before any court, arbitrator or Governmental Authority. No claim, proceeding, action of investigation disclosed in Section 3.10 has had or is reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect. As of the date hereof, neither Rystan nor any asset of Rystan is subject to any order, writ, judgment, injunction, decree, determination or award that has had or is reasonably likely to have, individually or in the aggregate, a Rystan Material Effect.

SECTION 3.11. Material Contracts. Except as disclosed in Section 3.11 of the Disclosure Schedule, Rystan is not a party to any existing contract, agreement or instrument of any type (a) involving amounts in excess of $20,000 or (b) with any affiliate of Rystan (collectively, the "Material Contracts"). With such exceptions as have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect, (i) each Material Contract is valid, binding and in full force and effect and is enforceable by Rystan in accordance with its terms and (ii) Rystan has performed all material obligations required to be performed by it to date under each Material Contract.

SECTION 3.12. Employment and Labor Matters. Rystan is not a party to any union contract or other collective bargaining agreement. Rystan is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, except for those failures to comply that have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect. There is no labor strike, slowdown or stoppage pending or, to GWC's knowledge, threatened against Rystan. Except as disclosed in Sections 3.11 and 3.12 of the Disclosure Schedule, Rystan is not a party to any employment, management services, or consultation contract or agreement (other than unwritten employment agreements terminable at will without payment of any contractual severance or other amount). Except as disclosed in Section 3.12 of the Disclosure Schedule, to GWC's knowledge, none of Rystan's employees is a party to, or is otherwise bound by, any agreement or arrangement with any person other than Rystan (including, without limitation, any confidentiality, non-competition or proprietary rights agreement) that in any way limits or adversely affects the performance of his or her duties, his or her freedom to engage in the business conducted by Rystan or the ability of Rystan to conduct its business.

SECTION 3.13. Employee Benefit Plans; ERISA.

(a) Except as disclosed in Section 3.13 of the Disclosure Schedule, there are no "employee pension benefit plans" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ("Pension Plans"), "welfare benefit plans" as defined in Section 3(1) of ERISA ("Welfare Plans"), stock option or other stock-based plans, deferred compensation plans or other plans or arrangements to provide benefits to employees (or former employees) of Rystan maintained or contributed to by Rystan (collectively, the "Employee Benefit Plans").

(b) Except where the failure to comply has not had and is not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect:

(i) Rystan, with respect to its operation of the Pension Plans and Welfare Plans, and each of the Pension Plans and Welfare Plans are in compliance in both form and operation with the applicable provisions of ERISA, the Code and other applicable laws; and (ii) all contributions to, and payments from, the Employee Benefit Plans which are required to have been made in accordance with the Employee Benefit Plans have been timely made.

(c) With respect to any Pension Plan maintained by Rystan or any of its controlled group affiliates (under Section 414 of the Code) which is subject to Section 412 of the Code or Section 302 of ERISA, (i) all contributions required to be made under Section 302 of ERISA and Section 412 of the Code have been timely made, (ii) there has been no application for or waiver of the minimum funding standards imposed by Section 412 of the Code and (iii) no such plan has incurred an "accumulated funding deficiency" within the meaning of Section 412(a) of the Code as of the end of the most recently completed plan year, except where such failures in (i), (ii) and (iii) above have not had and are not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

(d) Except as disclosed in Section 3.13 of the Disclosure Schedule, with respect to any Pension Plan maintained by Rystan or any of its controlled group affiliates (under Section 414 of the Code) which is subject to Title IV of ERISA, (i) within the five-year period ending on the date hereof, no such plan has been terminated or has been the subject of a "reportable event" (as defined in Section 4043 of ERISA and the regulations thereunder) for which the 30-day notice requirement has not been waived by the Pension Benefit Guaranty Corporation ("PBGC") and (ii) none of Rystan or any of its controlled group affiliates (under Section 414 of the Code) has incurred any unpaid liability under Title IV of ERISA, except where such event in (i) and (ii) above has not had and is not reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect.

(e) None of the Welfare Plans maintained by Rystan nor any binding contract of Rystan provides for continuing welfare benefits or coverage for any participant or any beneficiary of a participant following termination of employment, except as may be required under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or except at the expense of the participant or the participant's beneficiary.

(f) None of Rystan or any of its controlled group affiliates (under Section 414 of the Code) contributes to or has any material liability, including potential withdrawal liability, with respect to any "multiemployer plan" (as defined in Section 3(37) of ERISA) covering employees of Rystan.

(g) Except as provided in Section 3.13 of the Disclosure Schedule, the transactions contemplated hereby will not, separately or together, (i) entitle any employee, officer, or director of Rystan to severance pay or any other payment or (ii)

accelerate the time of payment or vesting of, or increase the amount of, compensation due to any such employee, officer or director. No payment made by Rystan to any officer, director, employee or agent of Rystan (in such capacity, "Recipients") pursuant to any employment contract, severance agreement or other arrangement will be non-deductible to Rystan or the Surviving Corporation because of the applicability of the "golden parachute" provisions of Section 280G and 4999 of the Code, nor will Rystan or the Surviving Corporation be required to "gross up" or otherwise compensate any Recipient because of the imposition of any excise tax (including any interest or penalties related thereto) on the Recipient as a result of Sections 280G and 4999 of the Code.

(h) Complete and correct copies of the following documents have been delivered or made available by Rystan to Integra: (i) all current plan documents and insurance contracts (if any), and amendments thereto, with respect to each of the Employee Benefit Plans; (ii) for each of the most recently ended three plan years, all available IRS Form 5500 series forms (and any financial statement and other schedules attached thereto) with respect to any Employee Benefit Plan; (iii) the most recent IRS determination letter for each Pension Plan; and (iv) all current summary plan descriptions and subsequent summaries of material modifications with respect to each of the Employee Benefit Plans subject to ERISA and any similar documents for any other Employee Benefit Plan.

SECTION 3.14. Intellectual Property Rights. Section 3.14 of the Disclosure Schedule contains a list of all trade names, trademarks and service marks, and applications for the foregoing, owned or possessed by Rystan. Except as disclosed in Section 3.14 of the Disclosure Schedule: (i) Rystan is the sole owner of or has the right to use all Intellectual Property Rights currently used by Rystan and in the manner so used, free and clear of any and all Liens; (ii) such Intellectual Property Rights are sufficient for the conduct of the business of Rystan as it is presently conducted; and (iii) the rights of Rystan in and to all of its Intellectual Property Rights will not be limited or otherwise affected by virtue of the transactions contemplated hereby. No material rights or licenses to use Intellectual Property Rights have been granted or acquired by Rystan except those disclosed in Section 3.14 of the Disclosure Schedule. Except as disclosed in Section 3.14 of the Disclosure Schedule, Rystan has not received written notice or, to GWC's knowledge, other notice of any claims or assertions made by others that Rystan has infringed Intellectual Property Rights of others by the sale of products or any other activity in the preceding five-year period. Except as disclosed in Section 3.14 of the Disclosure Schedule, Rystan has no knowledge of any infringement of its Intellectual Property Rights by others that has had or is reasonably likely to have, individually or in the aggregate, a Rystan Material Adverse Effect. "Intellectual Property Rights" means and includes rights to use patents, trademarks, service marks, trade names, copyrights, and currently pending applications for any thereof, and any inventions (whether or not patentable), processes, trade secrets, know-how, secrecy or confidentiality agreements, consulting agreements, software licenses, and any and all information related to any of the foregoing.

SECTION 3.15. Tax Matters.

(a) Except as disclosed in Section 3.15 of the Disclosure Schedule: (i) all franchise, income and all other Tax returns, information statements and reports and other filings (Tax returns, information statements, reports and other filings are hereinafter collectively referred to as "Tax Returns") required to be filed for any period or portion thereof at or before the Effective Time, taking into account any extension of time to file granted to or obtained on behalf of Rystan, have been prepared and timely filed by or on behalf of Rystan with the appropriate Governmental Authorities and all such returns were complete and correct in all material respects; (ii) all Taxes of Rystan in respect of any taxable period (or portion thereof) ending at or prior to the Effective Time which are due have been paid in full to the proper authorities or fully accrued for on the financial statements of Rystan, other than such Taxes as are being contested in good faith by appropriate proceedings and are adequately reserved for in accordance with United States generally accepted accounting principles; (iii) no extension of the period for assessment or collection of any Tax is currently in effect and no extension of time within which to file any Tax Return has been requested, which Tax Return has not since been filed; and (iv) there are no Tax sharing agreements or arrangements under which Rystan will have any obligation or liability at or after the Effective Time.

(b) Except as disclosed in Section 3.15 of the Disclosure Schedule: (i) no examination of Rystan is pending or, to GWC's knowledge, threatened for any material amount of Tax by any Governmental Authority, and no Tax liens have been filed with respect to any of the assets of Rystan, except for property taxes which have accrued but are not yet due and payable; (ii) Rystan has made timely payments of the Taxes required to be deducted and withheld from the wages it paid to its employees and from amounts it paid to any other third parties; (iii) Rystan has not made an election under Section 341(f) of the Code; and (iv) Rystan has not agreed, and is not required, to include in income any adjustment pursuant to Section 481(a) of the Code.

> "Tax" means (i) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, alternative minimum, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in connection with any item described in clause (i), and (iii) all transferee, successor, joint and several or contractual liability (including, without limitation, liability pursuant to United States Treasury Regulation ("Treas. Reg.") ss. 1.1502-6 (or any comparable state, local or foreign provisions)) in respect of any items described in clause (i) or (ii) above.

SECTION 3.16. Environmental Matters.

(a) Rystan possesses all Environmental Permits required under applicable Environmental Laws to conduct its business as presently conducted, and is and has at all times been in compliance with the terms and conditions of such Environmental Permits.

(b) Rystan is in compliance and, within the period of all applicable statutes of limitation, each of Rystan and Rystan Company, Inc., a New York corporation and the predecessor to Rystan ("Rystan's Predecessor") has complied with all applicable Environmental Laws and has not received notice of any liability under any Environmental Law.

(c) There are no civil, criminal, or administrative actions, suits, demands, claims, hearings, notices of violation, investigations, notices or demand letters, or requests for information pending under any Environmental Law against Rystan or Rystan's Predecessor.

(d) Neither the Property nor any other property or facility presently or formerly owned, operated or leased by Rystan or Rystan's Predecessor is listed or proposed for listing on the National Priorities List or the Comprehensive Environmental Response, Compensation and Liability Information System, both promulgated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or on any comparable list established under any

Environmental Law.

(e) There was no disposal, spill, discharge, or release of any Hazardous Material on, at, or under the Property or any other property or facility presently or formerly owned, leased or operated by Rystan or Rystan's Predecessor (x) at any time during which Rystan or Rystan's Predecessor owned, leased or operated the Property or other such property or facility or (y) in connection with manufacturing, packaging or other activities related to the business of Rystan or Rystan's Predecessor performed by, for or on behalf of Rystan or Rystan's Predecessor, in either case that could require response, corrective or other action under any Environmental Law by the Surviving Corporation, Rystan or Rystan's Predecessor

(f) There was no disposal, spill, discharge, or release of any Hazardous Material on, at, or under the Property or any other property presently or formerly owned, leased, or operated by Rystan or Rystan's Predecessor (x) at any time during which neither Rystan nor Rystan's Predecessor owned, leased or operated the Property or other such property or facility or (y) other than in connection with manufacturing, packaging or other activities related to the business of Rystan or Rystan's Predecessor performed by, for or on behalf of Rystan or Rystan's Predecessor, in either case that could require response, corrective or other action under any Environmental Law by the Surviving Corporation, Rystan or Rystan's Predecessor.

(g) This Section 3.16 constitutes GWC's sole representation with respect to any Environmental Law, Environmental Permit or Hazardous Material.

"Environmental Law" means CERCLA, the Resource Conservation and Recovery Act of 1976, as amended, the New Jersey Industrial Site Recovery Act ("ISRA"), the New Jersey Spill Compensation and Control Act, and any other applicable federal, state, local, or foreign statute, rule, regulation, order, decree or judgment relating to pollution or protection of the environment, including, without limitation, release or threatened release of Hazardous Material.

"Environmental Permit" means any permit, license, approval, or other authorization by a federal, state, local, or foreign government or regulatory entity pursuant to any Environmental Law.

"Hazardous Material" means any pollutant, contaminate, or hazardous or toxic waste or substance regulated by any applicable Environmental Law.

SECTION 3.17. Finders or Brokers. Neither GWC nor any of its affiliates has employed any investment banker, broker, finder or intermediary in connection with the transactions contemplated hereby who may reasonably be expected to be entitled to a fee or any commission, directly or indirectly, from any such person.

SECTION 3.18. Title to Property. Section 3.18 of the Disclosure Schedule lists each interest in real property leased by Rystan, including a listing of all leases and other agreements under which any such real property is held. Rystan does not own or have any other interest in real property other than pursuant to such leases. Rystan has good and marketable title to all of its (i) leasehold interests listed in Section 3.18 of the Disclosure Schedule and (ii) personal property, including all equipment and leasehold improvements located at Rystan's principal offices, all of which are free and clear of any and all liens, pledges, security interests or other encumbrances of every kind, nature and description whatsoever ("Liens"), except (i) the Liens set forth in Section 3.18 of the Disclosure Schedule and (ii) Liens that are matters of public record or which do not, individually or in the aggregate, materially impair the value, marketability or operations of the interest or property to which they relate in the operation of Rystan as currently conducted ((i) and (ii) collectively, "Permitted Liens").

SECTION 3.19. Inventory. Except as disclosed in Section 3.19 of the Disclosure Schedule, the Interim Balance Sheet accurately reflects the inventory, works-in-process and raw materials owned by Rystan as of the date thereof and Rystan's inventory, works-in-process and raw materials are in all material respects within specifications and fit for their intended commercial use and purpose.

SECTION 3.20. Investment Intent. Except in accordance with applicable law: (a) GWC is acquiring the Integra Securities for investment for its own account, not as a

nominee or agent, and not with a view to the resale or distribution of any part thereof; (b) GWC has no present intention of selling, granting any participation in, or otherwise distributing the Integra Securities; and (c) GWC does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Integra Securities.

SECTION 3.21. Investment Experience. GWC has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Integra Securities. GWC is an "accredited investor" as such term is defined in Rule 501 of the General Rules and Regulations under the Securities Act.

SECTION 3.22. Restricted Securities; Certain Acknowledgments.

(a) GWC understands that: (i) the Integra Securities are not registered under the Securities Act of 1933, as amended (the "Securities Act") or qualified under any state securities laws; (ii) the Integra Securities are being issued to GWC on the ground that the issuance of securities hereunder is exempt from registration under the Securities Act and from applicable state securities laws; and (iii) Integra's reliance on such exemptions is predicated on GWC's representations set forth herein. GWC understands that these exemptions only exempt the issuance of the Integra Securities to GWC and not any sale or other disposition of the Integra Securities or any interest therein by GWC. GWC acknowledges that the Integra Securities may not be resold or transferred unless the Integra Securities are first registered under federal securities laws or unless an exemption from such registration is available, and that any resale or transfer must comply with applicable state securities laws.

(b) GWC acknowledges receipt of such documents, agreements and information concerning Integra as GWC has required and confirms that: (i) Integra has afforded GWC the opportunity to ask questions of and receive answers from Integra's officers concerning GWC's investment in the Integra Securities and to obtain such additional information as Seller has requested; and (ii) GWC has availed itself of such opportunity to the extent it deems necessary and has received the information requested.

SECTION 3.23. Insurance.

(a) The insurance policies disclosed in Section 3.23 of the Disclosure Schedule are sufficient for compliance with applicable laws, rules and regulations and agreements to which Rystan is a party or by which it or its assets are bound, are valid and enforceable and will not be affected by, terminate or lapse prior to the Effective Time by reason of the transactions contemplated by this Agreement.

(b) Rystan has not received: (i) any written notice or, to GWC's knowledge, other notice of cancellation of any insurance policy disclosed in Section 3.23 of the Disclosure Schedule or refusal of coverage thereunder; (ii) any written notice or, to GWC's knowledge, other notice that any issuer of such policy has filed

for protection under applicable bankruptcy or insolvency laws or is otherwise in the process of liquidating or has been liquidated; or (iii) any other written indication that any such policy may no longer be in full force or effect or that the issuer of any such policy may no longer be willing or able to perform its obligations thereunder.

(c) Schedule 3.23 of the Disclosure Schedule identifies any retrospective premium adjustments and outstanding claims or notices of claims under the insurance policies disclosed therein.

SECTION 3.24. Customers and Suppliers; Warranties. Except as disclosed in Section 3.24 of the Disclosure Schedule: (a) no customer that accounted for more than 10% of the gross revenues of Rystan during 1996 or 1997 has terminated or materially reduced, or has given written notice that it intends to terminate or materially reduce, the amount of business done with Rystan; (b) no supplier or vendor that accounted for more than $20,000 of the purchases of Rystan during 1996 or 1997 has terminated or materially reduced, or has given written notice that it intends to terminate or materially reduce, the amount of business done with Rystan; and (c) Rystan has not expressly agreed in writing to become responsible for consequential damages or, to GWC's knowledge, made any express written warranties to third parties with respect to any products created, manufactured, sold, distributed or licensed, or any services rendered, by Rystan.

SECTION 3.25. Certain Disclosure. To GWC's knowledge, there are no obligations or liabilities of Rystan existing as of the date hereof which are created by, or identified specifically as being obligations of Rystan in, the Agreement and Plan Merger dated April 21, 1998 among Elan Corporation, plc, GWC Merger Co. and GWC which have not been disclosed to Integra in this Agreement or the Disclosure Schedule.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF INTEGRA

Integra represents and warrants to GWC that:

SECTION 4.01. Organization. Integra is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New Jersey.

SECTION 4.02. Capitalization. The authorized capital stock of Integra consists of 60,000,000 shares of Integra Common Stock and 15,000,000 shares of Preferred Stock, par value $.01 per share, of which 2,000,000 shares have been designated as Series A Convertible Preferred Stock ("Series A Preferred Stock"). As of the date of this Agreement, there are 14,893,654 shares of Integra Common Stock and 500,000 shares of Series A Preferred Stock outstanding. Except as disclosed in the SEC Filings or issued in the ordinary course of business under plans disclosed in the SEC Filings, there are no existing options, warrants,

calls, subscriptions, or other similar rights, commitments or agreements obligating Integra to issue, transfer or sell any shares of capital stock of Integra or any other securities convertible into or evidencing the right to subscribe for any shares of capital stock of Integra. Except as disclosed in the SEC Filings, no person has any registration rights with respect to any Integra Common Stock or Series A Preferred Stock. There are no outstanding stock appreciation rights with respect to Integra Common Stock. Integra directly owns all of the outstanding shares of capital stock of Merger Sub free and clear of any Liens.

SECTION 4.03. Authority; Due Execution.

(a) Integra has all necessary corporate power and authority to execute and deliver this Agreement, the Registration Rights Agreement and the Integra Warrants and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement, the Registration Rights Agreement and the Integra Warrants by Integra and the consummation by Integra of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action and no other proceedings on the part of Integra are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. Each of this Agreement, the Registration Rights Agreement and the Integra Warrants has been duly and validly executed and delivered by Integra and, assuming the due authorization, execution and delivery hereof and thereof by the other parties thereto, if any, constitutes a valid and binding obligation of Integra, enforceable against Integra in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) Merger Sub has all necessary corporate and shareholder power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Merger Sub and the consummation by Merger Sub of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate and shareholder action and no other proceedings on the part of Merger Sub or its shareholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Merger Sub and, assuming the due authorization, execution and delivery thereof by the other parties hereto, constitutes a valid and binding obligation of Merger Sub, enforceable against Merger Sub in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) The Surviving Corporation has all necessary corporate power and authority to execute and deliver the Lease and to consummate the transactions contemplated thereby. The execution and delivery of the Lease by the Surviving Corporation and the consummation by the Surviving Corporation of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate

action and no other corporate proceedings on the part of the Surviving Corporation are necessary to authorize the Lease or to consummate the transactions contemplated thereby. The Lease has been duly and validly executed and delivered by the Surviving Corporation and, assuming the due authorization, execution and delivery thereof by GWC, constitutes a valid and binding obligation of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

SECTION 4.04. Integra Securities. The Integra Securities are duly authorized and validly issued, fully paid and non-assessable and free and clear of any Liens. The Integra Securities have not been issued in violation of or subject to any preemptive rights of any person. When issued and paid for in accordance with the terms of the Integra Warrants, the shares of Integra Common Stock issuable upon exercise of the Integra Warrants will be duly authorized and validly issued, fully paid and non-assessable and free and clear of any Liens.

SECTION 4.05. No Violations. Except for the filing of the Certificate of Merger with the Secretary of State of the State of New Jersey, no filing with, notification to or permit, authorization, consent or approval of, any Governmental Authority is necessary on the part of Integra or Merger Sub for the consummation by Integra or Merger Sub of the transactions contemplated hereby, except for notices required to be filed with certain state and federal securities commissions after the Effective Time, which notices will be filed on a timely basis, and except for filings, notifications, permits, authorizations, consents or approvals, the failure of which to make, receive or obtain are not reasonably likely to, individually or in the aggregate, impair the ability of Integra or Merger Sub to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not (i) conflict with or breach any provision of the Articles of Incorporation or By-laws of Integra or Merger Sub, (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Integra or Merger Sub or any of their respective properties or assets, (iii) result in, require or permit the creation or imposition of any Lien upon or with respect to the Integra Securities or the shares of Integra Common Stock issuable upon exercise of the Integra Warrants or (iv) violate, breach or constitute a default under, any agreement or other instrument to which Integra or Merger Sub is a party, excluding such violations, breaches and defaults that, individually or in the aggregate, are not reasonably likely to impair the ability of Integra or Merger Sub to consummate the transactions contemplated hereby or that have not had and are not reasonably likely to have, individually or in the aggregate, an Integra Material Adverse Effect.

SECTION 4.06. SEC Filings. Integra has timely filed all reports, registration statements and other documents required to be filed by it (the "SEC Filings") under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The SEC Filings were prepared in accordance and complied in all material respects with the

applicable requirements of the Securities Act or the Exchange Act, as the case may be. None of such SEC Filings, including, without limitation, any financial statements, exhibits and schedules included therein and documents incorporated therein by reference, at the time filed, declared effective or mailed, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 4.07. Litigation. Except as disclosed in the SEC Filings, there are no claims, actions, proceedings or investigations pending or, to Integra's knowledge, threatened against Integra or Merger Sub or any asset of Integra or Merger Sub before any court, arbitrator or Governmental Authority that, individually or in the aggregate, would impair the ability of Integra or Merger Sub to consummate the transactions contemplated hereby. As of the date hereof, neither Integra nor Merger Sub nor any asset of Integra or Merger Sub is subject to any order, writ, judgment, injunction, decree, determination or award that would, individually or in the aggregate, impair ability of Integra or Merger Sub to consummate the transactions contemplated hereby.

SECTION 4.08. Finders or Brokers. Neither Integra nor any of its affiliates has employed any investment banker, broker, finder or intermediary in connection with the transactions contemplated hereby who may reasonably be expected to be entitled to a fee or any commission, directly or indirectly, from any such person.

SECTION 4.09. Certain Acknowledgments. Integra acknowledges receipt of such documents, agreements and information concerning GWC and Rystan as Integra has required and confirms that: (i) GWC and Rystan have afforded Integra the opportunity to ask questions of and receive answers from GWC's and Rystan's officers concerning Integra's acquisition of Rystan and to obtain such additional information as Integra has requested; and (ii) Integra has availed itself of such opportunity to the extent it deems necessary and has received the information requested.

SECTION 4.10. Absence of Changes or Events. Except as disclosed in writing by Integra to GWC, since June 30, 1998, Integra has not taken any action or suffered any change (other than ongoing operating losses incurred by Integra) that has had or is reasonably likely to have, individually or in the aggregate, an Integra Material Adverse Effect.

ARTICLE V

COVENANTS

SECTION 5.01. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or appropriate under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining of all necessary consents, approvals or waivers for and lifting any legal bar to the consummation of the transactions contemplated hereby. Each of the parties hereto shall perform all of its obligations under this Agreement and shall not take any action that would cause any other party to fail to perform its obligations hereunder.

SECTION 5.02. Public Announcements. Before any party hereto issues any press release or otherwise makes any public statement with respect to this Agreement or any of the transactions contemplated hereby, such party will consult with the other parties hereto as to its form and substance and shall not issue any such press release or make any such public statement prior to obtaining the other parties' consent (which consent will not be unreasonably withheld or delayed), except as may be required by law.

SECTION 5.03. Employees and Employee Benefits.

(a) Effective as of the Effective Time, all employees of Rystan immediately prior to the Effective Time (other than those on long-term disability and those that are and have been on leave of absence for six months or longer) shall become employees of the Surviving Corporation ("Surviving Corporation Employees") and shall cease active participation in all Employee Benefit Plans that are not maintained by Integra or the Surviving Corporation.

(b) Effective as of the Effective Time, Surviving Corporation Employees who immediately prior to the Effective Time were participants in the Carnrick Employees' Incentive and Savings Plan (the "Carnrick 401(k) Plan") shall cease to be eligible for any future contributions to the Carnrick 401(k) Plan, shall have a fully vested and non-forfeitable interest in their vested and unvested account balances in the Carnrick 401(k) Plan, and shall be entitled to a distribution of their account balances under the Carnrick 401(k) Plan in accordance with and to the extent permitted by Section 401(k)(10) of the Code and other applicable provisions of the Code. Surviving Corporation Employees who receive an eligible rollover distribution (within the meaning of Section 402(f)(2) of the Code, including a direct rollover distribution with the meaning of Section 401(a)(31) of the Code) from the Carnrick 401(k) Plan shall, subject to the provisions of Section 402 of the Code and upon presentation of an IRS favorable determination letter with respect to the Carnrick 401(k) Plan and an

opinion of counsel satisfactory to Integra, be permitted to make a rollover contribution to a defined contribution plan of Integra.

(c) Effective as of October 1, 1998, Surviving Corporation Employees and their covered dependents shall be eligible to enroll in such welfare plans (as defined in Section 3(1) of ERISA) as Integra or the Surviving Corporation shall make available to new employees hired by the Surviving Corporation after the Effective Time (the "Surviving Corporation Welfare Plans") and shall (except for the obligation under the next sentence and under paragraph (d) of this Section 5.03) be otherwise subject to the terms and conditions of such Surviving Corporation Welfare Plans. Effective as of October 1, 1998, Surviving Corporation Employees shall be eligible to enroll in Surviving Corporation Welfare Plans which provide medical benefits without (i) any waiting periods, (ii) any evidence of insurability and (iii) application of any pre-existing physical or mental condition, restrictions, except to the extent that such waiting periods, evidence of insurability, or pre-existing mental or physical condition restrictions would apply under GWC's welfare plans and be permitted by law.

(d) The Surviving Corporation shall have responsibility for "continuation coverage" obligations with respect to Surviving Corporation Employees and "qualified beneficiaries" of such Surviving Corporation Employees for whom a "qualifying event" occurs on or after October 1, 1998. The phrases "continuation coverage, "qualified beneficiaries" and "qualifying event" shall have the meaning ascribed to them in Section 4980B of the Code and Section 601-608 of ERISA.

(e) The parties hereto expressly acknowledge that the Surviving Corporation shall be obligated to pay all liabilities under the employee benefit plans that are maintained for Surviving Corporation Employees to or in respect of any Surviving Corporation Employee terminated for any reason at or after the Effective Time, including, without limitation, any liability triggered under any employment compensation or government-mandated benefits relating to the termination of any Surviving Corporation Employee at or after the Effective Time, including, without limitation, under the Workers Adjustment and Retraining Notification Act of 1998.

(f) The parties hereto expressly acknowledge that Integra and the Surviving Corporation shall not be obligated to pay any liabilities under the employee benefit plans that were maintained for Rystan employees to or in respect of any such employee terminated for any reason prior to the Effective Time (but not those on short-term disability or leave of absence), including, without limitation, any liability triggered under any employment compensation or government-mandated benefits relating to the termination of any such employee prior to the Effective Time, including, without limitation, under the Workers Adjustment and Retraining Notification Act of 1988. The parties hereto acknowledge that Rystan employees on short-term disability or leave of absence for fewer than six months at the Effective

Time shall not be deemed to have been terminated prior to the Effective Time for purposes of this Section 5.03(f).

(g) Integra shall cause the Surviving Corporation to offer compensation and benefits to Surviving Corporation Employees that are substantially equivalent when taken as a whole to the compensation and benefits that such employees enjoyed before the Effective Time; provided that nothing in this Section 5.03(g) shall obligate the Surviving Corporation to renew any employment agreement after its expiration or termination or preclude the Surviving Corporation from terminating Surviving Corporation Employees employed at will after October 1, 1998.

SECTION 5.04. Certain Restrictive Covenants.

(a) From and after the Effective Time, GWC shall not disclose, directly or indirectly, to any person other than directors, officers, employees or agents of Integra or the Surviving Corporation, without the express authorization of Integra, any customer lists, pricing strategies, customer and employee files and records, any proprietary data or trade secrets of the Surviving Corporation, or any financial or other information about the Surviving Corporation not in the public domain.

(b) For a period of two years from and after the Effective Time, GWC shall not solicit the Surviving Corporation's customers, suppliers, employees or independent contractors to cease doing business, or their association or employment, with the Surviving Corporation.

(c) GWC expressly acknowledges that damages alone may be an inadequate remedy for any breach or violation of any of the provisions of this Section 5.04, and that Integra, in addition to all other remedies under this Agreement, shall be entitled to seek injunctive relief, including specific performance, with respect to any such breach or violation, in any court of competent jurisdiction.

(d) The invalidity or unenforceability of any provision of this Section 5.04 shall not affect the validity or enforceability of any other provision of this Section 5.04, which shall remain in full force and effect, and in the event that any provision of this Section 5.04 shall be determined to be invalid or unenforceable for any reason, such provision shall be construed by limiting it so as to be valid and enforceable to the fullest extent compatible with and possible under applicable law.

SECTION 5.05. Costs and Expenses. GWC shall pay its fees and expenses and those of its agents and advisors incurred in connection with the transactions contemplated by this Agreement (including, without limitation, all legal and accounting fees (collectively, "Transaction Costs")); it being agreed that the proposed acquisition of Rystan contemplated by this Agreement is not in the ordinary course of Rystan's business, that Rystan has not incurred or paid any Rystan Transaction Costs and that none of GWC's Transaction Costs incurred in connection with the transactions contemplated hereby have been or shall be borne by Rystan.

SECTION 5.06. Consulting Arrangement. At the request of Integra, GWC shall make Edmond J. Bergeron available to Integra and the Surviving Corporation for consulting services through June 30, 1999 at a cost of $250 per hour payable to GWC, such consulting services to be provided at such times as will not unreasonably interfere with Mr. Bergeron's duties as an officer and director of GWC and, in any event, not to exceed three hours during any calendar quarter without the mutual consent of GWC and Integra.

SECTION 5.07. Packaging. GWC agrees to utilize the Surviving Corporation to package for GWC the products packaged by Rystan immediately prior to the Effective Time on substantially the same terms and conditions as in effect immediately prior to the Effective Time, unless and until either party gives the other party 60 days prior written notice of its intention to terminate such arrangement.

ARTICLE VI

INDEMNIFICATION

SECTION 6.01. Survival. Notwithstanding any otherwise applicable statute of limitations and despite any investigations made prior to the Effective Time, the representations and warranties made by GWC and Integra in this Agreement shall survive the Effective Time until May 1, 1999; except that the representations and warranties set forth in (a) Section 3.15 shall survive the Effective Time until the expiration of all applicable statutes of limitations, (b) Section 3.16(f) shall survive the Effective Time indefinitely and (c) Sections 3.16(a), (b), (c), (d) and (e) shall survive the Effective Time until the latter to occur of (i) the third anniversary of the sale or other disposition by GWC to a non-affiliate, third party of the Property and (ii) the eighth anniversary of the date of this Agreement.

SECTION 6.02. Indemnification by GWC.

(a) Subject to the provisions of Sections 6.02(b) and (c), GWC shall indemnify and hold harmless Integra, the Surviving Corporation and their respective officers, directors, employees and agents (each, an "Integra Indemnified Party") from and against any and all losses, liabilities and damages, including, without limitation, reasonable costs and fees of counsel, resulting from any breach of the covenants, representations and warranties made by GWC in this Agreement (collectively, "Integra Losses"). The Integra Indemnified Parties shall use all commercially reasonable efforts to mitigate all Integra Losses.

(b) Except as provided in Section 6.02(c), in no event shall GWC be liable to any Integra Indemnified Party pursuant to this Article VI for Integra Losses (excluding Integra Losses resulting from a breach by GWC of Sections 3.15, 3.16, 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 7.01, 7.04 and 7.07) unless and until all Integra Losses (excluding Integra Losses resulting from a breach by GWC of Sections 3.15, 3.16, 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 7.01, 7.04 and 7.07) of the Integra Indemnified Parties exceed, in the aggregate, $75,000, in which case the Integra Indemnified

Parties shall be entitled to recover the portion of such aggregate Integra Losses in excess of $75,000 up to an amount which does not exceed $1,500,000.

(c) Subject to the provisions of Section 6.02(d), GWC shall be liable to the Integra Indemnified Parties, without duplication, for Integra Losses resulting from a breach by GWC of (i) Sections 3.15, 3.16(f), 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 7.01, 7.04 and 7.07) on a dollar for dollar basis, without limitation, and (ii) Sections 3.16(a), (b), (c), (d) and (e), collectively, on the following basis: (x) 50% for the first $4,000,000 of such Integra Losses ("Layer A"); (y) 100% for the next $6,000,000 of such Integra Losses in excess of Layer A ("Layer B"); and (z) 50% for all such Integra Losses in excess of Layer B.

(d) The parties hereto agree that in the event an Integra Loss results from a breach by GWC of Section 3.16(f) and one or more of Sections 3.16(a), (b), (c) and (d), such Integra Loss shall be deemed to result from a breach by GWC of Section 3.16(f) only and Section 6.02(c)(i) shall govern.

SECTION 6.03. Indemnification by Integra.

(a) Subject to the provisions of Section 6.03(b), Integra shall indemnify and hold harmless GWC and its officers, directors, employees and agents (each, a "GWC Indemnified Party") from and against any and all losses, liabilities and damages, including, without limitation, reasonable costs and fees of counsel, resulting from any breach of the covenants, representations and warranties made by Integra in this Agreement (collectively, "GWC Losses"). The GWC Indemnified Parties shall use all commercially reasonable efforts to mitigate all GWC Losses.

(b) In no event shall Integra be liable to any GWC Indemnified Party pursuant to this Article VI for GWC Losses (excluding GWC Losses resulting from a breach by Integra of Sections 5.01, 5.02, 5.03, 5.07, 7.02, 7.04 and 7.07) unless and until all GWC Losses (excluding GWC Losses resulting from a breach by Integra of Sections 5.01, 5.02, 5.03, 5.07, 7.02, 7.04 and 7.07) of the GWC Indemnified Parties exceed, in the aggregate, $75,000, in which case the GWC Indemnified Parties shall be entitled to recover the portion of such aggregate GWC Losses in excess of $75,000 up to an amount which does not exceed $1,500,000; it being understood that, notwithstanding the foregoing, Integra shall be liable to GWC on a dollar for dollar basis, without limitation, for GWC Losses resulting from a breach by Integra of Sections 5.01, 5.02, 5.03, 5.07, 7.02, 7.04 or 7.07.

SECTION 6.04 Procedure. Promptly after acquiring knowledge of any Integra Loss or GWC Loss (each, a "Loss") or any suit, action, proceeding or claim (each, a "Claim") which may result in a Loss, an Integra Indemnified Party or GWC Indemnified Party, as the case may be, shall notify GWC or Integra, as the case may be, of the same in writing specifying in detail the nature of such Loss or Claim and the facts pertaining thereto. GWC or Integra, as the case may be, shall be entitled, but not obligated, to assume the defense of any such Claim by giving written notice to such Integra Indemnified Party or GWC Indemnified

Party, as the case may be, within 30 days after having received written notice therefrom and to have the sole control of the defense and settlement thereof (but only, with respect to any settlement, if such settlement involves an unconditional release of such Integra Indemnified Party or GWC Indemnified Party, as the case may be, in respect of such claim), including the retention of counsel and the payment of all fees and expenses.

SECTION 6.05. Measurement of Damages.

(a) If any event shall occur which would entitle an Integra Indemnified Party or GWC Indemnified Party, as the case may be, to indemnification under this Article VI, such Integra Indemnified Party or GWC Indemnified Party, as the case may be, shall make claims for recovery under any applicable insurance policy with respect to such Loss, and no Loss shall be deemed to have been sustained to the extent of any net proceeds received by such Integra Indemnified Party or GWC Indemnified Party, as the case may be, from any such insurance policy; provided, however, that such Integra Indemnified Party or GWC Indemnified Party, as the case may be, shall not be required to threaten or commence suit or take any similar action to compel coverage, or receive any proceeds, under any such insurance policy in order to be indemnified for a claim under this Article VI.

SECTION 6.06. Investigations. The indemnification obligations contained in this Article VI shall remain in full force and effect regardless of any investigation made or omitted by an Integra Indemnified Party or GWC Indemnified Party, as the case may be. SECTION 6.07. Sole Remedy. Except as otherwise provided in this Agreement, the indemnification rights set forth in this Article VI shall be the sole remedy available to the Integra Indemnified Parties and GWC Indemnified Parties for all matters covered by this Agreement.

ARTICLE VII

TAX MATTERS

SECTION 7.01. Tax Indemnification by GWC. GWC shall indemnify and hold harmless Integra and the Surviving Corporation, without duplication, against any and all losses, liabilities and damages, including, without limitation, reasonable costs and fees of counsel, resulting from, arising out of, relating to, in the nature of or caused by the liability of the Surviving Corporation for the Taxes of any affiliate of Athena Neurosciences, Inc. or GWC (not including Rystan) under Treas. Reg. ss. 1.1502-6 (or any similar provision of state, local or foreign law) for periods during which Rystan was a member of the affiliated group of Athena Neurosciences, Inc. or GWC for United States federal income tax purposes.

SECTION 7.02. Tax Indemnification by Integra. Integra shall indemnify and hold harmless GWC from and against (a) any and all Taxes (other than Taxes referred to in Section 7.01 or attributable to a misrepresentation in Section 3.15) with respect to the Surviving Corporation for any period beginning after the Closing Date and (b) any and all Taxes

attributable to the acts or omissions of Integra or any affiliate of Integra (including the Surviving Corporation) (i) after the Closing Date or (ii) out of the ordinary course of business after the Closing but on the Closing Date.

SECTION 7.03. Allocation of Certain Taxes. Any income Taxes for a taxable period beginning on or prior to the Closing Date and ending after the Closing Date with respect to the Surviving Corporation shall be apportioned between GWC and Integra based on a closing of the books of Rystan at the close of business on the Closing Date. For purposes of the provisions of Sections 7.01, 7.02, 7.03 and 7.05, each portion of such period shall be deemed to be a taxable period whether or not it is in fact a taxable period.

SECTION 7.04. Filing Responsibility. GWC shall prepare and file or shall cause Rystan to prepare and file the following Tax Returns with respect to Rystan: (a) all consolidated or combined income Tax Returns for any taxable period ending on or prior to the Closing Date that include GWC; and (b) all Tax Returns required to be filed (taking into account extensions) prior to the Effective Time. Integra and the Surviving Corporation will furnish Tax information to GWC for inclusion in GWC's federal consolidated income Tax Returns for the period that includes the Closing Date in accordance with Rystan's past practice. Integra and the Surviving Corporation shall prepare and file all other Tax Returns with respect to Rystan and/or the Surviving Corporation.

SECTION 7.05. Refunds and Carrybacks.

(a) GWC shall be entitled to any refunds or credits of income Taxes of GWC, Rystan or their affiliates for taxable periods ending on or prior to the Closing Date except that GWC shall pay to the Surviving Corporation 50% of any refunds that are attributable to any carryback of Tax items generated by the Surviving Corporation after the Effective Time.

(b) Integra shall or shall cause the Surviving Corporation to forward to GWC or to reimburse GWC for any refunds or credits due GWC pursuant to this Section 7.05, together with related interest, promptly after receipt thereof.

SECTION 7.06. Cooperation and Exchange of Information. GWC and Integra and their respective affiliates shall cooperate in the preparation of all Tax Returns. Such cooperation shall include, but not be limited to, furnishing such information within such party's possession reasonably requested by the party filing such Tax Returns as is relevant to their preparation.

SECTION 7.07. Closing Date Balance Sheet.

(a) As soon as practicable following the Closing Date, GWC shall prepare and deliver to Integra an unaudited balance sheet of Rystan as of the close of business on the Closing Date (the "Closing Date Balance Sheet"). The Closing Date Balance Sheet shall be prepared in accordance with United States generally accepted accounting principles consistently applied (except as may be indicated therein). Integra shall have 30 days to review the Closing Date Balance Sheet, during which

time it shall have reasonable access to all relevant books and records, employees and accountants of Rystan to the extent necessary to complete its review. Unless Integra shall deliver written notice to GWC on or prior to the 30th day following receipt of the Closing Date Balance Sheet of its objection to the Closing Date Balance Sheet, which notice shall specify in detail each disputed item and the basis therefor, Integra shall be deemed to have accepted and agreed to the Closing Date Balance Sheet. In the event Integra so notifies GWC of its objection to the Closing Date Balance Sheet, GWC and Integra shall attempt in good faith to resolve their differences, and any resolution by them as to any disputed item shall be set forth in a memorandum of agreement and shall be final, binding and conclusive.

(b) Based on the Closing Date Balance Sheet, the Surviving Corporation shall pay to GWC an amount equal to Rystan's liability for income taxes for all taxable periods ended during the period beginning January 1, 1998 and ending the Closing Date (other than state taxes payable on a separate company basis).

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the parties hereto with respect to any of the terms contained herein.

SECTION 8.02. Waiver of Compliance; Consents. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the other parties hereto only by a written instrument signed by the parties granting such waiver, but such waiver of or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure, except as otherwise provided in such instrument. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8.02.

SECTION 8.03. Tax Opinion. Prior to the Effective Time, GWC shall have received an opinion of Cahill Gordon & Reindel, counsel to GWC, dated the Closing Date, to the effect that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Code.

SECTION 8.04. Notices. All notices and other communications hereunder shall be in writing and shall be delivered personally, by next-day courier or telecopied with written confirmation of receipt, to the parties at the addresses specified below (or at such other address for a party as shall be specified by like notice):

if to GWC or Rystan:

Elan Corporation, plc
Lincoln House
Lincoln Place
Dublin 2, IRELAND
Telecopy: 353-1-662-4960
Attention: General Counsel

with a copy to:

Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Telecopy: (212) 269-5420
Attention: William M. Hartnett, Esq.

and

Athena Neurosciences, Inc.
800 Gateway Boulevard
South San Francisco, California 94080
Telecopy: (650) 875-3620
Attention: General Counsel

if to Integra or the Surviving Corporation:

Integra LifeSciences Corporation
105 Morgan Lane
Plainsboro, New Jersey 08536
Telecopy: (609) 799-3297
Attention: President

with a copy to:

Drinker Biddle & Reath LLP
105 College Road East
Princeton, New Jersey 08542
Telecopy: (609) 799-7000
Attention: John E. Stoddard III, Esq.

Any such notice shall be effective upon receipt, if personally delivered or telecopied, or one day after delivery to a courier for next-day delivery; provided that notices of a change of address shall be effective only upon receipt thereof.

SECTION 8.05. Assignment; Third Party Beneficiaries. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the

rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of other the parties hereto. This Agreement is not intended to confer any rights or remedies hereunder upon any other person except the parties hereto and, with respect to Article VI, the respective officers, directors, employees and agents of Integra, the Surviving Corporation and GWC.

SECTION 8.06. Governing Law. This Agreement shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. The parties hereby irrevocably submit to the jurisdiction of the courts of the United States of America located in the County of New York in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts.

SECTION 8.07. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect against a party hereto, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and such invalidity, illegality or unenforceability shall only apply as to such party in the specific jurisdiction where such judgment shall be made.

SECTION 8.08. Interpretation. The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 8.09. Entire Agreement. This Agreement, including all Exhibits and the Disclosure Schedule, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

SECTION 8.10. Counterparts. This Agreement may be executed and delivered (including by telecopier) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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

INTEGRA LIFESCIENCES CORPORATION

By: /s/ David B. Holtz

RC ACQUISITION CORPORATION

By: /s/ David B. Holtz

GWC HEALTH, INC.

By: /s/ Thomas Lynch

RYSTAN COMPANY, INC.

By: /s/ Thomas Lynch

Exhibit 4.1

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS IT IS REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE THEREUNDER.

Date: September 28, 1998

WARRANT TO PURCHASE 150,000 SHARES OF COMMON STOCK OF INTEGRA LIFESCIENCES CORPORATION

Void after 5:00 P.M. (Eastern Time) on the Expiration Date (as defined herein)

THIS CERTIFIES that GWC Health, Inc., a New Jersey corporation (the "Warrant Holder"), or registered assigns, is entitled to purchase from INTEGRA LIFESCIENCES CORPORATION (the "Company"), a Delaware corporation, at any time after the date hereof and until 5:00 P.M. (Eastern Time) on the Expiration Date, One Hundred Fifty Thousand (150,000) fully paid and nonassessable shares of Common Stock of the Company, $.01 par value per share (the "Common Stock"), at a purchase price of $6.00 per share, in each case subject to adjustment as provided in Section 6 hereof.

1. Definitions. For the purpose of this Warrant:

(a) "Expiration Date" shall mean January 31, 2000, provided that if the average closing price (last trade) of the Common Stock on the NASDAQ National Market for the relevant Trading Period (as defined herein) is less than $8.00 per share (appropriately adjusted for stock splits, reverse stock splits, reclassifications and the like), then the Expiration Date shall be extended by one year, but in no event shall the Expiration Date be extended beyond January 31, 2003.

(b) "Trading Period" shall mean the thirty (30) trading days ending on the fifth day immediately preceding the then-current Expiration Date.

(c) "Warrant Price" shall mean the price per share at which shares of Common Stock of the Company are purchasable hereunder, as such price may be adjusted from time to time hereunder.

(d) "Warrant Shares" shall mean the Common Stock purchased upon exercise of Warrants.

(e) "Warrants" shall mean this original Warrant to purchase Common Stock of the Company and any and all Warrants which are issued in exchange or substitution for the Warrant pursuant to the terms of that Warrant.

2. Method of Exercise of Warrants. This Warrant may be exercised at any time after the date hereof and prior to 5:00 P.M. (Eastern Time) on the Expiration Date, in whole or in part (but not as to fractional shares), by the surrender of the Warrant, manually or by facsimile transmission, with the Purchase Agreement attached hereto as Exhibit A properly completed and duly executed, at the principal office of the Company at 105 Morgan Lane, Plainsboro, New Jersey 08536, facsimile number (609) 799-3297, or such other location which shall at that time be the principal office of the Company (the "Principal Office"), and upon payment to it by certified check or bank draft or wire transfer of immediately available funds to the order of the Company of the purchase price for the shares to be purchased upon such exercise. The person entitled to the shares so purchased shall be treated for all purposes as the holder of such shares as of the close of business on the date of exercise and certificates for the shares of stock so purchased shall be delivered to the person so entitled within a reasonable time, not exceeding thirty (30) days, after such exercise. Unless this Warrant has expired, a new Warrant of like tenor and for such number of shares as the holder of this Warrant shall direct, representing in the aggregate the right to purchase a number of shares with respect to which this Warrant shall not have been exercised, shall also be issued to the holder of this Warrant within such time.

3. Exchange. This Warrant is exchangeable, upon the surrender thereof by the holder thereof at the Principal Office of the Company, for new Warrants of like tenor registered in such holder's name and representing in the aggregate the right to purchase the number of shares purchasable under the Warrant being exchanged, each of such new Warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by said holder at the time of such surrender.

4. Transfer. Subject to restrictions on transfer set forth herein, this Warrant is transferable, in whole or in part, at the Principal Office of the Company by the holder thereof, in person or by duly authorized attorney, upon presentation of this Warrant, properly endorsed, for transfer. Each holder of this Warrant, by holding it, agrees that the Warrant, when endorsed in blank, may be deemed negotiable, and that the holder thereof, when the Warrant shall have been so endorsed, may be treated by the Company and all other persons dealing with the Warrant as the absolute owner thereof for any purpose and as the person entitled to exercise the rights represented by the Warrant, or to the transfer thereof on the books of the Company, any notice to the contrary notwithstanding.

5. Certain Covenants of the Company. The Company covenants and agrees that all shares which may be issued upon the exercise of this Warrant, will, upon issuance, be duly authorized and validly issued, fully paid and nonassessable and free and clear of any liens or

encumbrances whatsoever. The Company covenants and agrees that none of the shares which may be issued upon the exercise of this Warrant will, upon issuance, be in violation of or subject to any preemptive rights of any person. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized, and reserved for the purpose of issue upon exercise of the purchase rights evidenced by this Warrant, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant.

6. Adjustment of Purchase Price and Number of Shares. The number and kind of securities purchasable upon the exercise of the Warrants and the Warrant Price shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) Reclassification, Consolidation or Merger. At any time while the Warrants remain outstanding and unexpired, in case of any reclassification or change of outstanding securities issuable upon exercise of the Warrants (other than a change in par value, or from par value to no par value, or from no par value to par value or as a result of a subdivision or combination of outstanding securities issuable upon the exercise of the Warrants) or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with another corporation in which the Company is a continuing corporation and which does not result in any reclassification or change of rights of outstanding securities issuable upon exercise of the Warrants, other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination of outstanding securities issuable upon exercise of the Warrants), the Company, or such successor corporation, as the case may be, shall, without payment of any additional consideration therefor, execute new Warrants providing that the holders of the Warrants shall have the right to exercise such new Warrants (upon terms not less favorable to the holders than those then applicable to the Warrants) and to receive upon such exercise, in lieu of each share of Common Stock or other security theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money or property receivable upon such reclassification, change, consolidation or merger by the holder of one share of Common Stock or other security issuable upon exercise of the Warrants had the Warrants been exercised immediately prior to such reclassification, change, consolidation or merger. Such new Warrants shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 6. The provisions of this subsection 6(a) shall similarly apply to successive reclassifications, changes, consolidations and mergers.

(b) Subdivision or Combination of Shares. If the Company at any time while the Warrants remain outstanding and unexpired shall subdivide or combine its Common Stock, (i) the Warrant Price shall be proportionately reduced, and the number of shares of Common Stock for which this Warrant may be exercised shall be proportionately increased, in case of subdivision of such shares, as of the effective date of such subdivision, or, if the Company shall take a record of holders of its Common Stock for the purpose of so subdividing, as of such record date, whichever is earlier, or (ii) the Warrant Price shall be proportionately increased, and the number of shares of Common Stock for which this Warrant may be exercised shall be proportionately reduced, in the case of combination of such shares, as of the effective date of such combination, or, if the Company shall take a record of holders of its Common Stock for the purpose of so combining, as of such record date, whichever is earlier.

(c) Stock Dividends. If the Company at any time while the Warrants are outstanding and unexpired shall pay a dividend in shares of, or make other distribution of shares of, its Common Stock, then the Warrant Price shall be adjusted, as of the date the Company shall take a record of the holders of its Common Stock for the purpose of receiving such dividend or other distribution (or if no such record is taken, as at the date of such payment or other distribution), to that price determined by multiplying the Warrant Price in effect immediately prior to such payment or other distribution by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution, and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution (the "Fraction"), and the number of shares of Common Stock issuable upon exercise of this Warrant shall be adjusted by multiplying such number by the reciprocal of the Fraction. The number of shares of Common Stock at any time outstanding shall not include any shares thereof then directly or indirectly owned or held by or for the account of the Company or any wholly-owned subsidiary. The provisions of this subsection 6(c) shall not apply under any of the circumstances for which an adjustment is provided in subsections 6(a) or 6(b).

(d) Liquidating Dividends, Etc. If the Company at any time while the Warrants are outstanding and unexpired makes a distribution of its assets to the holders of its Common Stock as a dividend in liquidation or by way of return of capital or other than as a dividend payable out of earnings or surplus legally available for dividends under applicable law or any distribution to such holders made in respect of the sale of all or substantially all of the Company's assets (other than under the circumstances provided for in the foregoing subsections 6(a) through 6(c)), the Warrant Holder shall be entitled to receive upon the exercise hereof, in addition to the shares of Common Stock receivable upon such exercise, and without payment of any consideration other than the Warrant Price, an amount of such assets so distributed equal to the value of such distribution per share of Common Stock multiplied by the number of shares of Common Stock which, on the record date for such distribution, are issuable upon exercise of this Warrant (with no further adjustment being made following any event which causes a subsequent adjustment in the number of shares of Common Stock issuable upon the exercise hereof), and an appropriate provision therefor shall be made a part of any such distribution. The value of a distribution which is paid in other than cash shall be determined by an independent appraiser designated by the Board of Directors of the Company.

(e) Notice of Adjustments. Whenever the Warrant Price or the number of shares of Common Stock purchasable under the terms of this Warrant at the Warrant Price shall be adjusted pursuant to this Section 6, the Company shall promptly prepare a certificate signed by its President or a Vice President and by its Treasurer or Assistant Treasurer or its Secretary or Assistant Secretary, setting forth in reasonable detail the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Company's Board of Directors made any determination hereunder), and the Warrant Price and number of shares of Common Stock purchasable at that Warrant Price after giving effect to such adjustment, and shall promptly cause copies of such certificate to be mailed (by first class and postage prepaid) to the registered holder of this Warrant.

7. Fractional Shares. No fractional shares of the Company's Common Stock will be issued in connection with any purchase hereunder but in lieu of such fractional shares, the

Company shall make a cash refund therefor equal in amount to the product of the applicable fraction multiplied by the Warrant Price paid by the holder for its Warrant Shares upon such exercise.

8. Loss, Theft, Destruction or Mutilation. Upon receipt by the Company of evidence reasonably satisfactory to it that any Warrant has been mutilated, destroyed, lost or stolen, and in the case of any destroyed, lost or stolen Warrant, a bond of indemnity reasonably satisfactory to the Company, or in the case of a mutilated Warrant, upon surrender and cancellation thereof, the Company will execute and deliver in the Warrant Holder's name, in exchange and substitution for the Warrant so mutilated, destroyed, lost or stolen, a new Warrant of like tenor substantially in the form thereof with appropriate insertions and variations.

9. Headings. The descriptive headings of the several sections of this Warrant are inserted for convenience only and do not constitute a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer on the date of this Warrant.

INTEGRA LIFESCIENCES CORPORATION

By: /s/ Stuart M. Essig

Exhibit A

PURCHASE AGREEMENT

Date:

TO:

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to purchase _____ shares of Common Stock covered by such Warrant, and makes payment herewith in full therefor at the price per share provided by this Warrant.

Signature:

Address:

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* * *

ASSIGNMENT

For Value Received, _____ hereby sells, assigns and transfers all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock covered by such Warrant, to:

NAME OF ASSIGNEE	ADDRESS	NO. OF SHARES

Dated:

Signature:

Witness:

Exhibit 4.2

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS IT IS REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE THEREUNDER.

Date: September 28, 1998

WARRANT TO PURCHASE
150,000 SHARES OF COMMON STOCK OF
INTEGRA LIFESCIENCES CORPORATION

Void after 5:00 P.M. (Eastern Time) on the
Expiration Date (as defined herein)

THIS CERTIFIES that GWC Health, Inc., a New Jersey corporation (the "Warrant Holder"), or registered assigns, is entitled to purchase from INTEGRA LIFESCIENCES CORPORATION (the "Company"), a Delaware corporation, at any time after the date hereof and until 5:00 P.M. (Eastern Time) on the Expiration Date, One Hundred Fifty Thousand (150,000) fully paid and nonassessable shares of Common Stock of the Company, $.01 par value per share (the "Common Stock"), at a purchase price of $7.00 per share, in each case subject to adjustment as provided in Section 6 hereof.

1. Definitions. For the purpose of this Warrant:

(a) "Expiration Date" shall mean December 31, 2002.

(b) "Warrant Price" shall mean the price per share at which shares of Common Stock of the Company are purchasable hereunder, as such price may be adjusted from time to time hereunder.

(c) "Warrant Shares" shall mean the Common Stock purchased upon exercise of Warrants.

(d) "Warrants" shall mean this original Warrant to purchase Common Stock of the Company and any and all Warrants which are issued in exchange or substitution for the Warrant pursuant to the terms of that Warrant.

2. Method of Exercise of Warrants. This Warrant may be exercised at any time after the date hereof and prior to 5:00 P.M. (Eastern Time) on the Expiration Date, in whole or in part (but not as to fractional shares), by the surrender of the Warrant, manually or by facsimile transmission, with the Purchase Agreement attached hereto as Exhibit A properly completed and duly executed, at the principal office of the Company at 105 Morgan Lane, Plainsboro, New Jersey 08536, facsimile number (609) 799-3297, or such other location which shall at that time be the principal office of the Company (the "Principal Office"), and upon payment to it by certified check or bank draft or wire transfer of immediately available funds to the order of the Company of the purchase price for the shares to be purchased upon such exercise. The person entitled to the shares so purchased shall be treated for all purposes as the holder of such shares as of the close of business on the date of exercise and certificates for the shares of stock so purchased shall be delivered to the person so entitled within a reasonable time, not exceeding thirty (30) days, after such exercise. Unless this Warrant has expired, a new Warrant of like tenor and for such number of shares as the holder of this Warrant shall direct, representing in the aggregate the right to purchase a number of shares with respect to which this Warrant shall not have been exercised, shall also be issued to the holder of this Warrant within such time.

3. Exchange. This Warrant is exchangeable, upon the surrender thereof by the holder thereof at the Principal Office of the Company, for new Warrants of like tenor registered in such holder's name and representing in the aggregate the right to purchase the number of shares purchasable under the Warrant being exchanged, each of such new Warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by said holder at the time of such surrender.

4. Transfer. Subject to restrictions on transfer set forth herein, this Warrant is transferable, in whole or in part, at the Principal Office of the Company by the holder thereof, in person or by duly authorized attorney, upon presentation of this Warrant, properly endorsed, for transfer. Each holder of this Warrant, by holding it, agrees that the Warrant, when endorsed in blank, may be deemed negotiable, and that the holder thereof, when the Warrant shall have been so endorsed, may be treated by the Company and all other persons dealing with the Warrant as the absolute owner thereof for any purpose and as the person entitled to exercise the rights represented by the Warrant, or to the transfer thereof on the books of the Company, any notice to the contrary notwithstanding.

5. Certain Covenants of the Company. The Company covenants and agrees that all shares which may be issued upon the exercise of this Warrant, will, upon issuance, be duly authorized and validly issued, fully paid and nonassessable and free and clear of any liens or encumbrances whatsoever. The Company covenants and agrees that none of the shares which may be issued upon the exercise of this Warrant will, upon issuance, be in violation of or subject to any preemptive rights of any person. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized, and reserved for the purpose of issue upon exercise of the purchase rights evidenced by this Warrant, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant.

6. Adjustment of Purchase Price and Number of Shares. The number and kind of securities purchasable upon the exercise of the Warrants and the Warrant Price shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) Reclassification, Consolidation or Merger. At any time while the Warrants remain outstanding and unexpired, in case of any reclassification or change of outstanding securities issuable upon exercise of the Warrants (other than a change in par value, or from par value to no par value, or from no par value to par value or as a result of a subdivision or combination of outstanding securities issuable upon the exercise of the Warrants) or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with another corporation in which the Company is a continuing corporation and which does not result in any reclassification or change of rights of outstanding securities issuable upon exercise of the Warrants, other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination of outstanding securities issuable upon exercise of the Warrants), the Company, or such successor corporation, as the case may be, shall, without payment of any additional consideration therefor, execute new Warrants providing that the holders of the Warrants shall have the right to exercise such new Warrants (upon terms not less favorable to the holders than those then applicable to the Warrants) and to receive upon such exercise, in lieu of each share of Common Stock or other security theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money or property receivable upon such reclassification, change, consolidation or merger by the holder of one share of Common Stock or other security issuable upon exercise of the Warrants had the Warrants been exercised immediately prior to such reclassification, change, consolidation or merger. Such new Warrants shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 6. The provisions of this subsection 6(a) shall similarly apply to successive reclassifications, changes, consolidations and mergers.

(b) Subdivision or Combination of Shares. If the Company at any time while the Warrants remain outstanding and unexpired shall subdivide or combine its Common Stock, (i) the Warrant Price shall be proportionately reduced, and the number of shares of Common Stock for which this Warrant may be exercised shall be proportionately increased, in case of subdivision of such shares, as of the effective date of such subdivision, or, if the Company shall take a record of holders of its Common Stock for the purpose of so subdividing, as of such record date, whichever is earlier, or (ii) the Warrant Price shall be proportionately increased, and the number of shares of Common Stock for which this Warrant may be exercised shall be proportionately reduced, in the case of combination of such shares, as of the effective date of such combination, or, if the Company shall take a record of holders of its Common Stock for the purpose of so combining, as of such record date, whichever is earlier.

(c) Stock Dividends. If the Company at any time while the Warrants are outstanding and unexpired shall pay a dividend in shares of, or make other distribution of shares of, its Common Stock, then the Warrant Price shall be adjusted, as of the date the Company shall take a record of the holders of its Common Stock for the purpose of receiving such dividend or other distribution (or if no such record is taken, as at the date of such payment or other distribution), to that price determined by multiplying the Warrant Price in effect immediately prior to such payment or other distribution by a fraction (i) the numerator of which shall be the

total number of shares of Common Stock outstanding immediately prior to such dividend or distribution, and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution (the "Fraction"), and the number of shares of Common Stock issuable upon exercise of this Warrant shall be adjusted by multiplying such number by the reciprocal of the Fraction. The number of shares of Common Stock at any time outstanding shall not include any shares thereof then directly or indirectly owned or held by or for the account of the Company or any wholly-owned subsidiary. The provisions of this subsection 6(c) shall not apply under any of the circumstances for which an adjustment is provided in subsections 6(a) or 6(b).

(d) Liquidating Dividends, Etc. If the Company at any time while the Warrants are outstanding and unexpired makes a distribution of its assets to the holders of its Common Stock as a dividend in liquidation or by way of return of capital or other than as a dividend payable out of earnings or surplus legally available for dividends under applicable law or any distribution to such holders made in respect of the sale of all or substantially all of the Company's assets (other than under the circumstances provided for in the foregoing subsections 6(a) through 6(c)), the Warrant Holder shall be entitled to receive upon the exercise hereof, in addition to the shares of Common Stock receivable upon such exercise, and without payment of any consideration other than the Warrant Price, an amount of such assets so distributed equal to the value of such distribution per share of Common Stock multiplied by the number of shares of Common Stock which, on the record date for such distribution, are issuable upon exercise of this Warrant (with no further adjustment being made following any event which causes a subsequent adjustment in the number of shares of Common Stock issuable upon the exercise hereof), and an appropriate provision therefor shall be made a part of any such distribution. The value of a distribution which is paid in other than cash shall be determined by an independent appraiser designated by the Board of Directors of the Company.

(e) Notice of Adjustments. Whenever the Warrant Price or the number of shares of Common Stock purchasable under the terms of this Warrant at the Warrant Price shall be adjusted pursuant to this Section 6, the Company shall promptly prepare a certificate signed by its President or a Vice President and by its Treasurer or Assistant Treasurer or its Secretary or Assistant Secretary, setting forth in reasonable detail the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Company's Board of Directors made any determination hereunder), and the Warrant Price and number of shares of Common Stock purchasable at that Warrant Price after giving effect to such adjustment, and shall promptly cause copies of such certificate to be mailed (by first class and postage prepaid) to the registered holder of this Warrant.

7. Fractional Shares. No fractional shares of the Company's Common Stock will be issued in connection with any purchase hereunder but in lieu of such fractional shares, the Company shall make a cash refund therefor equal in amount to the product of the applicable fraction multiplied by the Warrant Price paid by the holder for its Warrant Shares upon such exercise.

8. Loss, Theft, Destruction or Mutilation. Upon receipt by the Company of evidence reasonably satisfactory to it that any Warrant has been mutilated, destroyed, lost or stolen, and in the case of any destroyed, lost or stolen Warrant, a bond of indemnity reasonably

satisfactory to the Company, or in the case of a mutilated Warrant, upon surrender and cancellation thereof, the Company will execute and deliver in the Warrant Holder's name, in exchange and substitution for the Warrant so mutilated, destroyed, lost or stolen, a new Warrant of like tenor substantially in the form thereof with appropriate insertions and variations.

9. Headings. The descriptive headings of the several sections of this Warrant are inserted for convenience only and do not constitute a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer on the date of this Warrant.

INTEGRA LIFESCIENCES CORPORATION

By: /s/ Stuart M. Essig

Exhibit A

PURCHASE AGREEMENT

Date:

TO:

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to purchase _____ shares of Common Stock covered by such Warrant, and makes payment herewith in full therefor at the price per share provided by this Warrant.

Signature:

Address:

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* * *

ASSIGNMENT

For Value Received, _____ hereby sells, assigns and transfers all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock covered by such Warrant, to:

NAME OF ASSIGNEE	ADDRESS	NO. OF SHARES

Dated: ---

Signature:

Witness:

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT, dated as of September 28, 1998 (this "Agreement"), is by and between Integra LifeSciences Corporation, a Delaware corporation (the "Company"), and GWC Health, Inc., a New Jersey corporation ("Holder").

BACKGROUND

The parties hereto are parties to an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), pursuant to which the Company has agreed to issue to Holder 800,000 shares (the "Shares") of the Company's common stock, par value $.01 per share (the "Common Stock"), and two warrants, each to purchase 150,000 shares of Common Stock (the "Warrants"). In order to induce Holder to enter into the Merger Agreement, the Company has agreed to provide certain registration rights with respect to the Shares and the shares of Common Stock issued upon exercise of the Warrants (the "Warrant Shares" and, together with the Shares, the "Eligible Securities") on the terms and conditions set forth in this Agreement.

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

1. ACKNOWLEDGEMENTS OF HOLDER

1.1 Holder acknowledges and understands that, except as set forth in Sections 2 and 3 hereof, the Company has no obligation or intention to (i) register the sale of the Warrants or any Eligible Securities under the Securities Act of 1933, as amended (the "Securities Act," and all regulations promulgated thereunder are herein collectively referred to as the "Act"), or applicable state securities or blue sky laws (collectively, "State Securities Laws"), or (ii) otherwise comply with any requirements necessary for transfer or assignment of the Warrants or any Eligible Securities to be exempt from such registration. The Act and State Securities Laws are hereinafter sometimes collectively referred to as the "Securities Laws."

1.2 The Eligible Securities and the Warrants are subject to limitations on transferability under the Securities Laws.

1.3 Except as set forth in Sections 2 and 3 hereof, no transfer (other than to an affiliate of Holder) of the Warrants or any Eligible Securities shall be effected unless a written opinion of legal counsel that is acceptable to counsel for the Company shall be delivered to the Company to the effect that a contemplated transfer may be effected without registration under the Securities Laws.

2. DEMAND REGISTRATION

2.1 Following the exercise in full of either or both of the Warrants, Holder may make a written request for registration under the Act of all or part of the Warrant Shares (a "Demand Registration"), which request shall state the intended method of disposition thereof, and the Company will use commercially reasonable efforts to cause the Warrant Shares as to which registration shall have been so requested to be covered by a registration statement. Holder shall be entitled to request two Demand Registrations. Each Demand Registration shall be on Form S-3 if such Form is then available for use by the Company. The Company may exclude the Warrant Shares from registration pursuant to this Section 2 if the Holder fails to provide information reasonably requested by the Company with respect to the intended method of distribution of the Warrant Shares to the public.

2.2 If the Demand Registration is in the form of an underwritten offering, the Company shall select the investment banker or investment bankers and manager or managers that will administer the offering, which investment bankers or managers shall be reasonably acceptable to Holder. If any of the Warrant Shares to be registered pursuant to a registration statement filed pursuant to this Section 2 are to be sold in a firm commitment underwritten offering, and if the managing underwriter or underwriters advise the Company in writing that in its or their opinion the aggregate amount of securities proposed to be sold in such firm commitment underwritten offering by (i) the Company for its own account, (ii) Holder and (iii) the stockholders of the Company with respect to securities of the Company other than the Warrant Shares, would adversely affect the success of such offering, there shall be included in such firm commitment underwritten offering only the amount of such securities which in the opinion of such underwriters can be sold in the proposed underwritten offering, and the amount of such securities shall be allocated first, to Holder based on the number of Warrant Shares it desires to sell in the underwritten offering; second, to the Company; and thereafter pro rata among all selling stockholders, if any (which may include Holder with respect to the Shares), based on the number of shares (including any of the Shares) otherwise proposed to be included therein by such selling stockholders.

2.3 The Company shall use commercially reasonable efforts to cause such registration statement to remain effective until the earlier to occur of (i) 90 days after the effective date of the registration statement or (ii) until all the Warrant Shares registered for sale are sold pursuant to the registration statement.

2.4 The Company's obligations under this Section 2 shall terminate when Holder may sell or otherwise transfer all Warrant Shares without registration under the Act by virtue of Rule 144(k) under the Act (or any similar provision in force).

3. PIGGYBACK REGISTRATION

3.1 If the Company at any time proposes to register any of its Common Stock under the Act for sale to the public for cash (except with respect to registration statements on Forms S-8, S-4 or other forms not available for registering the Eligible Securities for sale to the public), each such time it will give written notice to Holder of its intention so to do, unless (i) no stockholders of the Company propose to register or sell their securities in connection with such offering and (ii) the proceeds to the Company from such offering (after deduction of underwriting discounts and commissions) are reasonably expected to be less than $10,000,000. Upon the written request of Holder, given within 20 days after receipt of any such notice, to register any of its Eligible Securities (which request shall state the intended method of disposition thereof), the Company will use commercially reasonable efforts to cause the Eligible Securities as to which registration shall have been so requested to be included in the Common Stock to be covered by the registration statement proposed to be filed by the Company. The Company may exclude the Eligible Securities of Holder from registration pursuant to this Section 3 if Holder fails to provide information reasonably requested by the Company with respect to the intended method of distribution of the Eligible Securities to the public.

3.2 (a) If any of the Eligible Securities to be registered pursuant to a registration statement filed pursuant to this Section 3 are to be sold in a firm commitment underwritten offering in which the Company proposes to sell securities for its own account, and if the managing underwriter or underwriters advise the Company in writing that in its or their opinion the aggregate amount of securities proposed to be sold in such firm commitment underwritten offering by (i) the Company for its own account, (ii) Holder and (iii) the stockholders of the Company with respect to securities of the Company other than the Eligible Securities, would adversely affect the success of the Company's sale of its securities in such offering, there shall be included in such firm commitment underwritten offering only the amount of such securities which in the opinion of such underwriters can be sold in the proposed underwritten offering, and the amount of such securities shall be allocated first, to the Company based on the number of shares it desires to sell in the underwritten offering for its own account; and thereafter pro rata among Holder and all other selling stockholders, if any, based on the number of shares otherwise proposed to be included therein by Holder and such other selling stockholders.

(b) If any of the Eligible Securities to be registered pursuant to a registration statement filed pursuant to this Section 3 are to be sold in a firm commitment underwritten offering in which the Company does not propose to sell securities for its own account but in which one or more past, present or future directors, officers or employees of the Company, their immediate family members or trusts established for the benefit of any of the foregoing ("Insiders") propose to sell securities, and if the managing underwriter or underwriters advise the Insiders in writing that in its or their opinion the aggregate amount of securities proposed to be sold in such firm commitment underwritten offering by (i) the Insiders, (ii) Holder and (iii) the stockholders of the Company with respect to securities of the Company other than the Eligible Securities (the "Other Stockholders"), would adversely affect the success of such offering, there shall be included in such firm commitment underwritten offering only the

amount of securities which in the opinion of such underwriters can be sold in the proposed underwritten offering, and the amount of such securities shall be allocated on a pro rata basis among all selling stockholders (including the Insiders and Holder), based on the number of shares otherwise proposed to be included therein by the Insiders, Holder and the Other Stockholders.

3.3 The Company shall use commercially reasonable efforts to cause such registration statement to remain effective until the earlier to occur of (i) 90 days after the effective date of the registration statement or (ii) until all Eligible Securities registered for sale are sold pursuant to the registration statement.

3.4 The Company's obligations under this Section 3 shall terminate when Holder may sell or otherwise transfer all Eligible Securities without registration under the Act by virtue of Rule 144(k) under the Act (or any similar provision in force).

3.5 Notwithstanding the foregoing provisions in this Section 3, the Company may delay the effectiveness or withdraw, prior to effectiveness, any registration statement referred to in this Section 3 without thereby incurring any liability to Holder. Upon receipt of any notice from the Company of a delay or withdrawal of a registration statement pursuant to this Section 3, the Holder shall forthwith discontinue disposition of Eligible Securities covered by such registration statement.

4. HOLDBACK AGREEMENTS

4.1 Except to the extent of any Eligible Securities included in a registration statement under Sections 2 or 3 hereof, Holder agrees not to effect any public sale or distribution of securities of the same class as those being registered or a similar security of the Company, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the Act, during the 14 days prior to, and during the 90-day period beginning on, the effective date of any registration statement filed by the Company under the Act registering its securities for sale to the public. If requested by the Company's managing underwriter, Holder will execute and deliver a lock-up agreement in customary form reasonably acceptable to such underwriter, Holder and the Company.

5. REGISTRATION PROCEDURES

5.1 If and whenever the Company is required by the provisions of this Agreement to effect or cause the registration of any Eligible Securities under the Act pursuant to Sections 2 or 3 hereof, the Company will use commercially reasonable efforts to effect the registration and the sale of such Eligible Securities in accordance with the intended method of disposition thereof as promptly as reasonably practicable, and in connection with any such request, the Company shall:

(a) furnish to Holder, and if requested, to Holder's investment adviser, prior to filing a registration statement, copies of such registration statement as proposed to be filed, and thereafter such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), the prospectus included in such registration statement (including each preliminary prospectus) and such other documents Holder may reasonably request in order to facilitate the disposition of such Eligible Securities owned by Holder, which are included in such registration statement;

(b) use commercially reasonable efforts to register or qualify (or obtain an exemption from such registration or qualification) such Eligible Securities under the state securities or blue sky laws of such jurisdictions as Holder reasonably requests or, in the event of a firm commitment underwritten offering, such number of jurisdictions as the managing underwriter or underwriters shall reasonably request, and do any and all other acts and things which may be reasonably necessary or advisable to enable Holder to consummate the disposition in such jurisdictions of the Eligible Securities; provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 5.1(b), (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction;

(c) use commercially reasonable efforts to cause the Eligible Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable Holder to consummate the disposition of such Eligible Securities;

(d) notify Holder, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and the Company will prepare a supplement or amendment to such prospectus as soon as reasonably practicable thereafter (but in any event within 30 days) so that, as thereafter delivered to the purchasers of such Eligible Securities, such prospectus will not contain an untrue

statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(e) make available to Holder (or otherwise provide in accordance with Section 11(a) of the Act) an earning statement satisfying the provisions of Section 11(a) of the Act, no later than 45 days after the end of the first 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of such registration statement, which earning statement shall cover such 12-month period;

(f) make available for inspection by Holder, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant or other agent retained by Holder or any such underwriter (collectively, the "Inspectors"), all pertinent financial and other records, pertinent corporate documents and properties and other pertinent information of the Company (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all pertinent information reasonably requested by any such Inspector in connection with such registration statement. Records which the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, or (iii) the information in such Records has been made generally available to the public. Holder shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential;

(g) notwithstanding that the Company may not be or required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the Commission (unless the Commission will not accept such a filing, in which case the Company shall provide such documents to Holder) and make available to Holder such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and other reports to be so filed and provided at the times specified for the filing of such information, documents and reports under such Sections;

(h) use commercially reasonable efforts to cause all such Eligible Securities to be listed on the principal securities exchange on which shares of the Company's Common Stock are then traded, or such if any, provided that the applicable listing requirements are satisfied; and

(i) otherwise comply with all applicable rules and regulations of the Commission.

5.2 Holder shall, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5.1(d) hereof, discontinue disposition of the Eligible Securities pursuant to the registration statement covering such Eligible Securities until Holder receives copies of the supplemented or amended prospectus contemplated by Section 5.1(d) hereof, and, if so directed by the Company, Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in Holder's possession, of the prospectus covering such Eligible Securities current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such registration statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and excluding the date of the giving of such notice pursuant to Section 5.1(d) hereof to and including the date when Holder shall have received the copies of the supplemented or amended prospectus contemplated by Section 5.1(d) hereof.

6. REGISTRATION EXPENSES

6.1 Except as otherwise provided in this Agreement, the Company shall pay all expenses incurred in complying with Sections 2 and 3 hereof, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Eligible Securities), rating agency fees, printing expenses, messenger and delivery expenses, mailing expenses, internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the fees and expenses incurred in connection with the listing of the securities to be registered on each securities exchange on which such securities are required to be listed, fees and disbursements of counsel for the Company and its independent certified public accountants, the reasonable fees and disbursements of one counsel of Holder (not to exceed $20,000), the reasonable fees and expenses of any special experts retained by the Company in connection with such registration, and fees and expenses of other persons retained by the Company (all such expenses being herein called "Registration Expenses"); provided, however, that in connection with the registration or qualification of the Eligible Securities under state securities laws, nothing herein shall be deemed to require the Company to make any payments to third parties in order to obtain "lock-up," escrow or other extraordinary agreements; and provided further, that all expenses of Holder other than those expressly assumed by the Company in this Agreement shall be borne by Holder, including underwriting discounts and commissions, brokerage commissions, and non-accountable expense allowances attributable to the sale of Holder's Eligible Securities, and Holder's other out-of-pocket expenses.

7. OBLIGATIONS OF THE HOLDER

7.1 Following the filing of a registration statement registering the Eligible Securities of Holder and during any period that the registration statement is effective, Holder shall:

(a) not effect any stabilization transactions or engage in any stabilization activity in connection with any securities of the Company in contravention of Regulation M under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(b) furnish each broker or dealer through whom Holder offers Eligible Securities such number of copies of the prospectus as the broker may require and otherwise comply with prospectus delivery requirements under the Act;

(c) report to the Company each month all sales, pledges and other dispositions of Eligible Securities made by Holder during said month;

(d) not, and shall not permit any Affiliated Purchaser (as that term is defined in Regulation M under the Exchange Act) to, bid for or purchase for any account in which Holder has a beneficial interest, or attempt to induce any other person to purchase, any securities of the Company in contravention of Regulation M under the Exchange Act;

(e) not offer or agree to pay, directly or indirectly, to anyone any compensation for soliciting another to purchase, or for purchasing (other than for Holder's own account), any securities of the Company on a national securities exchange in contravention of Regulation M under the Exchange Act;

(f) cooperate in all respects with the Company as it fulfills its obligations under Sections 2 and 3 of this Agreement;

(g) furnish such information concerning Holder and the distribution of the Eligible Securities as the Company may from time to time request;

(h) sell Eligible Securities only in the manner described in the Registration Statement; and

(i) not sell Eligible Securities during any period after the Company has provided notice to Holder pursuant to Section 5.1(d) above and until the Company provides to Holder notice that the registration statement no longer fails to state a material fact required to be stated therein, misstates a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made not misleading.

8. INDEMNIFICATION; CONTRIBUTION

8.1 Indemnification by the Company. The Company shall indemnify and hold harmless, to the fullest extent permitted by law, Holder against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) caused by any untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, except insofar as the same are caused by or contained in any information with respect to Holder furnished to the Company by Holder for use therein or caused by Holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto in accordance with the requirements of the Act after the Company has furnished Holder with a copy of the same.

8.2 Indemnification by Holder. In connection with any registration statement in which Holder is participating, Holder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and shall indemnify and hold harmless, to the extent permitted by law, the Company, its directors, each of its officers and each person who controls the Company (within the meaning of the Act) against any losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the registration statement or prospectus or any amendment thereof or supplement thereto, or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is caused by or contained in any information or affidavit so furnished in writing by Holder, or caused by Holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto in accordance with the requirements of the Act after the Company has furnished Holder with a copy of the same.

8.3 Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party after the receipt by such person of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which such person may claim indemnification or contribution pursuant to this Agreement and, unless in the reasonable judgment of such indemnified party a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claim, permit the indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to such indemnified party. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it will not be obligated to pay the fees and expenses of more than one counsel with respect to such claim. The indemnifying party will not be subject to any liability for any settlement made without its consent.

8.4 Contribution.

(a) If the indemnification provided for in this Section 8 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified party in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations; provided, however, that any contribution obligation of Holder under this Section 8.4 shall be limited to the net proceeds to Holder from the offering of its Eligible Securities. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8.3 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

(b) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph.

(c) If indemnification is available under this Section 8, the indemnifying party shall indemnify the indemnified party to the full extent provided in Sections 8.1 and 8.2 hereof without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 8.4.

9. PARTICIPATION IN UNDERWRITTEN REGISTRATIONS

9.1 Holder may not participate in any underwritten registration hereunder unless Holder (a) agrees to sell its securities on the basis provided to all participants in any underwriting arrangements approved by the Company and (b) completes and executes all questionnaires, custody agreements, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

10. MISCELLANEOUS

10.1 Information Blackout. Upon written notice from the Company to Holder that the Company has determined in good faith that sale of Eligible Securities pursuant to the registration statement would require disclosure of non-public material information not otherwise required to be disclosed under applicable law, the Company may postpone the filing or effectiveness of any registration statement hereunder and, if such registration statement has become effective, the Company shall not be required to maintain the effectiveness of such registration statement and a Holder shall suspend sales of Eligible Securities pursuant to such registration statement, in each case, until such time as the Company notifies the Holder that such information has been disclosed to the public or that sales pursuant to such registration statement may otherwise be resumed.

10.2 Notices. Any notice, request, consent, demand or other communication required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if (a) mailed by first class registered or certified mail, return receipt requested, postage prepaid (and shall be deemed delivered two days after the date received for delivery by the U.S. Postal Service, whether or not accepted), (b) sent by nationally recognized next-day delivery courier, charges prepaid (and shall be deemed delivered one business day after delivery to said courier), or (c) sent by telefax, telecopier or similar transmission (and shall be deemed delivered on the date confirmation of the receipt of the transmission is given), if the appropriate telefax, telecopier or transmission number is included in the address, addressed to the parties hereto at their respective addresses as follows:

If to the Company:

Integra LifeSciences Corporation
105 Morgan Lane
Plainsboro, NJ 08536
Attention: President
Fax: (609) 799-3297

with a copy to:

John E. Stoddard III, Esq.
Drinker Biddle & Reath LLP
105 College Road East
Princeton, NJ 08542-0627
Fax: (609) 799-7000

If to Holder:

GWC Health, Inc.
c/o Elan Corporation, plc
Lincoln House

Lincoln Place
Dublin 2, Ireland
Attention: General Counsel
Fax: 353-1-662-4949

with a copy to:

Cahill Gordon & Reindel
80 Pine Street
New York, NY 10005
Fax: (212) 269-5420
Attention: William M. Hartnett, Esq.

and

Athena Neurosciences, Inc.
800 Gateway Boulevard
South San Francisco, CA 94080
Fax: (650) 875-3620
Attention: General Counsel

10.3 Arbitration.

(a) All disputes arising out of or relating to this Agreement which cannot be settled by the parties shall promptly be submitted to and determined in arbitration in New York, New York by a panel of three arbitrators (unless otherwise agreed by the parties), of whom the Holder shall select one, the Company shall select one and the third shall be selected by the two previously selected, pursuant to the rules and regulations then obtaining of the American Arbitration Association; provided that nothing herein shall preclude either party from seeking, in any court of competent jurisdiction, damages, specific performance or other equitable remedies in the case of any breach or threatened breach by the other party of any provision hereof. The decision of the arbitrators shall be final and binding upon the parties and judgement upon such decision may be entered in any court of competent jurisdiction.

(b) Discovery shall be allowed pursuant to the intendment of the United States Federal Rules of Civil Procedure and as the arbitrators determine appropriate under the circumstances.

(c) In any such arbitration proceeding, the prevailing party shall be entitled to recover reasonable fees and disbursements of counsel in addition to any other available remedy.

(d) Such arbitrator shall be required to apply the contractual provisions hereof in deciding any matter submitted to it and shall not have any authority, by reason of this

Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement.

10.4 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

10.5 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby.

10.6 Entire Agreement; Amendments. This Agreement sets forth all the promises, covenants, agreements, conditions and understandings among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, inducements and conditions, express or implied, oral or written, except as contained herein. Neither this Agreement nor any provisions hereof may be modified, amended, waived, discharged or terminated, in whole or in part, except by a writing signed by all of the parties hereto.

10.7 Waiver. No waiver by any party hereto of any condition or release of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or any such breach or waiver of any other condition.

10.8 Assignment. Neither party hereto may assign this Agreement to any person without the prior written consent of the other party hereto; except that Holder may assign, subject to the provisions of Section 1.3 hereof, this Agreement to any person to which it sells or otherwise transfers ownership of any Eligible Securities or Warrants without the prior written consent of the Company, provided that such person agrees in writing to be bound by the terms of this Agreement.

10.9 Binding Nature; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except as otherwise expressly permitted herein, this Agreement shall not be construed as giving any person, other than the parties hereto and their respective permitted successors or assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties, and permitted successors or assigns and for the benefit of no other person or entity.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.11 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly therein without regard to principles of conflict of laws.

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

INTEGRA LIFESCIENCES CORPORATION

By: /s/ Stuart M. Essig

GWC HEALTH, INC.

By: /s/ Thomas Lynch

Exhibit 10.2

LEASE

Net of All Costs and Expenses

This Lease is made as of the 28th day of September, 1998, between GWC HEALTH, INC., a New Jersey corporation (the "Landlord"), and RYSTAN COMPANY, INC., a New Jersey corporation (the "Tenant").

W I T N E S S:

1. Lease of Premises; Term and Commencement Date

1.1 The Landlord, for and in consideration of the rents to be paid, and of the covenants and agreements hereinafter specified to be kept and performed, by the Tenant, hereby leases to the Tenant, and the Tenant leases from the Landlord, the premises located at 47 Center Avenue, Little Falls, New Jersey (the "Leased Premises"), as more particularly described on Schedule A annexed hereto. The Leased Premises are leased in "as is" condition except as provided in this Lease and in the Agreement and Plan of Merger among Integra LifeSciences Corporation, RC Acquisition Corporation, GWC Health, Inc. and Rystan Company, Inc. dated the date hereof (the "Merger Agreement").

1.2 The term of this Lease shall be for three (3) years, effective September 28, 1998 (the "Commencement Date"), and ending on September 27, 2001 (the "Termination Date"). However, Tenant may terminate this Lease at any time during the term hereof, without penalty, upon one hundred fifty (150) days written notice to Landlord, whereupon this Lease shall terminate as if at the end of the stated term.

1.3 This Lease is intended to terminate and replace any existing or current lease for the Leased Premises. Tenant is hereby released from any claims related to or arising out

of any prior lease for the Leased Premises between Landlord and Tenant of any nature whatsoever. Any reference herein to "this Lease" shall not include any lease between Landlord and Tenant prior to the date of this Lease.

2. Annual Rent; Cost of Living Increase; Manner of Payment

2.1 (a) The Tenant covenants and agrees to pay the Landlord, for the lease period commencing September 28, 1998 and ending on September 27, 1999, an annual rental of FIFTY THOUSAND ($50,000) DOLLARS ("Rent").

(b) The annual rental for each year of the term of this Lease, subsequent to the lease period ending September 27, 1999, shall be determined by multiplying the annual rental then in effect, by a fraction, the numerator of which is the average of the Revised Consumer Price Index, New York, New York-Northeastern New Jersey, All Items Index (1967=100) for the last three months of the lease year then ending, and the denominator of which is the average of the Revised Consumer Price Index (1967=100) for the last three months of the preceding year or lease year, as the case may be. In no event, however, shall the Rent for any lease year be less than $50,000. 2.2 The Rent shall be due and payable in equal monthly payments, in advance, on the first day of each month for the term of this Lease.

3. Net Lease; Tenant to Pay All Costs and Expenses

3.1 This Lease, and the Rent hereunder, are net of all costs and expenses appurtenant to the Leased Premises and, the use and operation thereof. All such costs and expenses, including without limitation, all real estate, use, sales or other taxes, assessments,

utility, service, repair, and other charges, are the sole and exclusive responsibility of the Tenant; provided, however, that the Landlord shall be responsible for all costs and expenses incurred in connection with the repair of all structural damage to the Leased Premises and capital replacement of fixtures (other than fixtures removable by Tenant in accordance with Section 4.6, if any) and building systems. Any amount due hereunder shall be immediately remitted directly to the Landlord upon presentation of a bill therefor, and the Landlord shall give the Tenant a copy of all said bills, as well as a receipt therefor. In the event the Landlord shall receive a refund of real estate taxes relating to the Leased Premises for any year in respect of which the Tenant shall have made a payment under the provisions of this Section, the proceeds of such refund shall belong and be paid to the Tenant. Any payments or refunds due hereunder for any period of less than a full year at the commencement or end of the term of this Lease shall be equitably prorated between the Landlord and the Tenant to reflect such event.

3.2 The Tenant, at its own cost and expense, has the right in its name and/or in the Landlord' s name from time to time during the term of this Lease to take such steps and actions which the Tenant deems proper to effectuate a reduction of the taxes, assessments, water meter charges or similar items, and the Landlord agrees, at the sole cost and expense of Tenant, to afford the Tenant such cooperation as the Tenant may reasonably request with respect to same.

3.3 Landlord shall indemnify and hold Tenant harmless against any and all claims, losses, liabilities, and damages (including without limitation, reasonable costs and fees of counsel) incurred under any Environmental Law, in each case resulting from the presence, use, handling, generation processing, treatment, storage, transportation, release, discharge or disposal of Hazardous Materials at, on or beneath the Leased Premises:

(i) during the term of this Lease, to the extent caused by the Landlord, its employees, agents or contractors; and

(ii) after the term of this Lease while Landlord or any affiliate of Landlord owns the Leased Premises, in each case except to the extent resulting from or relating to any acts or omissions of Tenant, its employees, agents and contractors.

3.4 Tenant shall indemnify and hold Landlord harmless against any and all claims, losses, liabilities, and damages (including, without limitation, reasonable costs and fees of counsel) incurred under any Environmental Law, in each case resulting from the presence, use, handling, generation, processing, treatment, storage, transportation, release, discharge or disposal of Hazardous Materials at, on or beneath the Leased Premises to the extent caused by any person (except Landlord, its employees, agents or contractors) during the term of this Lease.

3.5 (a) In connection with any transfer, termination or closure of an industrial establishment at the Leased Premises by the Tenant, including without limitation termination of this Lease, the Tenant shall comply, at it sole cost and expense, with the New Jersey Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6 et. seq.

(b) Tenant shall provide to Landlord all draft submissions prepared by it pursuant to ISRA or other Environmental Laws at least five (5) business days prior to submittal of a final version by Tenant to the New Jersey Department of Environmental Protection ("NJDEP"). Tenant agrees to consider in good faith any comments provided by Landlord on any such submission and prior to making any submission, to make a good faith effort to discuss and resolve any disagreements with Landlord regarding incorporation of Landlord's comments. Landlord agrees that Tenant shall be primarily responsible for all communications with NJDEP and any other governmental agencies related to compliance by Tenant with ISRA or other Environmental Laws pursuant to this Lease. It is agreed that, prior to any direct communication by Landlord with NJDEP or any other governmental agencies concerning Tenant's compliance with ISRA or other Environmental Laws pursuant to this Lease, Landlord and Tenant shall each

make a good faith effort to discuss and resolve and comments on or disagreements of Landlord with any of Tenant's submissions to NJDEP or any other governmental agencies.

(c) Tenant shall use its best efforts to complete compliance with ISRA, including without limitation, completing any required remediation of areas of environmental concern, and obtaining a No Further Action Letter ("NFA") from NJDEP prior to the termination date of this Lease. In the event that an NFA has not been obtained by Tenant prior to the termination date of this Lease, Tenant represents and warrants that it will establish any Remediation Funding Source required by NJDEP in a form and amount which is in accordance with the provisions of ISRA.

(d) Tenant shall use its best efforts to comply with ISRA through the use of an Expedited Review Application or its regulatory equivalent pursuant to ISRA.

(e) Landlord shall cooperate with Tenant in its efforts to comply with ISRA or other Environmental Laws pursuant to this Lease as follows and agrees: (i) to promptly execute such documents as are reasonably necessary for compliance by Tenant, provided such documents reflect Tenant's reasonable request unless prohibited by applicable Environmental Law; (ii) to provide information upon reasonable notice at reasonable hours which is necessary for compliance by the Tenant which the Landlord possesses but which the Tenant does not have available to it, including but not limited to relevant records of Landlord and access to employees of Landlord reasonably likely to possess relevant information; and (iii) if and when required by Tenant to comply with ISRA or other Environmental Laws pursuant to this Lease, upon specific request of Tenant to provide access to the Leased Premises for the purpose of investigating, delineating and remediating Hazardous Materials at, on or beneath the Leased Premises as required for Tenant to comply with ISRA or other Environmental Law. Such access for Tenant shall be upon terms and conditions reasonably acceptable to Landlord for the conduct of the

specific proposed investigation, delineation and remediation activities required for compliance by Tenant, provided that any such access and related investigation, delineation and remediation activities do not interfere unreasonably with the use and occupancy of the Leased Premises by the Landlord or any other tenant.

(f) The Landlord will consider any remedial actions proposed by Tenant including without limitation remedial actions which involve Institutional Controls and/or Engineering Controls, but has and reserves the right, in its sole discretion, to approve and agree to any remedial action affecting or relating to the Leased Premises.

(g) Landlord hereby covenants and agrees that during the term of this Lease, Landlord shall give Tenant immediate oral and written notice of Landlord's receipt of any summons, citation, directive, order, claim, letter, notice or other communication from any governmental authority or other person alleging any violation of or potential liability under any Environmental Law with respect to any events, conditions, circumstances, activities, practices or incidents at or relating to the Leased Premises.

3.6 Tenant hereby covenants and agrees that during the term of this Lease, Tenant shall:

(i) comply with all Environmental Laws;

(ii) give Landlord immediate oral and written notice of any discharge or release of any Hazardous Materials at, on, under or from the Leased Premises; and

(iii) give Landlord immediate oral and written notice of Tenant's receipt of any summons, citation, directive, order, claim, letter, notice or other communication from any governmental authority or other person alleging any violation of or potential liability

under any Environmental Law with respect to any events, conditions, circumstances, activities, practices or incidents at or relating to the Leased Premises.

3.7 For purposes of Sections 3.3, 3.4, 3.5 and 3.6 above: "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resources Conservation and Recovery Act of 1976, as amended, the New Jersey Industrial Site Recovery Act, the New Jersey Spill Compensation and Control Act, and any other applicable federal, state, local, or foreign statute, rule, regulation, order, decree or judgement relating to pollution or protection of the environment, including, without limitation, release or threatened release of Hazardous Material.

"Engineering Controls" means any physical mechanism to contain or stabilize contamination or ensure the effectiveness of a remedial action. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate collection systems, signs, fences and access controls.

"Hazardous Material" means any pollutant, contaminate, or hazardous or toxic waste or substance regulated by any applicable Environmental Law.

"Institutional Controls" means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of the remedial action over time, when contaminates remain at a site at levels above numeric remediation standards which would allow for the unrestricted use of the property. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, well restriction areas, classification exception areas, deed notices and declarations of environmental restrictions.

4. Use, Maintenance, Alterations, Repairs, Etc.

4.1 The Tenant may use and occupy the Leased Premises for any lawful purpose whatsoever, including without limitation, the conduct of its pharmaceutical business, and the uses normally and customarily incident to the conduct of such business (such conduct and uses being hereinafter sometimes referred to as the "Use" or "Uses").

4.2 The Tenant shall not use or occupy the Leased Premises, nor permit same to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in whole or in part, in a manner which would in any way violate any certificate of occupancy affecting the Leased Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance required to be furnished by the Tenant hereunder, or as will cause or be apt to cause structural injury to the improvements on the Leased Premises or any part thereof, or as will constitute a public or private nuisance, or which might affect the ability of the Leased Premises to continue to be used for the nonconforming use now in effect thereon. Landlord acknowledges and agrees that Tenant's use of the Leased Premises as of the date hereof does not violate this paragraph.

4.3 If, after the date hereof and during the term of this Lease, the Tenant's use of the Leased Premises shall be changed and as a result thereof there shall occur a violation of any presently existing laws, regulations, ordinances or requirements of the federal, state, or municipal governments, or of any departments, subdivisions, bureaus or offices thereof, or of any other governmental, public or quasi-public authorities now existing, then the Tenant shall indemnify and save harmless the Landlord against any recovery or loss to which the Landlord may be subject or which the Landlord may sustain, including, without limitation, reasonable attorneys' fees and expenses incurred by the Landlord, arising from any such violation, provided, however,

that the Tenant may, in good faith, upon prior written notice to the Landlord (and wherever necessary in the name of, but without expense to, the Landlord) contest the validity of any such laws, regulations, ordinances or requirements and, pending the determination of such contest may postpone compliance therewith in such a manner as not to subject the Landlord to a fine or penalty or to prosecution for a crime, or to cause the Leased Premises or any part thereof to be condemned. If after the date hereof and during the term of the Lease, any such laws, regulations, ordinances or requirements shall be modified in any way so that the use of the Leased Premises, or any part thereof, for the Uses shall be a violation of any new laws, regulations, ordinances, or requirements of the federal, state or municipal governments, or of any departments, subdivision, bureaus or offices thereof, or of any governmental, public or quasi-public authorities now existing or hereafter created, then the Tenant may in good faith, upon prior written notice to the Landlord and wherever necessary in the name of, but without expense to, the Landlord) contest the validity of any such laws, regulations, ordinances or requirements, or, alternatively, terminate this Lease in accordance with Section 1.2.

4.4 Except as provided in Sections 6 and 7, the Tenant shall keep the Leased Premises in good condition and shall make all necessary repairs to the Leased Premises, except for structural repairs or capital replacements of building systems or fixtures (other than fixtures removable by Tenant in accordance with Section 4.6) which shall be the responsibility of the Landlord. The Tenant shall also maintain and keep (but not, unless Tenant causes damage, have the obligation to replace) the sidewalks and curbs adjacent to the Leased Premises in good condition, and shall keep such sidewalks free and clear from rubbish, ice and snow, and shall not encumber or obstruct the same nor allow the sane to be encumbered or obstructed in any manner.

4.5 If the Tenant, being charged with responsibility for any and all repairs under the terms of this Lease, shall fail to commence same within thirty (30) days after receipt of

notice from Landlord, or after commencing such repair shall fail to complete it with reasonable diligence, the Landlord may (but shall not be obligated to) make or complete such repair at the expense of the Tenant.

4.6 All furniture, furnishings, machines, equipment, and business fixtures (including by example, water systems) whether or not attached to the real estate and any other movable property and all installations, additions and improvements may, at the Tenant' s option, be removed by the Tenant during the term or upon the expiration or termination of this Lease (provided only that the removal of same would not cause permanent structural damage to the Leased Premises). Tenant shall have no obligation to replace equipment, fixtures, etc. so removed, but shall patch and/or repair any portion of the Leased Premises damaged by such removal, including without limitation exterior and interior walls. The Tenant's failure at the expiration or termination of this Lease to remove any of its property from the Leased Premises shall not be deemed or construed to constitute the Tenant a holdover tenant. If such removal is not completed at the expiration or other termination of this Lease, any property left at the Leased Premises shall become the property of Landlord upon ten (10) days written notice to Tenant, providing Tenant with the opportunity within said ten (10) days to remove said property.

5. Insurance

5.1 During. the term of this Lease, the Tenant, at its sole cost and expense, and for the mutual benefit of the Landlord and the Tenant, shall carry and maintain the following types of insurance in the amounts specified:

(i) Fire and extended coverage insurance covering the Leased Premises against loss or damage by fire, and against loss or damage by other risks now or hereafter embraced by the standard extended coverage endorsement used in New Jersey, in

amounts sufficient to prevent the Landlord or the Tenant from becoming a co-insurer under the terms of the applicable policies.

(ii) Comprehensive public liability insurance, including property damage, insuring the Landlord and the Tenant against liability for injury to persons or property occurring in or about the Leased Premises, or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than $500,000 for any one person injured or killed, and not less than $1,000,000 for any one accident and not less than $300,000 for personal property damage for any one accident.

5.2 All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall by payable to the Landlord or the Tenant as their respective interests may appear. The Tenant shall have the privilege of procuring and obtaining all of such insurance through its own sources.

5.3 Within 30 days of the execution of this Lease and thereafter by the 30th day of June of each year of the term of this Lease, the Tenant shall deliver to the Landlord evidence of the above-mentioned insurance coverage satisfactory to counsel for the Landlord. Upon the Tenant's failure to comply in full with this Section 5, the Landlord shall have the immediate right to obtain the aforesaid insurance coverage, to pay the premiums therefor, and to add said premises to the monthly installment of rent next due, which amount shall be paid by the Tenant to the Landlord in addition to said monthly installment.

5.4 Neither the Tenant nor the Landlord, nor their respective agents or employees, shall be liable to the other for loss or damage covered by any insurance policy.

6. Damage or Destruction

6.1 If the Leased Premises or any part thereof are so damaged by fire or other casualty as to render the Leased Premises unsuitable, in the Tenant's reasonable judgment, for the reasonable conduct of the Tenant's business, the Tenant shall have the option, exercisable within thirty (30) days after the date of such casualty, to cancel and terminate this Lease.

6.2 If the Leased Premises or any part thereof shall be partially damaged by fire or other casualty, and such damage in the Tenant's reasonable judgment does not render the Leased Premises unsuitable for the reasonable conduct of the Tenant's business, the Landlord shall promptly apply any insurance proceeds to repair and restore the Leased Premises in a manner, and to the extent possible, corresponding to the condition of such property immediately prior to such occurrence, provided that the Landlord shall not be required to expend any amount on such repairs and restoration in excess of the amount the insurance proceeds received by it on account of such fire or other casualty, and, provided further, that if such insurance proceeds are insufficient to enable the Landlord to comply with its obligations hereunder, the Landlord shall have the option, exercisable within ninety (90) days after the date of such casualty, to cancel and terminate this Lease. Until such repairs and restoration shall have been completed, the rent and real estate taxes payable by the Tenant hereunder shall be apportioned and abated according to the part of the Leased Premises which is unsuitable for the reasonable conduct of the Tenant's business.

6.3 In the event that this Lease is terminated pursuant to Section 6.1, the rent and real estate taxes for the calendar month in which such damage occurs shall be apportioned as of the date on which such damage first occurred, and if the Tenant shall have paid the rent and/or real estate taxes due hereunder in advance of that date, the Landlord shall forthwith refund to the Tenant so much of such rent and/or real estate taxes as may be due the Tenant as a result of such

apportionment. If the Tenant shall not have so paid, the Tenant shall be responsible in full for those days prior to the damage, and proportionately thereafter. The Tenant shall not be liable for any rent or real estate taxes subsequent to such date.

6.4 Any insurance proceeds from any insurance policy maintained in order to keep the Tenant in compliance with Section 5 hereof which are received by the Tenant on account of any damage to or destruction of the Leased Premises, or any part thereof, which is covered by the provisions of this Section 6 shall be paid immediately to the Landlord.

7. Condemnation, Taking by Eminent Domain

7.1 If (a) all or any part of the Leased Premises shall be acquired or condemned by eminent domain by any competent governmental authority and the part not so taken, in the Tenant's reasonable judgment, shall not be suitable for the reasonable conduct of the Tenant's business, or (b) access to the Leased Premises is so taken and such taking, the Tenant's reasonable judgement, renders the Leased Premises unsuitable for the reasonable conduct of the Tenant's business, then, in either of such events, the term of this Lease shall cease and terminate on the date of the vesting of title in the governmental authority. If less than all of the Leased Premises is so taken, and this Lease terminates pursuant to the foregoing, the Tenant shall nevertheless have the right, but not the obligation, to remain in possession of the remainder of the Leased Premises for an additional period not to exceed twelve (12) months after the date of the vesting of title as aforesaid; provided, however, that in no event shall such additional period extend beyond the Termination Date. The Tenant may so elect by notice to the Landlord given within sixty (60) days after the Tenant is notified of the vesting of title, specifying the desired additional period, in which latter event this Lease shall end on the date so specified by the Tenant. The rent and real estate taxes due hereunder for that part of the Leased Premises not

condemned and for such additional period shall be abated and apportioned to account for the part of the Leased Premises which was taken or rendered unsuitable for the reasonable conduct of the Tenant's business. The rent and real estate taxes due hereunder for the month in which such termination takes place shall be apportioned as of the date of termination. If the Tenant shall have paid such rent and/or real estate taxes in advance of that date, the Landlord shall forthwith refund to the Tenant so much of such rent and/or real estate taxes as is due the Tenant by reason of such apportionment. If the Tenant shall not have so paid, the Tenant shall be liable in full for all days prior to the taking, and proportionately thereafter.

7.2 If part, but not all of the Leased Premises shall be acquired or condemned by eminent domain by any competent governmental authority and the part not so taken in the Tenant's reasonable judgment shall be sufficient and suitable for the reasonable conduct of the Tenant's business, this Lease and the term thereof shall not cease and terminate, but the Tenant shall be entitled to a reduction in the rent and real estate taxes to be paid by it hereunder from and after the date of the vesting of title, in such amount as may be mutually agreed upon by the Landlord and the Tenant within a period of thirty (30) days subsequent to the date of the vesting or failing such agreement, in such amount as shall be fixed by appraisal as hereinafter provided in Section 8.

7.3 As soon after the date of the vesting as possible the Landlord shall restore the portion of the Leased Premises not acquired or condemned by eminent domain, in the manner and to the extent possible, to the condition that such portion of the Leased Premises was in immediately prior thereto. The Landlord shall not be required to spend more on such restoration that the amount it received in the award.

7.4 Promptly upon receipt of any notice of a proposed taking, notice of application to condemn, notice to file claims, notice of the vesting of title in the condemning

authority, and/or any other notice received by the Landlord, or otherwise coming to the Landlord's attention, in connection with any taking or condemnation, the Landlord shall send to the Tenant copies of such notices in the manner prescribed herein for the giving of notices.

7.5 If there shall be included in the award made to the Landlord any amount attributable to the cost of the Tenant's moving and relocation expenses, the Landlord shall, within five (5) days after the receipt thereof by the Landlord, pay to the Tenant the portion of the award so attributable. Except for its right to compensation for moving and relocation expenses, Tenant waives all rights to participate in, or receive amounts paid pursuant to, such award.

8. Appraisal

In the event that it shall be necessary to appraise the abatement and/or reduction of the rent and/or the real estate taxes payable hereunder by the Tenant pursuant to any Section of this Lease, each party agrees to appoint a qualified, unbiased person within fifteen (15) days after notice in writing of the necessity for appraisal, and to advise the other party of its choice. On the failure to either party to appoint an appraiser within said fifteen (15) day period, the person appointed as appraiser by the other party may appoint an appraiser to represent the party in default. The two appraisers shall appraise the abatement and/or reduction of such rent and/or such real estate taxes and/or such purchase price of the Leased Premises, as the case may be. In the event of their inability to reach a result within thirty (30) days after the appointment of the second appraiser, they shall appoint a third qualified and responsible appraiser. In the event the two appraisers are unable to agree on such third appraiser, such appraisers shall ask the then President of the New Jersey Bar Association to appoint him. The appraisers shall each be real estate brokers who shall have had at least fifteen (15) years of experience in the business of appraising real estate or acting as brokers of real estate in Newark, New Jersey. Each party

agrees to pay one-half (1/2) of the expenses and reasonable fees of he appraisers, and to be bound by the decision of a majority of them.

9. Assignment, Subletting

9.1 The Tenant shall not sublet the Leased Premises or any portion thereof, or assign this Lease, without the prior written consent of the Landlord in each instance, which consent the Landlord covenants not to withhold or delay unreasonably. The Landlord's consent shall not be required with respect to an assignment of this Lease or a subletting of the Leased Premises or any part thereof to a corporation controlling, controlled by, or under common control with the Tenant, or to any successor of the Tenant by way of consolidation or merger.

9.2 If this Lease be assigned, whether or not in violation of the provisions of this Lease, the Landlord may, and is hereby empowered to, collect rent from the assignee. In such event, the Landlord may apply the net amount received by it to the rental and other payments herein reserved or provided for, and no such collection shall be deemed a waiver of the covenant herein against assignment, mortgage, encumbrance, pledge of subletting, or an acceptance of the assignee or sub-tenant as a tenant under this Lease, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenants.

9.3 The making of any assignment, mortgage, pledge, encumbrance or subletting, in whole or in part, whether or not with the consent of the Landlord, shall not operate to relieve the Tenant from its obligations under this Lease and, notwithstanding any such assignment, mortgage, pledge, encumbrance or subletting, the Tenant shall remain liable for the payment of the rental and other charges, and for the due performance of all the covenants, agreements, terms and provisions contained in this Lease, for the term of this Lease, whether or

not there shall have been any prior termination of this Lease by summary proceedings or otherwise.

10. Default Provisions

10.1 This Lease and the term and estate hereby granted are subject to the limitation that:

(a) whenever the Tenant shall default in the payment of any installment of rent or of any other sum payable by the Tenant to the Landlord on any day upon which the same is due, and if such default shall continue for ten (10) days after the date thereof; or

(b) whenever the Tenant shall do or permit to be done, whether by action or inaction, anything contrary to any covenant or agreement on the part of the Tenant herein contained, or contrary to any of the covenants, agreements, terms and provisions of this Lease, or shall fail to keep or perform any of the covenants, agreements, terms or provisions contained in this Lease which, on the part or behalf of the Tenant, are to be kept or performed (other than those referred to in the foregoing subsection (a) of this Section), and the Tenant shall fail to commence to take steps to remedy the same within fifteen (15) days after the Landlord shall have given to the Tenant a written notice specifying the same, or having so commenced shall thereafter fail to proceed diligently to remedy the same; or

(c) whenever an involuntary petition shall be filed against the Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law or like import, or a receiver of the Tenant or of or for the property of the Tenant shall be appointed without the acquiescence of the Tenant, or whenever this Lease or the estate hereby granted or the unexpired balance of the term would, by operation of law or otherwise, except for this

provision, devolve upon or pass to any person, firm or corporation other than the Tenant, and such situation under this subsection (c) shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by the Tenant within sixty (60) days; or

(d) whenever the Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the Tenant under the reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever the Tenant shall desert or abandon the Leased Premises; then regardless of and notwithstanding the fact that the Landlord has or may have some other remedy under this Lease or by virtue hereof, in law or in equity, the Landlord may give to the Tenant notice of intention to end the term of this Lease by specifying a day not less than five (5) days thereafter, and upon the giving of such notice, this Lease and the term and estate hereby granted shall expire and terminate upon the day so specified and all rights of the Tenant under this Lease shall expire and terminate, but the Tenant shall remain liable for damages as hereinafter provided.

10.2 Upon any such termination or expiration of this Lease, the Tenant shall peaceably quit and surrender the Leased Premises to the Landlord, in broom clean condition and in good repair, and the Landlord may without further notice enter upon, re-enter, possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may have, hold, and enjoy the Leased Premises and the right to receive all rental and other income of and from the same.

10.3 It is covenanted and agreed by the Tenant that in the event of the expiration or termination of this Lease or re-entry by the Landlord, under any of the provisions of

this Section 10 or pursuant to law, by reason of default hereunder on the part of the Tenant, the Tenant will pay to the Landlord the damages, incurred by the Landlord as a result of such early termination and that the Landlord will have all rights and remedies provided by law in such event. Landlord shall make reasonable efforts to mitigate damages. In this circumstance, "reasonable efforts" means that the Landlord will offer the Premises for Lease and will list the Property with a broker, cause reasonable publication of the availability of the Premises for lease and cause the Premises to be available for inspection by prospective Tenants. Landlord shall not be liable and Tenant's responsibility hereunder shall not be diminished if Landlord fails to lease the premises despite such reasonable efforts.

10.4 The Tenant, for itself, its successors, assigns and any and all persons claiming through or under the Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which it might have under or by reason of any present or future law, to redeem the Leased Premises, or to have a continuance of this Lease for the term hereof after being dispossessed or ejected therefrom by process of law or after the termination of this Lease as herein provided.

11. Landlord' s Right to Perform; Cumulative Remedies; Waivers, Attorney's Fees

11.1 If the Tenant shall fail to pay any taxes or make any other payment required to be made under this Lease or shall default in the performance of any other covenant, agreement, term, provisions or condition herein contained, the Landlord, without being under any obligation to do so, and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of the Tenant and, immediately and without notice in the case of emergency, or in any other case only provided the Tenant shall fail

to make such payment or remedy such default with all reasonable dispatch after the Landlord shall have notified the Tenant in writing of such default.

11.2 The Landlord may by due process restrain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, but the mention herein of any particular remedy shall not preclude the Landlord from any other remedy it might have, either in law or in equity. The failure of the Landlord to insist upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, right, remedy or election, but the same shall continue and remain in full force and effect. Any rights or remedies of the Landlord specified in this Lease, or any other right or remedy that the Landlord may have at law, in equity or otherwise upon breach by the Tenant of any covenant, agreement, term, provision or condition contained in this Lease, shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the Landlord or not, shall be deemed to be in exclusion of any other. No covenant, agreement, term, provision or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver be in writing, signed by the Landlord or the Landlord's agent who shall have been duly authorized as such in writing by the Landlord. Receipt or acceptance of rent by the Landlord shall not be deemed to be a waiver of any default under the covenants, agreements, terms, provisions and conditions of this Lease, or of any right which the Landlord may be entitled to exercise under this Lease.

11.3 In the event of any default by the Tenant under this Lease, the Landlord shall be entitled, in addition to any other rights and remedies hereunder, to the reimbursement by

the Tenant of reasonable attorneys' fees incurred by the Landlord in the exercise of its rights and remedies.

12. Quiet Enjoyment; Transfer of Landlord's Interest

12.1 The Landlord covenants that if and so long as the Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein required to be kept and performed on the part and behalf of the Tenant, the Tenant shall peacefully and quietly enjoy the Leased Premises without hindrance or molestation by the Landlord, subject to the covenants agreements, terms, provisions and conditions of this Lease. 12.2 It is expressly understood and agreed that the term "Landlord", as used in this Lease, means only the present and undersigned owner of the Leased Premises, and in the event of the sale, assignment or transfer by such owner of its interest in all or part of said Leased Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing with respect to the portion of the Leased Premises so transferred. However, such covenants and obligations shall be binding upon each new owner for the time being of the Leased Premises or any part thereof.

13. Landlord's Right to Enter

The Landlord may enter upon the Leased Premises, or any part thereof, for the purpose of ascertaining the condition of said Leased Premises, or determining whether the Tenant is observing and performing the obligations assumed by it under this Lease, all without hindrance or molestation from the Tenant. Such rights of entry shall be exercisable at reasonable time, at reasonable hours, and on reasonable notice.

14. Subordination; No Further Encumbrances

14.1 This Lease shall not be a lien against the Leased Premises in respect of any mortgages that presently exist upon the Leased Premises.

14.2 This Lease shall be subject and subordinate to any mortgage which may hereafter be placed upon the Leased Premises, or to any renewals, extensions, modifications, consolidations or replacements thereof or of presently existing mortgages, and Tenant shall, within ten (10) days of Landlord's request, execute and deliver a document evidencing the subordination of this Lease and Tenant's agreement to attorn as set forth below provided that simultaneously with the execution thereof the holder of said mortgage and/or mortgages shall deliver an instrument to the Tenant duly executed for recording, stating that the possession and enjoyment of the Leased Premises by the Tenant shall in no way be disturbed by reason of any foreclosure or other proceedings that may be taken with respect to any such mortgage or the indebtedness which it may secure, so long as the Tenant complies with the terms, covenants and conditions of this Lease, or any renewals thereof, and the Tenant covenants to execute, promptly without cost to it whenever required by the Landlord, any certificate the Landlord may request in accordance with the provisions of this Section. If the interest of the Landlord in the Leased Premises is transferred to any person ("Purchaser") pursuant to or in lieu of proceedings for enforcement of any encumbrance, Tenant shall immediately and automatically attorn to the Purchaser, and this Lease shall continue in full force and effect as a direct lease between the Purchaser and the Tenant on the terms and conditions set forth herein.

15. Indemnification

15.1 Except as provided in Section 3.3 hereof, the Landlord and the holders of any now existing or hereafter executed mortgage of the Landlord's interest in the Leased Premises (the "Superior Interests") shall not be liable to the Tenant and the Tenant hereby waives all claims against such parties for any loss, injury or other damage to person or property in or about the Leased Premises from any cause whatsoever, including, without limitation, water leakage of any character from the roof, walls, basement or other portion of the Leased Premises, or gas, fire, explosion or other electricity within the Leased Premises; provided, however, that the foregoing waiver shall be inapplicable to any loss, injury or damage resulting directly from the Landlord's or its authorized representatives' negligence or willful misconduct or the breach of this Lease by the Landlord.

15.2 The Tenant shall hold Landlord and the holders of any Superior Interest, and the constituent shareholders, partners or other owners thereof, and all of their agents, contractors, servants, officers, directors, employees and licensees (collectively, the "Indemnitees") harmless from and indemnify the Indemnitees against any claims, liability, damages, costs or expenses, including, without limitation, reasonable attorney's fees and costs incurred in defending against the same ("Claims"), to the extent arising from (i) the acts, omissions, negligence or willful misconduct of the Tenant, the Tenant's employees, agents, contractors, licensees, subtenants, customers, guests or invitees in or about the Leased Premises during the term of this Lease, (ii) any construction or other work undertaken by the Tenant on the Leased Premises during the term of this Lease, (iii) any breach or Event of Default under this Lease by the Tenant or (iv) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Leased Premises during the term of this Lease; except for such Claims to the extent they are caused directly by the negligence or

willful acts or omissions of the Landlord or its authorized representatives. In case any action or proceeding be brought against any of the Indemnities by reason of any such Claim, the Tenant, upon notice from the Landlord, covenants to resist and defend at the Tenant's sole expense such action or proceeding by counsel reasonably satisfactory to the Landlord. The provisions of this Paragraph 15.2 shall survive the expiration or other termination of this Lease with respect to any injury, illness, death or damage occurring prior to such expiration or other termination. 15.3 The Landlord shall hold the Tenant and the Tenant's shareholders, officers, distributors, partners, agents, contractors, servants, licensees, subtenants and employees ("Tenant's Indemnitees") harmless from and indemnify the Tenant and the Tenant's Indemnities against any and all Claims incurred in connection with or arising from any injury, illness, or death to any person or damage to any property or from any other cause whatsoever occurring in, on or about any part of the Leased Premises when such injury, illness, death or damage shall be caused by the breach under this Lease by the Landlord or by the acts, omissions, negligence or willful misconduct of the Landlord, its agents, contractors, partners, servants, officers, directors, licensees or employees, except to the extent caused by the negligence or misconduct of Tenant's Indemnitees. The provisions of this Paragraph

15.3 shall survive the expiration or other termination of this Lease with respect to any injury, illness, death or damage occurring prior to such expiration or other termination. In case any action or proceeding be brought against the Tenant or Tenant's Indemnitees by reason of any such Claim, the Landlord, upon notice from the Tenant, covenants to resist and defend at the Landlord's sole expense such action or proceeding by counsel reasonably satisfactory to the Tenant. Notwithstanding anything to the contrary set forth in this Paragraph 15.3 or elsewhere in this Lease, in no event shall the Landlord be liable for any consequential or remote damages, or for loss of or damage to artwork, currency, jewelry, bullion, securities or other property in the Leased Premises, not in the nature of ordinary fixtures,

furnishings, equipment and other property used in general business office activities and functions.

16. Holding Over

If the Tenant remains in possession of the Leased Premises after the expiration or other termination of this Lease with the express written consent of the Landlord, the Tenant's occupancy shall be a month-to-month tenancy at a rent agreed upon by the Landlord and the Tenant, but in no event less than the Rent payable under this Lease during the last full month prior to the date of the expiration or other termination of this Lease. Except as provided in the preceding sentence, the month-to-month tenancy shall be on the terms and conditions of this Lease. The Landlord's acceptance of Rent after such holding over with the Landlord's written consent shall not result in any other tenancy or in a renewal of the term hereof. If the Tenant remains in possession of the Leased Premises after the expiration of the termination of this Lease without the Landlord's written consent, the Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay Rent during the holdover period an amount equal to the greater of (i) one hundred fifty percent (150%) of the fair market rental (as reasonably determined by Landlord) for the Leased Premises or (ii) two hundred percent (200%) of the Rent payable under this Lease for the last full month prior to the date of such expiration or other termination.

Tenant shall indemnify and hold Landlord harmless from and against all damages, costs or expenses, including, without limitation, reasonable attorneys fees and costs of re-renting, if required, incurred by Landlord resulting from Tenant's failure to surrender the Leased Premises within the time provided under this Lease, for any (i) rent payable by any prospective tenant of the Leased Premises or any portion thereof and (ii) Landlord's damages as result of such prospective tenant rescinding the prospective lease of the Leased Premises or any portion thereof

by reason of such failure to timely surrender the Leased Premises; provided that Landlord shall make reasonable efforts, as defined in Paragraph 10.3, above, to mitigate damages.

All indemnification obligations, including without limitation those contained in Paragraphs 3.3 and 3.4, provided for in this Lease shall continue and remain in full force and effect during any holdover period, and resulting month to month tenancy.

17. Estoppel Certificates

At any time and from time to time, upon not less than ten (10) days' prior notice from the Landlord, the Tenant shall execute, acknowledge and deliver to the Landlord a statement certifying the commencement date of this Lease, stating that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and the date and nature of each such modification), that the Landlord is not known to be in default under this Lease (or, if the Landlord is in default, specifying the nature of such default), that the Tenant is not known to be in default under this Lease (or, if the Tenant is in default, specifying the nature of such default), the current amounts of and the dates to which Rent has been paid, and setting forth such other matters as may be reasonably requested by the Landlord. Any such statement may be conclusively relied upon by a prospective purchaser of the Leased Premises or by a lender obtaining a lien on the Leased Premises as security.

18. Late Charge

The Tenant acknowledges that late payment of any installment of Rent will cause the Landlord to incur costs not contemplated by this Lease and that the exact amount of such

costs would be extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, late charges that may be imposed on the Landlord by the terms of any encumbrance or note secured by the Leased Premises and the loss of the use of the delinquent funds. Therefore, if any installment of Rent is not received within ten (10) days of the date due, the Tenant shall pay to the Landlord on demand an additional sum of four (4%) of the overdue installment, which sum represents a fair and reasonable estimate of the costs that the Landlord will incur by reason of late payment by the Tenant. Acceptance of any late charge shall not constitute a waiver of the Tenant's default with respect to the overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies available to the Landlord.

19. Attorneys' Fees

In the event of any action or proceeding between the Landlord and the Tenant (including an action or proceeding between the Landlord and the trustee or debtor in possession while Tenant is a debtor in a proceeding under any bankruptcy law) to enforce any provision of this Lease, the losing party shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in such action and in any appeal in connection therewith by such prevailing party. The "prevailing party" will be determined by the court before whom the action was brought based upon an assessment of which party's major arguments or positions taken in the suit or proceeding could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the court's decision.

20. Real Estate Brokers

The Landlord and the Tenant each represents and warrants to the other that neither party has authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for such party in connection with this Lease. Each party shall hold the other harmless from and indemnify and defend the other against any and all claims by any real estate broker or salesman for a commission, finder's fee or other compensation as a result of the inaccuracy of such party's representation above.

21. Authority

If the Tenant is a corporation, partnership, trust, association or other entity, the Tenant and each person executing this Lease on behalf of the Tenant, hereby covenants and warrants that (i) the Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the Tenant has and is duly qualified to do business in New Jersey, (iii) the Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all the Tenant's obligations hereunder and (iv) each person (and all of the persons if more and one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so.

22. Compliance with Law.

Tenant shall not do or permit anything to be done in or about he Leased Premises which will in any way conflict with any law, ordinance or governmental requirement now in force or which may hereafter be enacted. Tenant, at it sole cost and expense, shall promptly comply with all such laws, ordinances and governmental requirements and with the requirements

of any board of fire underwriters or other similar body now or hereafter constituted relating to the condition, use or occupancy of the Leased Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether or not Landlord is a party thereto, that Tenant has violated any law, ordinance or governmental requirement shall be conclusive of that fact as between Landlord and Tenant. Tenant shall immediately furnish Landlord with any notices received from any insurance company or governmental agency or inspection bureau regarding any unsafe or unlawful condition within the Leased Premises. Notwithstanding the foregoing, Tenant need not comply with any such laws, ordinances, orders, rules, regulations or requirements during any period that Tenant is contesting the validity or applicability thereof in accordance with the terms of this paragraph. Tenant may contest and appeal any such law, ordinance, orders, rules, regulations or requirements provided that the same are prosecuted diligently and in good faith and provided that the same shall not subject Landlord to any fines or penalties or to prosecution for a criminal or civil offense, or constitute a default under any lease, contract or mortgage under which Landlord maybe obligated, or cause the Leased Premise or any part thereof to be condemned or vacated.

23. Notices

All notices, demands, requests or other communication which may be or are required to be given, served or sent by one part to the other shall be in writing, and shall be deemed to have been given properly if mailed by registered or certified mail to the address of such party set forth below, or to such address as such party shall notify the other in like manner:

If to Landlord:

GWC Health, Inc.
c/o Elan Corporation, plc
Lincoln House
Lincoln Place
Dublin 2, IRELAND
Telecopy: 353-1-662-4960
Attention: General Counsel

with a copy to:

Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Telecopy: (212) 269-5420
Attention: William M. Hartnett

and

Athena Neurosciences, Inc.
800 Gateway Boulevard
South San Francisco, California 94080
Telecopy: (650) 875-3620
Attention: General Counsel

If to Tenant:

Rystan Company, Inc.
c/o Integra LifeSciences Corporation
105 Morgan Lane
Plainsboro, New Jersey 08536
Telecopy: (609) 799-3297
Attention: President

with a copy to:

Drinker Biddle & Reath
105 College Road East
Princeton, New Jersey 08542
Telecopy: (609) 799-7000
Attention: John E. Stoddard, III, Esq.

24. Governing Law

The Lease shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

25. Entire Agreement

This Lease, together with the relevant provisions of any other document referred to herein between the parties hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper and duly authorized corporate officers and their corporate seal to be hereto affixed, this 28th day of September, 1998.

ATTEST: GWC HEALTH, INC., Landlord

_____ By: /s/ Edmond Bergeron

Title: President

ATTEST: RYSTAN COMPANY, INC., Tenant

_____ By: /s/ David B. Holtz

Title: Treasurer