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MERGER OR SHARE EXCHANGE

EXACTECH SPINE, INC.

Certificate of Status	0
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Merger

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ARTICLES OF MERGER

OF

EXACTECH SPINE, INC.
a Florida corporation,

with and into

ALTIVA CORPORATION
a Delaware corporation.

Dated as of January 2, 2008

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Pursuant to and in accordance with the provisions of Section 607.1105 of the Florida Business Corporation Act, EXACTECH SPINE, INC., a Florida corporation ("Exactech Spine"), and ALTIVA CORPORATION, a Delaware corporation (the "Surviving Corporation") do hereby adopt these Articles of Merger (these "Articles") for the purpose of merging Exactech Spine with and into the Surviving Corporation (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated as of December 7, 2007 is attached hereto as Exhibit A.

2. Effective Date. The effective date of the Merger shall be the later of (i) January 2, 2008, or (ii) the filing of these Articles (or the Delaware equivalent of these Articles, as applicable) with (A) the Department of State of the State of Florida and (B) the Secretary of State of the State of Delaware.

3. Date of Plan Adoption. The respective shareholders of Exactech Spine and the Surviving Corporation adopted the Plan on December 7, 2007.

4. Counterparts; Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile signatures shall be deemed originals for all purposes of these Articles.

[Signatures follow on next page]

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IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

EXACTECH SPINE, INC.

By: Joel C. Phillips
Name: Joel C. PHILLIPS
Title: CFO

ALTIVA CORPORATION

By: _____
Name:
Title:

Signature Page to Articles of Merger

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

EXACTECH SPINE, INC.

By:_____
Name:
Title:

ALTIVA CORPORATION

By:_____
Name: Craig Corrance
Title: President and Chief Executive Officer

Signature Page to Articles of Merger

Exhibit A

[AGREEMENT AND PLAN OF MERGER]

PLAN OF MERGER

This **PLAN OF MERGER** (this "Plan") is made and entered into as of December 7, 2007 by and among Exactech, Inc, a Florida corporation ("Parent"), Exactech Spine, Inc., a Florida corporation and wholly-owned subsidiary of Parent ("Sub"), Altiva Corporation, a Delaware corporation (the "Company"), the Senior Management Stockholders identified on the signature pages hereto (the "Senior Management Stockholders") and the holders (the "Series A Preferred Stockholders") of the Company's Series A Convertible Preferred Stock, $0.01 par value per share, of the Company ("Series A Preferred") and holders (the "Series B Preferred Stockholders" and, together with the Series A Preferred Holders, the "Preferred Stockholders") of the Company's Series B Convertible Preferred Stock, $0.01 par value per share, of the Company ("Series B Preferred"). Parent, Sub, Company, the Senior Management Stockholders and the Preferred Stockholders are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, the respective Boards of Directors of Parent and the Company have each determined that it is in the best interests of their respective companies and stockholders that Parent acquire the business of the Company pursuant to the terms and subject to the conditions set forth in this Plan; and

WHEREAS, the Boards of Directors of Parent, Sub and the Company have each approved and adopted this Plan and the consummation of the merger of the Company into Sub (the "Merger"), upon the terms and subject to the conditions set forth in this Plan whereby, except for those shares of Company capital stock that are authorized but not outstanding, (i) each share of Series A Preferred outstanding immediately prior to the Effective Time, as defined below, will be converted into the right to receive shares of common stock, par value $.01 per share of ("Parent Common Stock"), (ii) each share of Series B Preferred outstanding immediately prior to the Effective Time will be converted into the right to receive cash, (iii) each share of Series C-1 Convertible Preferred Stock, $0.01 par value per share ("Series C-1 Preferred"), of the Company outstanding immediately prior to the Effective Time will be converted into the right to receive a combination of cash and Parent Common Stock, (iv) each share of Series C Convertible Preferred Stock, $0.01 par value per share, of the Company ("Series C Preferred") and each share of common stock, par value $0.01 per share, of the Company ("Company Common Stock" and, together with the Series A Preferred, Series B Preferred, Series C-1 Preferred and Series C Preferred, "Company Capital Stock") outstanding immediately prior to the Effective Time will be cancelled and (v) no consideration shall be delivered for any warrants to purchase Company Common Stock (the "Warrants") outstanding immediately prior to the Effective Time; and

WHEREAS, the respective Boards of Directors of the Company, Parent and Sub have each determined that the Merger is fair to, and in the best interests of, their respective companies and stockholders, and have approved and adopted this Plan and the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Senior

Management Stockholders, the Preferred Stockholders, Parent, Sub and the Company hereby agree as follows:

1. **Constituent Corporations**. Sub and Company (together, the "Constituent Corporations") shall be parties to the Merger.

2. **Terms and Conditions of Merger**. Pursuant to the applicable provisions of the FBCA and the Delaware General Corporation Law (the "DGCL"): (A) Sub shall merge with and into the Company (the "Surviving Corporation"); and (B) at the Effective Time (as defined in Section 4), the separate existence of the Sub shall cease, and the Surviving Corporation shall continue to exist in accordance with the applicable provisions of the DGCL and FBCA.

3. **Effect on Capital Stock**. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Capital Stock or any shares of capital stock of Parent or Sub:

(a) Capital Stock of Sub. Each issued and outstanding share of capital stock of Sub shall be converted into and become one fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) Cancellation of Company Common Stock. (i) Any shares of Company Common Stock that are issued but not outstanding shall be canceled and no consideration shall be delivered in exchange therefor, and (ii) all issued and outstanding shares of Company Common Stock shall be cancelled and no consideration shall be delivered in exchange therefor.

(c) Treatment of Warrants. No consideration shall be delivered in exchange for the Warrants, which absence of consideration the Parties hereto acknowledge and agree represents the excess of the value exchanged for one share of Company Common Stock pursuant to the Merger over the exercise price of each Warrant.

(d) Aggregate Consideration. In consideration of their respective shares of Company Capital Stock, the Stockholders (other than the holders of shares of Company Common Stock) shall receive, according to the terms and conditions set forth in this Plan, total consideration (the "Purchase Price") of $15,420,503, which amount the parties hereto acknowledge and agree includes an aggregate amount equal to (A) $8,404,174 in consideration of the shares of Series C Preferred held by Parent, which Series C Shares shall be cancelled at the Effective Time plus (B) $372,726, which amount represents the aggregate exercise price owed in connection with the exercise of options to acquire Series C-1 Preferred. The parties agree that the remaining $6,643,603 shall be distributed as follows:

(i) Conversion of Series C-1 Preferred and Termination of Options. At the Effective Time, each share of Series C-1 Preferred and each issued Company Option (as defined below and with respect to each share of Series C-1 Preferred subject to such Company Option) shall be converted or terminated, as applicable, into the right to receive a certificate representing the number of shares of Parent Common Stock (the "Parent Shares")(each Parent Share to be valued at the average closing price per share of Parent

Common Stock as quoted on NASDAQ for the five (5) trading days immediately preceding the Closing Date) equal in value to the quotient determined by dividing (1) $1,304,273 by (2) the aggregate number of issued and outstanding shares of Series C-1 Preferred immediately prior to the Closing Date (including the number of shares of Series C-1 Preferred subject to those options (individually, a "Company Option") and collectively, the "Company Options") issued as of the date hereof pursuant to the Altiva Corporation 2001 Stock Incentive Plan, as amended); and (B) cash in an amount equal to the quotient determined by dividing (1) $558,974 by (2) the aggregate number of issued and outstanding shares of Series C-1 Preferred Stock immediately prior to the Closing Date (including the number of shares of Series C-1 Preferred subject to the Company Options) (the "Series C-1 Cash Consideration"); and

For purposes of this Plan, the consideration to be received by the Series C-1 Preferred holders and Company Option holders pursuant to this Section 3(d)(i) shall be referred to as the "Stock Consideration."

(ii) Conversion of Series A Preferred. At the Effective Time, each share of Series A Preferred shall be converted into the right to receive, and each holder of Series A Preferred shall receive, a certificate representing the number of Parent Shares (each Parent Share to be valued at the average closing price per share of Parent Common Stock as quoted on NASDAQ for the five (5) trading days immediately preceding the Closing Date) equal in value to the quotient determined by dividing (A) $281,197 by (B) the aggregate number of issued and outstanding Series A Preferred shares immediately prior to the Closing Date.

(iii) Conversion of Series B Preferred. At the Effective Time, each share of Series B Preferred shall be converted into the right to receive cash, and each of the holders of Series B Preferred shall receive, a ratable portion of $4,499,159 in proportion to the full preferential amount each such holder is otherwise entitled to receive under Section (IV)(B)(2)(b) and (d) of the Certificate of Incorporation (the "Series B Cash Consideration," and together with the Series C-1 Cash Consideration, the "Cash Consideration").

As used herein, the term "Merger Consideration" means the Cash Consideration together with the Stock Consideration (with each certificate representing Parent Shares having a dollar value determined in accordance with Section 3(d)(i) or 3(d)(iii), as applicable).

As of the Effective Time, all such shares of Series A Preferred, Series B Preferred and Series C-1 Preferred (together, the "Cancelled Shares") shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any Cancelled Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with Section 3(d)(i) and (ii), as applicable. If subsequent to the date of this Plan but prior to the Effective Time, Parent should split or combine the Parent Shares or

pay a stock dividend or other stock distribution in Parent Shares, then the number of Parent Shares issuable as Stock Consideration shall be appropriately adjusted to reflect such split, combination, dividend or other distribution.

4. **Effect of Merger**. Subject to the provisions of this Plan, the Parties shall file with the Florida Secretary of State and the Delaware Secretary of State, as appropriate, a copy of this Plan (or a certificate in lieu of the Plan) together with the required certificates of officer or other appropriate documents (in any such case, the "Certificate of Merger") executed in accordance with the relevant provisions of the FBCA and the DGCL and shall make all other filings or recordings required under the FBCA and the DGCL. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Florida Secretary of State and the Delaware Secretary of State, or at such later time as Sub and the Company shall agree and as is specified in the Certificate of Merger (the time the Merger becomes effective being herein referred to as the "Effective Time"). The Merger shall have the effects set forth in the applicable provisions of the FBCA and the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each of the Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Sub and the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation, all without further act or deed.

5. **Articles of Incorporation**. As of the Effective Time, the certificate of incorporation of the Sub, as in effect immediately prior to the Merger, shall be amended and restated in its entirety in the form attached hereto as Exhibit A and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

6. **Bylaws**. The bylaws of Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

7. **Directors and Officers**. The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation, removal or death or until their respective successors are duly elected and qualified, as the case may be. The officers of Sub immediately prior to the Effective Time or such other persons as Parent shall designate shall be the officers of the Surviving Corporation until the earlier of their resignation, removal or death or until their respective successors are duly elected and qualified, as the case may be.

8. **Amendment of Plan**. This Plan may be amended by the Parties hereto, by action taken or authorized by their respective Boards of Directors. This Plan may not be amended (other than for correction of typographical errors) except by an instrument in writing signed on behalf of each of the Parties hereto

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first set forth above.

EXACTECH, INC.

By: Joel C. Phillips
Name: Joel C. Phillips
Title: CFO

EXACTECH SPINE, INC.

By: Joel C. Phillips
Name: Joel C. Phillips
Title: CFO

ALTIVA CORPORATION

By:_____
Name: Craig Corrance
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first set forth above.

EXACTECH, INC.

By:_____
Name:
Title:

EXACTECH SPINE, INC.

By:_____
Name:
Title:

ALTIVA CORPORATION

By:_____
Name: Craig Corrance
Title: President and Chief Executive Officer

Exhibit A

FOURTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

ALTIVA CORPORATION

Altiva Corporation, a corporation originally incorporated on May 27, 1997 under the name IMCOR Implant Corporation and organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify that the provisions of this Certificate of Incorporation are as follows:

FIRST: The name of the corporation is Altiva Corporation (the "Corporation").

SECOND: The address of the Corporation's registered office in the state of Delaware is the Corporation Trust Company, 1209 Orange Street, in the city of Wilmington, in the county of New Castle, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL, as amended from time to time, or any successor statute.

FOURTH: The total number of shares of stock that the Corporation is authorized to issue is 11,000,000 shares of common stock, par value $.001 per share.

FIFTH: Any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting or by written consent of the stockholders in lieu of a meeting.

SIXTH: The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of one or more directors, the exact number of directors to be determined from time to time as provided in the by-laws of the Corporation.

SEVENTH: The Board of Directors of the Corporation, acting by majority vote, may alter, amend or repeal the by-laws of the Corporation.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereinafter prescribed by statute and all rights conferred upon stockholders herein are granted subject to this reservation.

NINTH: A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporation action further eliminating or limiting personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of, and advancement of expenses to, all persons serving as officers and directors of the Corporation (and any other persons to which the DGCL permits the Corporation to provide indemnification) through bylaw provisions, agreements with such directors, officers or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to limits created by applicable DGCL (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders or others.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of a director, officer or other person existing at the time of, or increase the liability of any such director, officer or other person with respect to any acts or omissions of such director, officer or other person occurring prior to such amendment, repeal or modification.