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MERGER OR SHARE EXCHANGE  
DYNAMIC HEALTHCARE TECHNOLOGIES, INC.

Certificate of Status	1
Certified Copy	1
Page Count	12
Estimated Charge	\$87.50

Merger

DC

12/18/01

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

DYNAMIC HEALTHCARE TECHNOLOGIES, INC., a Florida corporation,  
P96000041145

INTO

**CERNER HOLDINGS, INC., which changed its name to CERNER DHT, INC..**  
a Delaware entity not qualified in Florida

File date: December 17, 2001

Corporate Specialist: Darlene Connell

**ARTICLES OF MERGER  
OF  
DYNAMIC HEALTHCARE TECHNOLOGIES, INC.  
(a Florida corporation)  
WITH AND INTO  
CERNER HOLDINGS, INC.  
(a Delaware corporation)**

Pursuant to Section 607.1105  
of the Florida Business Corporation Act

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Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I**

**State of Incorporation; Name of Surviving Corporation**

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Dynamic Healthcare Technologies, Inc.	Florida
Cerner Holdings, Inc.	Delaware

Cerner Holdings, Inc., a Delaware corporation, shall be the surviving corporation. At the Effective Time (as defined herein), the name of the surviving corporation shall be:

"Cerner DHT, Inc."

**ARTICLE II**

**Plan of Merger**

The Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III**

**Approval of the Plan**

The Board of Directors of Dynamic Healthcare Technologies, Inc. ("DHT") reviewed, considered and, at a duly called and held special meeting of the Board of Directors of DHT at which a quorum was present, duly approved and adopted the Agreement and Plan of Merger ("Agreement and Plan of Merger") dated September 5, 2001, by and among DHT, Cerner Corporation, a Delaware corporation ("Cerner"), and Cerner Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of Cerner ("Cerner Holdings").

AUDIT NO. H01000122027 5

The Agreement and Plan of Merger was presented to the shareholders of DHT and in accordance with Section 607.1101 of the FBCA the Agreement and Plan of Merger was duly adopted and approved by the shareholders of DHT at a Special Meeting of the Shareholders on December 11, 2001.

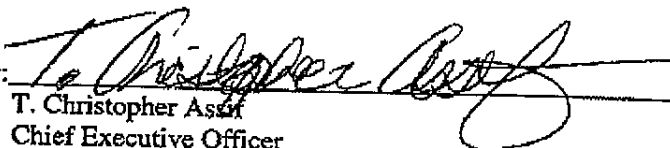
The Board of Directors of Cerner Holdings reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 141 of the Delaware General Corporation Law ("DGCL") duly adopted the Agreement and Plan of Merger, as of August 21, 2001. The Agreement and Plan of Merger was presented to the sole stockholder of Cerner Holdings in accordance with Section 252 of the DGCL and was approved by the sole stockholder pursuant to an action by written consent in accordance with Section 228 of the DGCL on August 27, 2001.

**ARTICLE IV**  
**Effective Time**

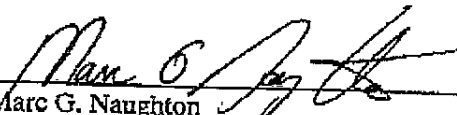
These Articles of Merger shall become effective on December 17, 2001 at 5:00 p.m. Eastern Standard Time.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed by their respective authorized officers as of December 17, 2001.

**DYNAMIC HEALTHCARE TECHNOLOGIES, INC.,**  
a Florida corporation

By:   
T. Christopher Assaf  
Chief Executive Officer

**CERNER HOLDINGS, INC.,**  
a Delaware Corporation

By:   
Marc G. Naughton  
Vice President and Chief Financial Officer

**PLAN OF MERGER OF**  
**DYNAMIC HEALTHCARE TECHNOLOGIES, INC.**  
(a Florida corporation)

**WITH AND INTO**  
**CERNER HOLDINGS, INC.**  
(a Delaware corporation)

**PLAN OF MERGER** ("Plan of Merger") dated as of September 5, 2001, describes the merger of Dynamic Healthcare Technologies, Inc., a Florida corporation ("DHT"), with and into Cerner Holdings, Inc., a Delaware corporation ("Cerner Holdings") and wholly-owned subsidiary of Cerner Corporation, a Delaware corporation ("Cerner").

**RECITALS**

**WHEREAS**, the respective Boards of Directors of Cerner, DHT and Cerner Holdings have determined that the merger of DHT with and into Cerner Holdings (the "Merger"), upon the terms and subject to the conditions set forth in Agreement and Plan of Merger, dated September 5, 2001, by and among DHT, Cerner and Cerner Holdings (the "Merger Agreement"), would be fair and in the best interests of their respective stockholders, and such Boards of Directors have approved the Merger Agreement and such Merger, pursuant to which each issued and outstanding share of common stock, par value \$0.01 per share, of DHT (the "Common Stock ") (other than (a) Common Stock owned, directly or indirectly, by Cerner or any Subsidiary of Cerner and (b) Common Stock held in treasury by DHT) will be converted into the right to receive shares of Cerner Common Stock as provided herein and each issued and outstanding share of DHT Preferred Stock will be redeemed as provided herein; and

**WHEREAS**, in accordance with applicable law and the Articles of Incorporation and Bylaws of DHT, approval of the Merger and this Plan of Merger require the affirmative vote of a majority of the outstanding shares of Common Stock entitled to vote thereon and of a majority of the shares of DHT Preferred Stock, each voting as a separate class; and

**WHEREAS**, the Merger Agreement and this Plan of Merger providing for the Merger pursuant to Section 607.1103 of the Florida Statutes and Section 252 of the Delaware General Corporation Law having been approved by the Board of Directors of each of the parties thereto, and the Board of Directors of DHT has directed that the Merger Agreement and this Plan of Merger be submitted to its shareholders for approval;

**NOW THEREFORE**, in consideration of the premises and mutual agreements herein contained, the parties do hereby agree that the Plan of Merger shall be as follows:

AUDIT NO. H01000122027 5

## ARTICLE I

### TERMS OF THE MERGER

**1.1 The Merger.** Upon the terms and subject to the conditions of this Plan of Merger and in accordance with the General Corporation Law of the State of Delaware (the "Delaware Law") and Florida Business Corporation Act (the "Florida Law"), at the Effective Time DHT shall be merged with and into Cerner Holdings. As a result of the Merger, the separate corporate existence of DHT shall cease and Cerner Holdings, which shall remain a wholly-owned Subsidiary of Cerner, shall continue as the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to be governed by Delaware Law.

**1.2 Effective Time.** On the Closing Date of the Merger, Cerner Holdings and DHT shall cause (i) the Certificate of Merger ("Certificate of Merger"), and (ii) the Articles of Merger for the Merger ("Articles of Merger"), meeting the requirements of the Delaware Law and the Florida Law, respectively, to be properly executed and filed. The Merger shall become effective on the date and at the time on which the Certificate of Merger and the Articles of Merger shall have been accepted for filing by the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively, or such later date and time as agreed upon in writing by DHT, Cerner Holdings, and Cerner and specified in both the Certificate of Merger and the Articles of Merger (such time and date being referred to herein as the "Effective Time"). Subject to the terms and conditions of this Plan of Merger, on and after the Closing Date the parties hereto agree to take all such further actions as may be required by law to make the Merger effective.

**1.3 The Closing.** The Closing of the Merger and transactions contemplated by this Plan of Merger will take place at 10:00 a.m. on the third Business Day following the Determination Date, or at such other date and time as the parties may mutually agree. The Closing shall take place at the offices of Stinson, Mag & Fizzell, P.C., at 1201 Walnut Street, Suite 2800, Kansas City, Missouri, or such other place as may be mutually agreed upon by the parties hereto.

**1.4 Effects of the Merger.** From and after the Effective Time, the Merger will have the effects set forth in the Delaware Law and the Florida Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Cerner Holdings and DHT shall be vested in the Surviving Corporation, and all debts, liabilities and duties of Cerner Holdings and DHT shall become the debts, liabilities and duties of the Surviving Corporation.

## ARTICLE II

### CERTIFICATE OF INCORPORATION AND BYLAWS

**2.1 Certificate of Incorporation.** The Certificate of Incorporation of Cerner Holdings as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation; provided that Article First thereof shall be amended, effective as of the Effective Time, to provide that the name of the Surviving Corporation shall be changed to a name to be determined by Cerner.

**2.2 Bylaws.** The Bylaws of Cerner Holdings as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

### **ARTICLE III BOARD OF DIRECTORS AND EXECUTIVE OFFICERS**

**3.1 Board of Directors.** The directors of Cerner Holdings at the Effective Time shall be the initial directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

**3.2 Officers.** The officers of Cerner Holdings at the Effective Time shall be the initial officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be.

### **ARTICLE IV CONVERSION OF STOCK**

At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto or their respective stockholders:

**4.1 Common Stock.** With respect to each holder of record of Common Stock outstanding immediately prior to the Effective Time and subject to Section 4.5 relating to fractional shares (excluding shares to be canceled pursuant to Section 4.3 of this Plan of Merger), the shares of Common Stock held by such holder shall cease to be outstanding and shall be converted into the right to receive that number of shares of Cerner Common Stock determined by multiplying the number of such shares of Common Stock times the Exchange Ratio (the "Merger Consideration").

**4.2 Preferred Stock.** With respect to each holder of record of Preferred Stock outstanding immediately prior to the Effective Time, the shares of Preferred Stock held by such holder shall be redeemed at a price per share of Preferred Stock equal to \$2.00 in cash, plus all unpaid accrued dividends to which holders of Preferred Stock are entitled to receive pursuant to the Articles of Incorporation of DHT (the "Preferred Stock Merger Consideration").

**4.3 DHT Stock held by Cerner, Cerner Holdings and DHT.** Each share of Common Stock held by DHT as treasury stock or owned by Cerner, Cerner Holdings or any Cerner or DHT Subsidiaries immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist.

**4.4 Cerner Holdings Common Stock.** Each share of common stock of Cerner Holdings outstanding and each share held in treasury immediately prior to the Effective Time shall remain outstanding and be unaffected by the Merger.

**4.5 Fractional Shares.** Notwithstanding any other provision of this Plan of Merger, no fraction of a share of Cerner Common Stock shall be issued in connection with the conversion

AUDIT NO. H01000122027 5.

of Common Stock in the Merger and the distribution of Cerner Common Stock in respect thereof. Each holder of shares of Common Stock exchanged pursuant to the Merger who otherwise would have been entitled to receive a fraction of a share of Cerner Common Stock (after taking into account all certificates delivered by such holder) shall receive, in lieu thereof a cash payment (without interest and subject to the payment of any applicable withholding Taxes) in an amount equal to such fractional part of a share of Cerner Common Stock multiplied by the Average Cerner Stock Price.

#### 4.6 Stock Options and Other Stock Compensation.

(i) At the Effective Time, each award, option, warrant or other right to purchase or acquire Common Stock pursuant to any warrants, stock awards, stock options or stock appreciation rights granted under any DHT Employee Plans (as defined herein) (other than DHT's 401(k) Plan, which will receive the consideration set forth in Section 4.13 of the Merger Agreement) or otherwise as listed on Section 2.1(f) of the DHT Disclosure Schedule to the Merger Agreement (collectively, the "Stock Rights") prior to the Effective Time and which remains outstanding immediately after the Effective Time, whether or not vested or exercisable, without any action on the part of the holder thereof, shall cease to represent a right with respect to shares of Common Stock and shall be converted into and become rights with respect to Cerner Common Stock, and Cerner shall assume each Stock Right on the same terms and conditions as were applicable under such Stock Right (but taking into account any changes thereto (except that there shall be no acceleration in the vesting or exercisability of such option, right or incentive compensation by reason of this Plan of Merger, the Merger or the other matters contemplated by this Plan of Merger other than existing agreements which by their terms provide for acceleration, which agreements are set forth in Section 2.1(f) of the DHT Disclosure Schedule to the Merger Agreement indicating the optionees thereof), provided for in the DHT Employee Plans or in the terms of such right by reason of this Plan of Merger or the transactions contemplated hereby), with respect to that number of shares of Cerner Common Stock determined by multiplying the number of shares of Common Stock subject to such Stock Right, times the Exchange Ratio, rounded, if necessary, to the nearest whole share of Cerner Common Stock, at (in the case of a stock option or stock appreciation right) a price per share (rounded to the nearest one-hundredth of a cent) determined by dividing the per-share exercise price specified in such stock option or stock appreciation right, as applicable, by the Exchange Ratio. In addition, notwithstanding anything to the contrary in this Section 4.6, each Stock Right which is an "incentive stock option" under Section 422 of the Code shall be adjusted as required by Section 424 of the Code, and the regulations promulgated thereunder, so as not to constitute a modification, extension, or renewal of the option, within the meaning of Section 424(h) of the Internal Revenue Code. Cerner agrees to take all necessary steps to effectuate the foregoing provisions of this Section 4.6(i).

(ii) As soon as practicable after the Effective Time, Cerner shall deliver to the holders of Stock Rights appropriate notices setting forth such holders' rights pursuant thereto and the grants pursuant to the DHT Employee Plans shall continue in effect on the same terms and conditions (subject to the adjustments required by Section 4.6 (i) of this Plan of Merger) after giving effect to the Merger, and Cerner shall comply with the terms of the Stock Rights and the DHT Employee Plans to ensure, to the extent required by, and subject to the provisions of, such

AUDIT NO. H01000122027 5

DHT Employee Plan, that the Stock Rights which qualified as incentive stock options prior to the Effective Time continue to qualify as incentive stock options after the Effective Time.

(iii) At or prior to the Effective Time, Cerner shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Cerner Common Stock for delivery upon exercise of Stock Rights in accordance with this Section 4.6. Promptly after the Effective Time, Cerner shall file a registration statement(s) on Form S-8 with respect to the shares of Cerner Common Stock subject to such stock options or other stock related rights or other forms of stock related incentive or deferred compensation, and shall use commercially reasonable efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such stock options or other stock related rights or other forms of stock related incentive or deferred compensation remain outstanding. With respect to those individuals who subsequent to the Merger will be subject to the reporting requirements under Section 16(a) of the Exchange Act, where applicable, Cerner shall administer the DHT Employee Plans in a manner consistent with the exemptions provided by Rule 16b-3 promulgated under the Exchange Act.

(iv) Prior to the Effective Time, DHT will make any amendments to the terms of the DHT Employee Plans that are necessary to give effect to the transactions contemplated by this Section 4.6.

**4.7 Certain Adjustments.** If, between the date of this Plan of Merger and the Effective Time, the number of issued and outstanding shares of Cerner Common Stock shall have been changed into a different number of shares or different class by reason of any reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date (in the case of a stock dividend) or an effective date (in the case of a stock split or combination or similar recapitalization for which a record date is not set) within such period, or any similar event shall have occurred, the Merger Consideration and Exchange Ratio shall each be proportionately adjusted to prevent any dilutive effect to the stockholders of DHT which would otherwise result from any such transaction on a percentage of ownership basis.

## ARTICLE V CONDITIONS TO MERGER

The obligations of DHT, Cerner, and Cerner Holdings to effect the Merger as herein provided shall be subject to the satisfaction, unless duly waived, of the conditions set forth in the Merger Agreement, which conditions are incorporated herein by reference.

## ARTICLE VI FURTHER ASSURANCES

At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of DHT or Cerner Holdings, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of

AUDIT NO. H01000122027 5

DHT or Cerner Holdings, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of DHT or Cerner Holdings acquired or to be acquired by the Surviving Corporation as a result of, or in connection with the Merger.

#### **ARTICLE VII TERMINATION**

Anything contained in the Plan of Merger to the contrary notwithstanding, and notwithstanding adoption hereof by the shareholders of DHT, this Plan of Merger may be terminated and the Merger abandoned as provided in the Merger Agreement.

#### **ARTICLE VIII DEFINITIONS**

For purposes of this Plan of Merger, the capitalized terms used in this Plan of Merger shall have the meanings specified or referred to in Appendix A hereto which is incorporated herein by reference.

#### **ARTICLE IX MISCELLANEOUS**

9.1 This Plan of Merger may be amended or supplemented at any time by mutual agreement of DHT, Cerner and Cerner Holdings. Any such amendment or supplement must be in writing and approved by their respective Boards of Directors and shall be subject to the proviso in Section 10.2 of the Merger Agreement.

9.2 Any notice or other communication required or permitted under this Plan of Merger shall be given, and shall be effective, in accordance with the provisions of the Merger Agreement.

9.3 The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Plan of Merger.

9.4 This Plan of Merger may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

9.5 This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and entirely to be performed in such jurisdiction, except to the extent federal law may be applicable.

[Signatures on Next Page]

AUDIT No. H01000122027 5

IN WITNESS WHEREOF the parties hereto have caused this Plan of Merger to be duly executed by their respective authorized officers as of the day and year first above written.

**DYNAMIC HEALTHCARE TECHNOLOGIES, INC.,**  
a Florida corporation

Attest: Brian Hecce  
Secretary

By: T. Christopher Asaf  
T. Christopher Asaf  
Chief Executive Officer

(CORPORATE SEAL)

**CERNER HOLDINGS, INC.,**  
a Delaware corporation

Attest: [Signature]  
Secretary

By: Marc G. Naughton  
Marc G. Naughton  
Vice President and Chief Financial Officer

(CORPORATE SEAL)

**CERNER CORPORATION,**  
a Delaware corporation

Attest: [Signature]  
Secretary

By: Marc G. Naughton  
Marc G. Naughton  
Vice President and Chief Financial Officer

(CORPORATE SEAL)

AUDIT NO. H01000122027 5

## APPENDIX A

### DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, or partnership or other ownership interests, by contract, or otherwise.

"Articles of Merger" shall have the meaning set forth in Section 1.2 of this Plan of Merger.

"Average Cerner Stock Price" means the average of the closing sales price per share of Cerner Common Stock as reported by Nasdaq on each of the 15 consecutive trading days immediately preceding the first trading day prior to the date of the Determination Date.

"Business Day" means any day other than a Saturday, Sunday or one on which banks are authorized or required by Law to close in the State of Missouri or the State of Florida.

"Cerner" shall have the meaning set forth in the Preamble.

"Cerner Common Stock" means the common stock of Cerner, par value \$.01 per share, including the associated rights (the "Cerner Stock Purchase Rights") to purchase shares of Series A Preferred Stock of Cerner pursuant to the Amended and Restated Rights Agreement, dated as of March 12, 1999, between Cerner and UMB Bank, n.a., as Rights Agent. All references in this Plan of Merger to Cerner Common Stock shall be deemed to include the Cerner Stock Purchase Rights.

"Cerner Holdings" shall have the meaning set forth in the Preamble.

"Certificate of Merger" shall have the meaning set forth in Section 1.2 of this Plan of Merger.

"Closing" means the closing of the Merger in the time and manner contemplated in Section 1.3 of this Plan of Merger.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the common stock, par value \$.01 per share, of DHT.

"Delaware Law" shall have the meaning set forth in Section 1.1 of this Plan of Merger.

"Determination Date" means the first date on which all of the conditions set forth in Sections 8.1, 8.2 and 8.3 of the Merger Agreement have been fulfilled or waived in accordance with the terms of the Merger Agreement.

"DHT" shall have the meaning set forth in the Preamble.

AUDIT NO. H01000122027 5

"DHT Employee Plans" shall mean an "employee benefit plan," as defined in Section 3(3) of ERISA, each employment, severance or similar contract, plan, arrangement or policy and each other plan or arrangement (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, insurance coverage (including any self-insured arrangements), health or medical benefits, disability benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) that is maintained, administered or contributed to by DHT or any of its ERISA Affiliates and covers any employee or former employee of DHT or any DHT Subsidiary. Copies of such plans (and, if applicable, related trust agreements) and all amendments thereto and written interpretations thereof have been furnished, or will be made available upon request, to Cerner together with the most recent annual report (Form 5500 including, if applicable, Schedule B thereto), all summary plan descriptions and material employee communications prepared in connection with any such plan.

"Effective Time" shall have the meaning set forth in Section 1.2 of this Plan of Merger.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" of any Person means any other Person which, together with such Person, would be treated as a single employer under Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Ratio" means, subject to adjustment pursuant to Section 4.7 of this Plan of Merger: (a) if the Average Cerner Stock Price as determined on the Closing Date is less than \$64.50 per share, then the Exchange Ratio shall be an amount equal to 362,791 divided by the number of shares of Common Stock issued and outstanding as of the close of business on the Determination Date, and (b) if the Average Cerner Stock Price as determined on the Closing Date is equal to or greater than \$64.50, then the Exchange Ratio shall be an amount equal to (i) an amount equal to 362,791 divided by the number of shares of Common Stock issued and outstanding as of the close of business on the Determination Date, times (ii) a fraction, the numerator of which is \$64.50, and the denominator of which is the Average Cerner Stock Price as determined on the Closing Date, subject in either case to adjustment pursuant to Section 4.7 of this Plan of Merger.

"Florida Law" shall have the meaning set forth in Section 1.1 of this Plan of Merger.

"Governmental Entity" means any federal, state or local governmental authority, any transgovernmental authority or any court, tribunal, administrative or regulatory agency or commission or other governmental authority, agency, instrumentality, or other public body, domestic or foreign.

"Law" means any federal, state, local, municipal, foreign, international, multinational, or other judicial or administrative order, judgment, decree, constitution, statute, rule, regulation, treaty, ordinance or principle of common law.

"Merger" shall have the meaning set forth in the Recitals.

AUDIT NO. H01000122027 5

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AUDIT NO. H01000122027 5

"Merger Agreement" shall have the meaning set forth in the Recitals.

"Merger Consideration" shall have the meaning set forth in Section 4.1 of this Plan of Merger.

"Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including any Governmental Entity.

"Plan of Merger" shall have the meaning set forth in the Preamble.

"Preferred Stock" means Series C Redeemable Convertible Preferred Stock, par value \$.01 per share, of DHT.

"Preferred Stock Merger Consideration" shall have the meaning set forth in Section 4.2 of this Plan of Merger.

"Stock Rights" shall have the meaning set forth in Section 4.6(i) of this Plan of Merger.

"Subsidiary" means, with respect to any Person, all those corporations, associations, or other entities of which such Person owns or controls 50% or more of the outstanding equity or voting securities either directly or through an unbroken chain of entities as to each of which 50% or more of the outstanding equity or voting securities is owned directly or indirectly by its parent. "Cerner Subsidiary" means a Subsidiary of Cerner.

"Surviving Corporation" shall have the meaning set forth in Section 1.1 of this Plan of Merger.

"Tax" or "Taxes" means any federal, state, county, local or foreign taxes, charges, levies, imposts, duties, other assessments or similar charges of any kind whatsoever, including any interest, penalties and addition imposed thereon or with respect thereto.