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 EXHIBIT 99.2  
  
  
 CARDIOGENESIS CORPORATION  
  
  
  
 AFFILIATE AGREEMENT  
  
 This AFFILIATE AGREEMENT ("AGREEMENT") is dated as of October 21, 1998,  
between Cardiogenesis Corporation, a Delaware corporation ("CARDIOGENESIS"),  
Eclipse Surgical Technologies, Inc., a California corporation ("ECLIPSE"), and  
the undersigned affiliate ("AFFILIATE") of Cardiogenesis.  
  
  
 RECITALS  
  
A. Eclipse, RW Acquisition Corporation, a wholly-owned subsidiary of Eclipse,  
and Cardiogenesis are concurrently herewith entering into an Agreement and Plan  
of Reorganization ("MERGER AGREEMENT") which provides for Eclipse and  
Cardiogenesis to enter into a business combination transaction to pursue their  
long term business strategies (the "MERGER") (capitalized terms used and not  
otherwise defined herein shall have the respective meanings ascribed to them in  
the Merger Agreement).  
  
B. Pursuant to the Merger, at the Effective Time all outstanding shares of  
Cardiogenesis Common Stock, including any shares owned by Affiliate, will be  
converted into the right to receive shares of Eclipse Common Stock as set forth  
in the Merger Agreement.  
  
C. Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Cardiogenesis, as the term "affiliate" is used for purposes of  
paragraphs (c) and (d) of Rule 145 of the Rules and Regulations of the  
Securities and Exchange Commission (the "SEC"), as amended, although nothing  
contained herein shall be construed as an admission by Affiliate that Affiliate  
is in fact an affiliate of Cardiogenesis.  
  
D. It will be a condition to effectiveness of the Merger pursuant to the  
Merger Agreement that the independent accounting firms that audit the annual  
financial statements of Cardiogenesis and Eclipse will have delivered their  
written opinion that the Merger will be accounted for as a pooling of interests  
under Accounting Principles Board Opinion No. 16.  
  
E. The execution and delivery of this Agreement by Affiliate is a material  
inducement to Eclipse to enter into the Merger Agreement.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands  
that the representations, warranties and covenants by Affiliate set forth herein  
will be relied upon by Eclipse, Cardiogenesis, and their respective affiliates,  
counsel and accounting firms, and that substantial  
  
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losses and damages may be incurred by these persons if Affiliate's  
representations, warranties or covenants are breached. Affiliate has carefully  
read this Agreement and the Merger Agreement and understands the terms hereof  
and thereof.  
  
 2. Covenants Related to Pooling of Interests. During the period beginning  
from the date hereof and ending on the second day after the day that Eclipse  
publicly announces financial results covering at least 30 days of combined  
operations of Eclipse and Cardiogenesis, Affiliate will not sell, exchange,  
transfer, pledge, distribute, make any gift or otherwise dispose of or grant any  
option, establish any "short" or put-equivalent position with respect to or  
enter into any similar transaction (through derivatives or otherwise) intended  
or having the effect, directly or indirectly, to reduce Affiliate's risk  
relative to any shares of Eclipse Common Stock or Cardiogenesis Common Stock.  
Eclipse may, at its discretion, place a stock transfer notice consistent with  
the foregoing with its transfer agent with respect to Affiliate's shares.  
Notwithstanding the foregoing, Affiliate will not be prohibited by the foregoing  
from selling or disposing of shares so long as such sale or disposition is in  
accordance with the "de minimis" test set forth in SEC Staff Accounting Bulletin  
No. 76.  
  
 3. Beneficial Ownership of Stock. Except as set forth on the last page of  
this Agreement, Affiliate does not beneficially own or hold voting power over  
any shares of Cardiogenesis Common Stock or any other equity securities of  
Cardiogenesis or any options, warrants or other rights to acquire any equity  
securities of Cardiogenesis.  
  
 4. Compliance with Rule 145 and the Act.  
  
 (a) Affiliate has been advised that (i) the resale of the shares of  
Eclipse Common Stock issued to Affiliate in connection with the Merger will be  
subject to the restrictions set forth in Rule 145 of the Securities Act of 1933,  
as amended (the "ACT"), unless otherwise transferred pursuant to an effective  
registration statement under the Act or an appropriate exemption from  
registration, (ii) Affiliate may be deemed to be an affiliate of Cardiogenesis,  
(iii) no sale, transfer or other disposition by Affiliate of any Eclipse Common  
Stock received by Affiliate will be registered under the Act OTHER THAN IN  
ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. Affiliate accordingly agrees not to  
sell, transfer or otherwise dispose of any Eclipse Common Stock issued to  
Affiliate in the Merger unless (i) such sale, transfer or other disposition is  
made in conformity with the requirements of Rule 145(d) promulgated under the  
Act, or (ii) Affiliate delivers to Eclipse a written opinion of counsel,  
reasonably acceptable to Eclipse in form and substance, that such sale, transfer  
or other disposition is otherwise exempt from registration under the Act.  
  
 (b) Eclipse will give stop transfer instructions to its transfer  
agent with respect to any Eclipse Common Stock received by Affiliate pursuant to  
the Merger and there will be placed on the certificates representing such  
Eclipse Common Stock, or any substitutions therefor, a legend stating in  
substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION TO  
 WHICH RULE 145 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,  
 APPLIES AND MAY ONLY BE TRANSFERRED IN CONFORMITY WITH RULE 145(d) UNDER  
 SUCH ACT  
  
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 OR IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE  
 TO THE ISSUER IN FORM AND SUBSTANCE THAT SUCH TRANSFER IS EXEMPT FROM  
 REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED."  
  
 The legend set forth above shall be removed (by delivery of a  
substitute certificate without such legend) and Eclipse shall so instruct its  
transfer agent, if Affiliate delivers to Eclipse (i) satisfactory written  
evidence that the shares have been sold in compliance with Rule 145 (in which  
case, the substitute certificate will be issued in the name of the transferee),  
or (ii) an opinion of counsel, in form and substance reasonably satisfactory to  
Eclipse, to the effect that public sale of the shares by the holder thereof is  
no longer subject to Rule 145.  
  
 (c) To the extent required by applicable securities laws, Eclipse  
agrees, for a period of two (2) years from the date of this Agreement, to file  
with the SEC in a timely manner all reports and other documents required of  
Eclipse under the Act and the Securities Exchange Act of 1934, as amended.  
  
 5. Miscellaneous.  
  
 (a) For the convenience of the parties hereto, this Agreement may be  
executed in counterparts, each of which shall be deemed an original, but all of  
which together shall constitute one and the same document.  
  
 (b) This Agreement shall be enforceable by, and shall inure to the  
benefit of and be binding upon, the parties hereto and their respective  
successors and assigns. As used herein, the term "successors and assigns" shall  
mean, where the context so permits, heirs, executors, administrators, trustees  
and successor trustees, and personal and other representatives.  
  
 (c) This Agreement shall be governed by and construed, interpreted  
and enforced in accordance with the internal laws of the State of Delaware.  
  
 (d) If a court of competent jurisdiction determines that any  
provision of this Agreement is not enforceable or enforceable only if limited in  
time and/or scope, this Agreement shall continue in full force and effect with  
such provision stricken or so limited. The parties to this Agreement agree to  
replace such void or unenforceable provision of this Agreement with a valid and  
enforceable provision that will achieve, to the extent possible, the economic,  
business and other purposes of such void and unenforceable provision.  
  
 (e) Counsel to and accountants for the parties to the Agreement shall  
be entitled to rely upon this Agreement as needed.  
  
 (f) This Agreement shall not be modified or amended, or any right  
hereunder waived or any obligation excused, except by a written agreement signed  
by both parties.  
  
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 (g) This Agreement shall automatically terminate and have no further  
force and effect upon such date and time as the Merger Agreement shall have been  
terminated pursuant to the terms thereof, but will survive the consummation of  
Merger if such consummation occurs.  
  
  
 [Remainder of page intentionally left blank]  
  
  
  
  
  
  
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 Executed as of the date shown on the first page of this Agreement.  
  
  
  
   
 CARDIOGENESIS CORPORATION  
  
  
 By:  
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 Name:  
 --------------------------------------  
 Title:  
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 AFFILIATE  
  
 By:  
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 Name of Affiliate:  
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 Name of Signatory (if different from name of  
 Affiliate):  
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 Title of Signatory  
 (if applicable):  
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 Number of shares of the Cardiogenesis Common Stock beneficially owned  
by Affiliate:  
  
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 Number of shares of the Cardiogenesis Common Stock subject to options  
beneficially owned by Affiliate:  
  
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 \*\*\*CARDIOGENESIS AFFILIATE AGREEMENT\*\*\*  
  
  
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