AFFILIATE AGREEMENT  
  
  
American Oncology Resources, Inc.  
00000 Xxxxxxxxxx Xxxxx, Xxxxx 0000  
Xxxxxxx, Xxxxx 00000  
Attention: Xxxxxxx X. Xxxxx  
  
Ladies and Gentlemen:  
  
 The undersigned has been advised that, as of the date hereof, the  
undersigned may be deemed to be an "affiliate" of Physician Reliance Network,  
Inc., a Texas corporation ("PRN"), as that term is defined for purposes of  
paragraphs (c) and (d) of Rule 145 of the Rules and Regulations (the "Rules and  
Regulations") of the Securities and Exchange Commission (the "SEC") under the  
Securities Act of 1933, as amended (the "Securities Act").  
  
 Pursuant to the terms and subject to the conditions of that certain  
Agreement and Plan of Merger by and among American Oncology Resources, Inc.,  
Diagnostics Acquisition, Inc., a Texas corporation and wholly owned subsidiary  
of American Oncology Resources, Inc. ("Sub"), and PRN dated as of December 11,  
1998 (the "Merger Agreement"), providing for, among other things, the merger of  
Sub with and into PRN (the "Merger"), the undersigned will be entitled to  
receive shares of Common Stock, par value $0.01 per share, of American Oncology  
Resources, Inc. ("American Oncology Resources, Inc. Common Stock" or "Parent  
Common Stock") in exchange for shares of Common Stock of PRN (collectively,  
"Company Stock") owned by the undersigned at the Effective Time (as defined in  
the Merger Agreement) of the Merger, as determined pursuant to the Merger  
Agreement.  
  
 Any capitalized term not defined herein shall have the meaning ascribed  
to such term in the Merger Agreement.  
  
 The undersigned has been advised by PRN and American Oncology  
Resources, Inc. that the Merger will be treated for financial accounting  
purposes as a "pooling of interests" in accordance with generally accepted  
accounting principles and that the staff of the SEC has issued certain  
guidelines that should be followed to ensure such "pooling of interests"  
treatment.  
  
 In consideration of the Merger Agreement, the agreement of American  
Oncology Resources, Inc. contained herein, American Oncology Resources, Inc.'s  
reliance on this letter in connection with the consummation of the Merger and  
for other good and valuable consideration, the receipt and sufficiency of which  
are hereby acknowledged, the undersigned hereby represents, warrants and agrees  
as follows:  
  
I. RESTRICTIONS ON TRANSFER RELATING TO POOLING OF INTERESTS  
  
 (a) The undersigned will not make any sale, transfer or other  
disposition of the Company Stock owned by it during the period commencing 30  
days before the Effective Time and ending at the earlier of the Effective Time  
and the termination of the Merger Agreement.  
  
 (b) The undersigned will not make any sale, transfer or other  
disposition of American Oncology Resources, Inc. Common Stock owned by it after  
the Effective Time until such time as financial statements that include at least  
30 days of combined operations of the Company and American Oncology Resources,  
Inc. after the Merger shall have been published within the meaning of Section  
201.01 of the SEC's Codification of Financial Reporting Policies, unless the  
undersigned shall have delivered to American Oncology Resources, Inc. prior to  
any such sale, transfer or other disposition, a written opinion from  
PricewaterhouseCoopers LLP, independent public accountants for American Oncology  
Resources, Inc., or a written no-action letter from the accounting staff of the  
SEC, in either case in form and substance reasonably satisfactory to American  
Oncology Resources, Inc., to the effect that such sale, transfer or other  
disposition will not cause the Merger not to be treated as a "pooling of  
  
  
interests" for financial accounting purposes in accordance with generally  
accepted accounting principles and the rules and regulations and interpretations  
thereof of the SEC and the undersigned will not make any sale, transfer or other  
disposition of any shares of American Oncology Resources, Inc. Common Stock  
received by it pursuant to the Merger in violation of the Securities Act or the  
rules and regulations thereunder.  
  
II. RESTRICTIONS ON TRANSFER RELATING TO RULE 145.  
  
 The undersigned has been advised that the issuance of the shares of  
American Oncology Resources, Inc. Common Stock in connection with the Merger  
will have been registered with the SEC under the Securities Act pursuant to a  
Registration Statement on Form S-4. However, the undersigned has also been  
advised, and it agrees, that since it may be deemed to be an affiliate of the  
Company at the time the Merger is submitted for a vote of the stockholders of  
the Company, the American Oncology Resources, Inc. Common Stock received by it  
pursuant to the Merger can be sold by the undersigned only (i) pursuant to an  
effective registration statement under the Securities Act, (ii) in conformity  
with the volume and other limitations of Rule 145 promulgated by the SEC under  
the Securities Act or (iii) in reliance upon an exemption from registration that  
is available under the Securities Act. The undersigned understands that American  
Oncology Resources, Inc. is under no obligation to register the transfer, sale  
or other disposition of the American Oncology Resources, Inc. Common Stock by  
the undersigned or on the undersigned's behalf under the Securities Act or to  
take any other action necessary in order to make compliance with an exemption  
from such registration available. The undersigned also understands and agrees  
that stop-transfer instructions will be given to American Oncology Resources,  
Inc.'s transfer agent with respect to the American Oncology Resources, Inc.  
Common Stock to be received by the undersigned pursuant to the Merger and that  
there will be placed on the certificates representing such shares of American  
Oncology Resources, Inc. Common Stock, or any substitutions therefor, a legend  
stating in substance as follows:  
  
 "These shares were issued in a transaction to which Rule 145  
promulgated under the Securities Act of 1933 applies. These shares may only be  
transferred in accordance with the terms of such Rule and an Affiliate Agreement  
between the original holder of such shares and American Oncology Resources,  
Inc., a copy of which agreement is on file at the principal offices of American  
Oncology Resources, Inc."  
  
 It is understood and agreed that the legend set forth above shall be  
removed, upon surrender of certificates bearing such legend, if the undersigned  
shall have delivered to American Oncology Resources, Inc. an opinion of counsel,  
the reasonable cost of which would be borne by American Oncology Resources,  
Inc., in form and substance reasonably satisfactory to American Oncology  
Resources, Inc., to the effect that the sale or disposition of the shares  
represented by the surrendered certificates may be effected without registration  
of the offering, sale and delivery of such shares under the Securities Act. In  
the event the undersigned attempts to transfer the shares of American Oncology  
Resources, Inc. Common Stock, the undersigned will deliver to American Oncology  
Resources, Inc. written notice of a proposed transfer in the form attached as  
Exhibit A.  
  
 American Oncology Resources, Inc. agrees to file with the SEC on a  
timely basis after the Effective Time all reports and data required to be filed  
by it under Section\_13 of the Securities Exchange Act of 1934, as amended.  
Parent shall also furnish to the undersigned from time to time a written  
statement as to its compliance with the reporting requirements of Rule 144 under  
the Securities Act of 1933, as amended and shall otherwise use all reasonable  
efforts to permit such sales under Rule\_145.  
  
 It is understood and agreed that this Affiliate's Agreement shall  
terminate and be of no further force and effect and the legend set forth above  
shall be removed by delivery of substitute certificates  
  
  
without such legend, and the related stop transfer restrictions shall be lifted  
forthwith if (i) the undersigned's shares of Parent Common Stock shall have been  
registered under the Securities Act of 1933, as amended, for sale, transfer or  
other disposition by the undersigned or on the undersigned's behalf, or (ii) the  
undersigned is not at the time an affiliate of Parent and has held the shares of  
Parent Common Stock issued in the Merger for at least one year (or such other  
period as may be prescribed by the Securities Act of 1933, as amended, and the  
rules and regulations promulgated thereunder) and Parent has filed with the SEC  
all of the reports it is required to file under the Securities Exchange Act of  
1934, as amended, during the preceding twelve months or (iii) the undersigned is  
not at the time an affiliate of Parent and has not been an affiliate of Parent  
for at least three months and has held the shares of Parent Common Stock issued  
in the merger for at least two years (or such other period as may be prescribed  
by the Securities Act of 1933, as amended, and the rules and regulations  
promulgated thereunder) or (iv) Parent shall have received a letter from the  
SEC, or an opinion of counsel reasonably acceptable to Parent, to the effect  
that the stop transfer restrictions and the legend are not required.  
  
III. AGREEMENTS IN RESPECT OF VOTING.  
  
 The undersigned hereby further agrees that, during the term that this  
Agreement is in effect, at any meeting of the stockholders of PRN, however  
called, or in connection with any written consent of the stockholders of PRN,  
the undersigned shall vote (or cause to be voted), to the extent brought to a  
vote of shareholders, all voting shares of capital stock of PRN held of record  
or beneficially by the undersigned in favor of the Merger and the adoption of  
the Merger Agreement.  
  
 The undersigned further agrees that it will not enter into any  
agreement or understanding with any person or entity prior to the termination of  
this Agreement that is contrary to the foregoing provisions.  
  
IV. FURTHER REPRESENTATIONS AND AGREEMENTS  
  
The undersigned further agrees that the undersigned shall not, directly or  
indirectly:  
  
 (a) except pursuant to the terms of the Merger Agreement, offer for  
sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of,  
or enter into any contract, option or other arrangement or understanding with  
respect to or consent to the offer for sale, sale, transfer, tender, pledge,  
encumbrance, assignment or other disposition of, any or all of the shares or any  
other equity securities of PRN now or hereafter owned by the undersigned (the  
"Shares") or any interest therein;  
  
 (b) except as contemplated by this Agreement, grant any proxies or  
powers of attorney, deposit any Shares into any voting trust or enter into any  
voting agreement with respect to any Shares;  
  
 (c) take any action that would make any representation or warranty  
contained herein untrue or incorrect or have the effect of preventing or  
disabling the undersigned from performing my obligations under this Agreement.  
  
V. MISCELLANEOUS  
  
 This Agreement shall terminate if the Merger Agreement is terminated in  
accordance with its terms other than as a result of the effectiveness of the  
Merger. Such termination shall not affect the rights of Parent for any breach of  
any covenants, agreements, representations or warranties herein by the  
undersigned during the term hereof.  
  
 This Agreement (i) constitutes the entire agreement between the parties  
with respect to the subject matter hereof and thereof and supersedes all other  
prior agreements and understandings, both written and   
  
  
oral, between the parties with respect to the subject matter hereof and (ii)  
shall not be assigned by operation of law or otherwise without the prior written  
consent of the other party.  
  
 This Agreement shall be governed by and construed in accordance with  
the laws of the State of Delaware, regardless of the laws that might otherwise  
govern under applicable principles of conflicts of laws thereof.  
  
 Each of the parties hereto recognizes and acknowledges that a breach by  
it of any covenants or agreements contained in this Agreement will cause the  
other party to sustain damages for which there would be no adequate remedy at  
law for money damages, and therefore each of the parties hereto agrees that in  
the event of any such breach the aggrieved party shall be entitled to the remedy  
of specific performance of such covenants and agreements and injunctive and  
other equitable relief, in addition to any other remedy to which such party may  
be entitled, at law or in equity.  
  
 Whenever possible, each provision or portion of any provision of this  
Agreement will be interpreted in such manner as to be effective and valid under  
applicable law, but if any provision or portion of any provision of this  
Agreement is held to be invalid, illegal or unenforceable, such invalidity,  
illegality or unenforceability will not affect any other provision or portion of  
any provision, and this Agreement will be reformed, construed and enforced in  
such jurisdiction as if such invalid, illegal or unenforceable provision or  
portion of any provision had never been contained herein.  
  
 Execution of this Agreement by the undersigned shall not be deemed to  
be an admission by the undersigned that it is an "affiliate" of PRN, nor a  
waiver of any rights the undersigned may have to object to any claim that the  
undersigned is an affiliate on or after the date hereof.  
  
 If you are in agreement with the foregoing, please so indicate by  
signing below and returning a copy of this letter to the undersigned, at which  
time this letter shall become a binding agreement between us.  
  
 This agreement may be executed in one or more counterparts, each of  
which shall be deemed an original, but all of which together shall constitute  
one and the same instrument.  
  
 Very truly yours,  
  
 KEYSTONE, INC.  
  
 By:  
 X. Xxxxxx Xxxxxxxx, Chief Operating Officer  
  
 Address: 000 Xxxx Xxxxxx, Xxxxx 0000  
 Xxxx Xxxxx, Xxxxx 00000  
  
 Date: January 5, 1999  
  
  
Accepted this \_\_\_\_ day of January, 1999  
  
AMERICAN ONCOLOGY RESOURCES, INC.  
  
By:  
Name:  
Title:  
  
  
 EXHIBIT A  
  
  
American Oncology Resources, Inc.  
00000 Xxxxxxxxxx Xxxxx, Xxxxx 0000  
Xxxxxxx, Xxxxx 00000  
Attention: Xxxxxxx X. Xxxxx  
  
  
Ladies and Gentlemen:  
  
 The undersigned proposes to sell \_\_\_\_\_\_\_\_\_\_\_\_\_ shares of the common  
stock of American Oncology Resources, Inc. that the undersigned received in  
connection with the transactions contemplated by the Agreement and Plan of  
Merger dated December 11, 1998, by and among American Oncology Resources, Inc.,  
Diagnostic Acquisitions, Inc. and Physician Reliance Network, Inc. The  
undersigned proposes to effect such sale through its broker, and, if applicable,  
warrants that such sale will be made in accordance with the requirements  
relating to sales by "affiliates" promulgated under Rule 145 of the Securities  
Act of 1933, as amended.  
  
 Very truly yours,