EXHIBIT 4  
   
 AFFILIATE AGREEMENT  
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Physician Sales & Service, Inc.  
0000 Xxxxxxxxxx Xxxxxxxxx  
Xxxxxxxxxxxx, Xxxxxxx 00000  
  
Attention: Xxxxxxx X. Xxxxx  
 Xxxxx X. Xxxxx  
  
Gentlemen:  
  
 The undersigned is a shareholder of Gulf South Medical Supply, Inc.  
("GSMS"), a corporation organized and existing under the laws of the State of  
Delaware, and will become a shareholder of Physician Sales & Service, Inc.  
("PSS"), a corporation organized and existing under the laws of the State of  
Florida, pursuant to the transactions described in the Agreement and Plan of  
Merger, dated as of December 14, 1997 (the "Agreement"), by and among PSS, PSS  
Merger Corp. ("Merger Corp.") and GSMS. Under the terms of the Agreement,  
Merger Corp. will be merged into and with GSMS (the "Merger"), and the shares of  
the $.01 par value common stock of GSMS ("GSMS Common Stock") will be converted  
into and exchanged for shares of the $.01 par value common stock of PSS ("PSS  
Common Stock"). This Affiliate Agreement represents an agreement between the  
undersigned and PSS regarding certain rights and obligations of the undersigned  
in connection with the shares of PSS to be received by the undersigned as a  
result of the Merger.  
  
 In consideration of the Merger and the mutual covenants contained herein,  
the undersigned and PSS hereby agree as follows:  
  
 1. Affiliate Status. The undersigned understands and agrees that as to  
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GSMS he is an "affiliate" under Rule 145(c) as defined in Rule 405 of the Rules  
and Regulations of the Securities and Exchange Commission ("SEC") under the  
Securities Act of 1933, as amended ("1933 Act"), and the undersigned anticipates  
that he will be such an "affiliate" at the time of the Merger.  
  
 2. Initial Restriction on Disposition. The undersigned agrees that he  
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will not sell, transfer, or otherwise dispose of his interests in, or reduce his  
risk relative to, any of the shares of PSS Common Stock into which his shares of  
GSMS Common Stock are converted upon consummation of the Merger until such time  
as PSS notifies the undersigned that the requirements of SEC Accounting Series  
Release Nos. 130 and 135 ("ASR 130 and 135") have been met. The undersigned  
understands that ASR 130 and 135 relate to publication of financial results of  
post-Merger combined operations of PSS and GSMS. PSS agrees that it will publish  
such results as promptly as practicable following the Merger in the sole  
discretion of PSS, but in any event within 45 days after the end of the first  
fiscal quarter of PSS containing the required period of post-Merger combined  
operations and that it will notify the undersigned promptly following such  
publication.  
  
 3. Covenants and Warranties of Undersigned. The undersigned represents,  
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warrants and agrees that:  
  
 (a) The PSS Common Stock received by the undersigned as a result of the  
 Merger will be taken for his own account and not for others, directly or  
 indirectly, in whole or in part.  
  
 (b) PSS has informed the undersigned that any distribution by the  
 undersigned of PSS Common Stock has not been registered under the 1933 Act  
 and that shares of PSS Common Stock received pursuant to the Merger can only  
 be sold by the undersigned (1) following registration under the 1933 Act, or  
 (2) in conformity with the volume and other requirements of Rule 145(d)  
 promulgated by the SEC as the same now exist or may hereafter be amended, or  
 (3) to the extent some other exemption from registration under the 1933 Act  
 might be available. The undersigned understands that PSS is under no  
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 obligation to file a registration statement with the SEC covering the  
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 disposition of the undersigned's shares of PSS Common  
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 Stock or to take any other action necessary to make compliance with an  
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 exemption from such registration available.  
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 (c) During the 30 days immediately preceding the Effective Time of the  
 Merger, the undersigned has not sold, transfered, or otherwise disposed of  
 his interests in, or reduced his risk relative to, any of the shares of GSMS  
 Common Stock beneficially owned by the undersigned as of the record date for  
 determination of shareholders entitled to vote at the Shareholders' Meeting  
 of GSMS held to approve the Merger.  
  
 (d) The undersigned is aware that PSS intends to treat the Merger as a tax-  
 free reorganization under Section 368 of the Internal Revenue Code ("Code")  
 for federal income tax purposes. The undersigned agrees to treat the  
 transaction in the same manner as PSS for federal income tax purposes. The  
 undersigned acknowledges that Section 1.368-1(b) of the Income Tax  
 Regulations requires "continuity of interest" in order for the Merger to be  
 treated as tax-free under Section 368 of the Code. This requirement is  
 satisfied if, taking into account those GSMS shareholders who receive cash in  
 exchange for their stock, who receive cash in lieu of fractional shares, or  
 who dissent from the Merger, there is no plan or intention on the part of the  
 GSMS shareholders to sell or otherwise dispose of the PSS Common Stock to be  
 received in the Merger that will reduce such shareholders' ownership to a  
 number of shares having, in the aggregate, a value at the time of the Merger  
 of less than 50% of the total fair market value of the GSMS Common Stock  
 outstanding immediately prior to the Merger. The undersigned has no  
 prearrangement, plan or intention to sell or otherwise dispose of an amount  
 of his PSS Common Stock to be received in the Merger which would cause the  
 foregoing requirement not to be satisfied.  
  
 4. Restrictions on Transfer. The undersigned understands and agrees that  
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stop transfer instructions with respect to the shares of PSS Common Stock  
received by the undersigned pursuant to the Merger will be given to PSS's  
transfer agent and that there will be placed on the certificates for such  
shares, or shares issued in substitution thereof, a legend stating in substance:  
  
 "The shares represented by this certificate were issued pursuant to a  
 business combination which is accounted for as a "pooling of interests" and  
 may not be sold, nor may the owner thereof reduce his risks relative thereto  
 in any way, until such time as PSS, Inc. ("PSS") has published the financial  
 results covering at least 30 days of combined operations after the effective  
 date of the merger through which the business combination was effected. In  
 addition, the shares represented by this certificate may not be sold,  
 transferred or otherwise disposed of except or unless (1) covered by an  
 effective registration statement under the Securities Act of 1933, as  
 amended, (2) in accordance with (i) Rule 145(d) (in the case of shares issued  
 to an individual who is not an affiliate of PSS) or (ii) Rule 144 (in the  
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 case of shares issued to an individual who is an affiliate of PSS) of the  
 Rules and Regulations of such Act, or (3) in accordance with a legal opinion  
 satisfactory to counsel for PSS that such sale or transfer is otherwise  
 exempt from the registration requirements of such Act."  
  
Such legend will also be placed on any certificate representing PSS securities  
issued subsequent to the original issuance of the PSS Common Stock pursuant to  
the Merger as a result of any transfer of such shares or any stock dividend,  
stock split, or other recapitalization as long as the PSS Common Stock issued to  
the undersigned pursuant to the Merger has not been transferred in such manner  
to justify the removal of the legend therefrom. Upon the request of the  
undersigned, PSS shall cause the certificates representing the shares of PSS  
Common Stock issued to the undersigned in connection with the Merger to be  
reissued free of any legend relating to restrictions on transfer by virtue of  
ASR 130 and 135 as soon as practicable after the requirements of ASR 130 and 135  
have been met. In addition, if the provisions of Rules 144 and 145 are amended  
to eliminate restrictions applicable to the PSS Common Stock received by the  
undersigned pursuant to the Merger, or at the expiration of the restrictive  
period set forth in Rule 145(d), PSS, upon the request of the undersigned, will  
cause the certificates representing the shares of PSS Common Stock issued to the  
undersigned in connection with the Merger to be reissued free of any legend  
relating to the restrictions set forth in Rules 144 and 145(d) upon receipt by  
PSS of an opinion of its counsel to the effect that such legend may be removed.  
  
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 5. Understanding of Restrictions on Dispositions. The undersigned has  
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carefully read the Agreement and this Affiliate Agreement and discussed their  
requirements and impact upon his ability to sell, transfer, or otherwise dispose  
of the shares of PSS Common Stock received by the undersigned, to the extent he  
believes necessary, with his counsel or counsel for GSMS.  
  
 6. Filing of Reports by PSS. PSS agrees, for a period of three years  
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after the effective date of the Merger, to file on a timely basis all reports  
required to be filed by it pursuant to Section 13 of the Securities Exchange Act  
of 1934, as amended, so that the public information provisions of Rule 145(d)  
promulgated by the SEC as the same are presently in effect will be available to  
the undersigned in the event the undersigned desires to transfer any shares of  
PSS Common Stock issued to the undersigned pursuant to the Merger.  
  
 7. Transfer Under Rule 145(d). If the undersigned desires to sell or  
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otherwise transfer the shares of PSS Common Stock received by him in connection  
with the Merger at any time during the restrictive period set forth in Rule  
145(d), the undersigned will provide the necessary representation letter to the  
transfer agent for PSS Common Stock together with such additional information as  
the transfer agent may reasonably request. If PSS's counsel concludes that such  
proposed sale or transfer complies with the requirements of Rule 145(d), PSS  
shall cause such counsel to provide such opinions as may be necessary to PSS's  
Transfer Agent so that the undersigned may complete the proposed sale or  
transfer.  
  
 8. Acknowledgments. The undersigned recognizes and agrees that the  
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foregoing provisions also apply to all shares of the capital stock of GSMS and  
PSS that are deemed to be beneficially owned by the undersigned pursuant to  
applicable federal securities laws, which the undersigned agrees may include,  
without limitation, shares owned or held in the name of (i) the undersigned's  
spouse, (ii) any relative of the undersigned or of the undersigned's spouse who  
has the same home as the undersigned, (iii) any trust or estate in which the  
undersigned, the undersigned's spouse, and any such relative collectively own at  
least a 10% beneficial interest or of which any of the foregoing serves as  
trustee, executor, or in any similar capacity, and (iv) any corporation or other  
organization in which the undersigned, the undersigned's spouse and any such  
relative collectively own at least 10% of any class of equity securities or of  
the equity interest. The undersigned further recognizes that, in the event that  
the undersigned is a director or officer of PSS or becomes a director or officer  
of PSS upon consummation of the Merger, among other things, any sale of PSS  
Common Stock by the undersigned within a period of less than six months  
following the effective time of the Merger may subject the undersigned to  
liability pursuant to Section 16(b) of the Securities Exchange Act of 1934, as  
amended.  
  
 9. Miscellaneous. This Affiliate Agreement is the complete agreement  
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between PSS and the undersigned concerning the subject matter hereof. Any  
notice required to be sent to any party hereunder shall be sent by registered or  
certified mail, return receipt requested, using the addresses set forth herein  
or such other address as shall be furnished in writing by the parties. This  
Affiliate Agreement shall be governed by the laws of the State of Delaware.  
  
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 This Affiliate Agreement is executed as of the 14th day of December, 1997.  
  
 Very truly yours,  
  
 /s/ Xxxxxxx X. XxXxxxx   
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 Signature  
  
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 Address  
  
 [add below the signatures of all registered   
 owners of shares deemed beneficially owned  
 by the affiliate]  
  
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AGREED TO AND ACCEPTED as of  
December 14, 1997  
  
PHYSICIAN SALES & SERVICE, INC.  
  
 /s/ Xxxxx X. Xxxxx  
BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
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 Very truly yours,  
  
 /s/ Xxxxxx Xxxxxxx   
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BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
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 /s/ Xxxxx X.X. Xxxxxxxxxx  
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