EXHIBIT A  
  
 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  
  
 The undersigned may, after the Effective Time of the Merger Agreement,  
distribute to its shareholders shares of Parent Common Stock held by the  
undersigned so long as (if such distribution occurs before the date of  
publication of the combined financial results report referred to in Section  
I(b)) no later than the time of such distribution each such shareholder shall  
have executed and delivered to Parent a letter agreement in the form of this  
Agreement.  
  
 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, TEXAS ONCOLOGY,  
 P.A.  
  
  
  
 By: /s/ Xxxxxxx X. Xxxxx, III  
 Name: Xxxxxxx X. Xxxxx, III  
 Title: Chairman of the Board  
  
  
  
Accepted this 13th day of December, 1998  
  
American Oncology Resources, Inc.  
  
  
  
By: /s/ R. Xxxx Xxxx  
Name: R. Xxxx Xxxx  
Title: Chief Executive Officer and  
 Chairman of the Board  
  
  
  
  
  
 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,  
  
  
  
 EXECUTION COPY  
  
  
 AMENDMENT TO AFFILIATE AGREEMENT  
  
  
 This Amendment, dated as of February 12, 1999, is entered into by and  
between TEXAS ONCOLOGY, P.A., a Texas professional association ("TOPA"), and  
AMERICAN ONCOLOGY RESOURCES, INC., a Delaware corporation ("AOR").  
  
 Recitals  
  
 A. In connection with the Agreement and Plan of Merger, dated as of  
December 11, 1998 (the "Merger Agreement"), by and among AOR, Diagnostics  
Acquisition, Inc., a Texas corporation and wholly-owned subsidiary of AOR, and  
Physician Reliance Network, Inc., a Texas corporation, TOPA and AOR entered into  
the Affiliate Agreement, dated as of December 13, 1998 (the "Affiliate  
Agreement"). Terms used but not defined herein are used herein as defined in the  
Affiliate Agreement.  
  
 X. XXXX and AOR have agreed to amend the Affiliate Agreement as  
hereinafter set forth.  
  
 SECTION 1. Amendments to Affiliate Agreement. The Affiliate Agreement  
is, effective as of December 13, 1998, hereby  
amended as follows:  
  
 (a) The first paragraph of Section V (Miscellaneous) of the  
Affiliate Agreement is hereby amended in its entirety to read as follows:  
  
 "Notwithstanding any provision herein to the contrary, the  
 undersigned may distribute, grant, sell or transfer to its shareholders  
 up to 1,600,000 shares of Company Stock or, after the Effective Time,  
 up to 1,504,000 of Parent Common Stock, in either case pursuant to  
 stock options issued by, or other contractual commitments of, TOPA and  
 outstanding as of December 11, 1998; provided that (i) in no event  
 shall (A) the number of shares of Company Stock distributed, granted,  
 sold or transferred pursuant to this paragraph plus (B) the number of  
 shares of Parent Common Stock distributed, granted, sold or transferred  
 pursuant to this paragraph divided by 0.94 exceed 1,600,000; (ii) if  
 such shares are issued prior to the Effective Time, no later than the  
 time of such distribution, grant, sale or transfer each such  
 shareholder shall have executed and delivered to Parent a voting  
 agreement in the form attached hereto as Exhibit B; and (iii) if such  
 shares are distributed, granted, sold or transferred after the  
 Effective Time and if such distribution occurs before the date of  
 publication of the combined financial results report referred to in  
 Section I(b), no later than the time of such distribution each such  
 shareholder shall have executed and delivered to Parent a letter  
 agreement in the form of this Agreement."  
  
 (b) The voting agreement referenced in paragraph (a) of this  
Section 1 and attached hereto as Exhibit B shall be attached to, and be  
incorporated by reference in, the Affiliate Agreement as Exhibit B thereto.  
  
 SECTION 2. Reference to and Effect on the Affiliate Agreement. On and  
after the date hereof, each reference in the Affiliate Agreement to "this  
Agreement," "hereunder," "hereof," "herein" or words of like import, and each  
reference in other agreements related to the Affiliate Agreement, shall mean and  
be a reference to the Affiliate Agreement as amended hereby. Except as hereby  
expressly amended, the Affiliate Agreement shall remain in full force and  
effect, and is hereby ratified and confirmed in all respects on and as of the  
date hereof.  
  
 SECTION 3. Execution in Counterparts. This Amendment may be executed in  
any number of counterparts and by different parties hereto in separate  
counterparts, each of which when so executed and delivered shall be deemed to be  
an original and all of which taken together shall constitute one and the same  
instrument.  
  
 SECTION 4. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.  
  
 IN WITNESS WHEREOF, the parties have caused this Amendment to be  
executed by their duly authorized representatives.  
  
  
  
 TEXAS ONCOLOGY, P.A.  
  
  
  
 By: /s/ Xxxx X. Xxxxx, M.D.  
 Title: President  
  
  
  
 AMERICAN ONCOLOGY RESOURCES, INC.  
  
  
  
 By: /s/ L. Xxxx Pounds  
 Title: Chief Financial Officer  
  
  
  
 EXHIBIT B  
  
 VOTING AGREEMENT  
  
 [DATE]  
  
  
  
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 Texas Oncology, P.A., a Texas  
professional association ("TOPA"), has entered into the Affiliate Agreement,  
dated as of December 13, 1998, as amended by the Amendment to Affiliate  
Agreement, dated as of February 10, 1999 (as so amended, the "Affiliate  
Agreement"), with American Oncology Resources, Inc., a Delaware corporation  
("AOR"), in connection with the Agreement and Plan of Merger, dated as of  
December 11, 1998 (the "Merger Agreement"), by and among AOR, Diagnostics  
Acquisition, Inc., a Texas corporation and wholly-owned subsidiary of AOR, and  
Physician Reliance Network, Inc., a Texas corporation ("PRN"). Any capitalized  
term not defined herein shall have the meaning ascribed to such term in the  
Merger Agreement.  
  
 On the date hereof, the undersigned is receiving from TOPA \_\_\_ shares  
(the "New PRN Shares") of Common Stock of PRN ("Company Stock"). Pursuant to the  
Merger Agreement, the undersigned will receive shares of Common Stock, par value  
$0.01 per share, of AOR ("Parent Common Stock") in exchange for all of the  
shares of Company Stock (including the New PRN Shares) owned by the undersigned  
at the Effective Time (as defined in the Merger Agreement) of the Merger, as  
determined pursuant to the Merger Agreement.  
  
 In consideration of the agreement of AOR contained herein, AOR'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. 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 New PRN Shares 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.  
  
  
II. 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 New PRN Shares now  
 or hereafter owned by the undersigned or any interest therein;  
  
 (b) except as contemplated by this  
 Agreement, grant any proxies or powers of attorney, deposit  
 any New PRN Shares into any voting trust or enter into any  
 voting agreement with respect to any New PRN Shares; or  
  
 (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.  
  
  
III. 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 AOR 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,  
  
  
  
 ---------------------------  
 [Name of TOPA Shareholder]  
  
 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
  
Accepted this \_\_\_\_\_ day of \_\_\_\_\_\_, 1999  
  
American Oncology Resources, Inc.  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_