

**Form of Global Release
Subject to Court Approval**

GLOBAL RELEASE

THIS RELEASE, dated ____, 2014, given, made and delivered by the Persons which have executed a counterpart hereof (collectively, the “Parties”) including the Participating Sponsors, the Service Providers, the Storage Facilities and the Trustee,

WITNESSETH:

THAT, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree and do as follows:

Article 1. BACKGROUND.

1.1. The Parties refer to the background recited in the Approval Motion.

1.2. Paragraph 10 of the Approval Order requires the Parties to execute and deliver this Release.

Article 2. DEFINITIONS AND ADDITIONAL PROVISIONS.

2.1. As used herein, the following words and phrases shall have the meanings herein specified (to be equally applicable to both the singular and plural forms thereof) unless the context requires otherwise:

(a) “Approval Motion” means the Motion of Marc P. Barmat, Trustee, and Certain Pharmaceutical Sponsors that were Customers of the Debtors Seeking (1) Approval of a Global Protocol for the Coordinated Retrieval, Review and Return of Certain Sponsor Records, the Retention of Certain Service Providers in Connection Therewith and a Release and Exculpation of the Trustee, the Participating Sponsors and Other Parties and (2) Related Relief, filed in the Cases on May 16, 2014.

(b) “Approval Order” means the Court’s Order granting the Approval Motion entered in the Cases on ____, 2014, including all exhibits thereto.

(c) “Bankruptcy Estates” means the estates in bankruptcy of the CCD Debtors.

(d) “Cases” means In re Comprehensive Clinical Development, Inc. et al., Debtors, Chapter 7, Nos. 13-17273-JKO and 13-17282-JKO, pending in the Court.

(e) “CCD Debtors” means Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc.

(f) “CCD Entities” means the CCD Debtors and their present, former and future parents, subsidiaries, other affiliates, divisions, predecessors, shareholders, partners, owners, officers, directors, agents, representatives, employees, servants, attorneys, legal representatives, subrogees and Successors. Notwithstanding the foregoing, the Trustee is not a CCD Entity.

**Form of Global Release
Subject to Court Approval**

(g) “Claims,” with an initial capital letter, means any and all expenses, claims, liabilities, obligations, demands, actions or causes of action of whatever kind or nature (whether known or unknown, liquidated or unliquidated, direct or indirect, fixed or contingent, asserted or unasserted, disclosed or undisclosed, matured or unmatured, existing or hereafter arising, in law, equity and otherwise, and notwithstanding the manner in which the same shall have arisen) based on facts arising or occurring at any time through and including the Effective Date that relate, directly or indirectly, to the CCD Entities, the Cases or the Materials (including the Sponsor Materials, the Common Materials, the CCD Materials and the Orphan Materials) or to the release, transportation, review, disposition, storage and destruction of any thereof. When “claim” appears without an initial capital letter, it has the meaning provided in the Code.

(h) “Code” means the U.S. Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

(i) “Court” means the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division.

(j) “Effective Date” means ____, 2014.

(k) “Service Providers” means Team Support Services, LLC d/b/a Abraxas Worldwide (in the capacities of both IM Consultant and AIM Consultant under the Retrieval Protocol), CBIZ MHM, LLC (in the capacity of Administrator under the Retrieval Protocol) and Pacific Pharma Group, LLC.

(l) “Sponsor-Related Persons” means the following Persons with respect to each Participating Sponsor and each member of the Sponsor Committee: its respective present, former and future parents, subsidiaries, other affiliates (but only such affiliates whose Materials were on the Petition Date in the possession, custody or control of a CCD Debtor or a storage facility in privity with a CCD Debtor), divisions, predecessors, shareholders, partners, owners, officers, directors, agents, other representatives, employees, servants, attorneys, legal representatives, subrogees and Successors (all, except affiliates, solely in their capacities as such).

(m) “Storage Facilities” means Access Information Management and Iron Mountain Information Management, LLC.

(n) “Trustee” means Marc P. Barmat as Chapter 7 trustee in the Cases.

(o) “Common Materials,” “Global Protocol,” “Materials,” “Petition Date,” “Retrieval Protocol,” “Sponsors,” and “Sponsor Committee” have the meanings given to them or incorporated in the Approval Order or, if not defined therein, in the Approval Motion. “AIM Consultant,” “CCD Materials,” “IM Consultant,” “Orphan Materials,” “Participating Sponsors” and “Sponsor Materials” have the meanings given to them in the Retrieval Protocol.

2.2. The Additional Definitions and Principles of Construction annexed hereto as Exhibit A and the Additional Terms and Conditions annexed hereto as Exhibit B are

**Form of Global Release
Subject to Court Approval**

incorporated herein in their entirety. All other terms used but not defined herein shall have the meanings assigned to them in the Code.

Article 3. AGREEMENT TO BE BOUND.

3.1. Each Party agrees to be bound by the Approval Order and the Global Protocol in their entirety without regard to the presence or absence of any other writing or the execution thereof by such Party, the position, if any, taken by it in the Court with regard to the Motion or any reservation of rights filed in connection therewith.

Article 4. RELEASES AND RELATED WAIVERS.

4.1. Except as otherwise provided herein, each Participating Sponsor, acting for itself and its Sponsor-Related Persons, releases the Trustee and the Trustee's attorneys, agents and representatives, each member of the Sponsor Committee in its capacity as such and its Sponsor-Related Persons, each other Participating Sponsor and its Sponsor-Related Persons, and each of the Service Providers and the Service Facilities and its attorneys, agents and representatives from all Claims.

4.2. Except as otherwise provided herein, the Trustee acting on behalf of himself as such and the CCD Entities, the Bankruptcy Estates and his attorneys, agents and other representatives, releases each member of the Sponsor Committee in its capacity as such and its Sponsor-Related Persons, each Participating Sponsor and its Sponsor-Related Persons, each of the Service Providers and the Storage Facilities and its attorneys, agents and representatives from all Claims.

4.3. Except as otherwise provided herein, each of the Service Providers and the Storage Facilities, acting for itself and its Successors, releases the Trustee and his attorneys, agents and other representatives, each member of the Sponsor Committee in its capacity as such and its Sponsor-Related Persons, each Participating Sponsor and its Sponsor-Related Persons, and each of the other Service Providers and the Storage Facilities and its attorneys, agents and representatives from all Claims.

4.4. Each Person granting a release under this Article, acting for itself and each other Person for which it is acting herein including its Successors, waives and relinquishes any and all rights it may have under any federal, state or local statute, rule, regulation or principle of common law or equity which may in any way limit the effect of this Release with respect to Claims which such Persons did not know or suspect to exist at the time this Release was executed by it or on its behalf or with respect to Claims that are undisclosed, unmatured or contingent.

4.5. The absence of the manifestation of harm or damage on the Effective Date shall not limit the effect of this Release if the facts upon which liability for a Claim (other than harm or damage) are based have arisen or occurred as of the Effective Date.

Article 5. EXCEPTIONS AND LIMITATIONS UPON ALL RELEASES.

5.1. Nothing contained in this Release shall be construed to release any Person, and no Person shall be released by this Release, from--

**Form of Global Release
Subject to Court Approval**

(a) any obligation arising under or pursuant to, or liability for compensatory damages for the material breach of, the Global Protocol or any order of the Court entered in the Cases; or

(b) any Claim (whether against itself or another Person for which it is vicariously liable as a matter of law or contract) for gross negligence, recklessness, willful misconduct or illegal conduct that is criminal, fraudulent or found by the Bankruptcy Court to be otherwise illegal.

5.2. Nothing contained in this Release shall affect in any respect any claims asserted in a proof of claim duly filed by a Party in the Cases or the administrative expense claims of the members of the Sponsor Committee and the Participating Sponsors allowed by the Approval Order or otherwise allowed by the Court.

5.3. Nothing contained in this Release shall release any natural Person who serves or has served as an officer, director, manager or member of a CCD Debtor regardless of his or her service in any other capacity.

5.4. In the event an insurer in connection with a claim or action asserted or filed on behalf of the Bankruptcy Estates (by the Trustee or otherwise) against director(s), officer(s) and/or managers of a CCD Debtor or such insurer (each, a "D&O Action") seeks to cancel, disclaim or deny coverage under any directors and officers insurance policy held by a CCD Debtor or the Trustee (each, a "D&O Policy") on account of any of the releases set forth in this Release, the releases set forth in this Release shall be deemed null and void solely to the extent necessary to permit the fullest possible coverage under such D&O Policy in connection with any such D&O Action.

IN WITNESS WHEREOF, the Parties have duly executed this Release on or as of the date first above written.

**Form of Global Release
Subject to Court Approval**

[insert signature blocks]

**Form of Global Release
Subject to Court Approval**

EXHIBIT A

ADDITIONAL DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

The meanings of terms specified below (to be equally applicable to both the singular and plural forms of the terms defined) and the principles of construction set forth below shall apply to this Release unless the context requires otherwise:

1. “Governmental Entity” means any supranational, national, state, municipal, local or foreign government; any state, commonwealth, province, district or territory thereof; any subdivision, court, department, commission, agency, authority or other instrumentality thereof; any central bank; any intergovernmental organization; and any other individual or group of individuals, entity or body (whether public, quasi-governmental or private) exercising any executive, legislative, judicial, arbitral, law enforcement, taxing, regulatory or administrative governmental or quasi-governmental function, including a self-regulatory organization and any entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

2. “Person” includes individual, corporation, partnership (general or limited), joint venture, association, limited liability or joint stock company, bank, trust company, trust (whether a land trust, a business trust or otherwise), estate, unincorporated organization, Governmental Entity, and every other kind of legal, juridical, commercial and political person, entity, organization, department, bureau or agency whatsoever. Unless the context otherwise requires, every reference herein to a Person by name, title, description or category shall be construed to include such Person’s Successors solely in their capacity as such.

3. “Successors” means a Person’s heirs, executors, administrators, other successors and assigns.

4. For purposes of this Release, unless otherwise expressly provided or the context otherwise requires, (i) all references to “this Release” refer to this Release as it may be amended, and “herein,” “hereof” and words of similar import refer to this Release as a whole and not to any particular provision; (ii) a word defined anywhere in this Release has the same meaning throughout this Release; (iii) “shall” expresses an obligation (and “will” does not), “may” (not followed by “not”) is permissive, and “shall not” and “may not” both forbid the action specified; (iv) each reference to a “Section” or an “Article” refers to a section or an article of this Release; (v) whenever from the context it is appropriate, each word, whether stated in the singular or the plural, shall include both the singular and the plural; (vi) each word of any gender includes all genders; (vii) “or” is not exclusive (unless used in conjunction with “either”), “includes” and “including” are not limiting, but “means” is limiting; (viii) any reference to an agreement (including this Release), instrument or other document (1) includes any exhibits, annexes or other attachments thereto and (2) “as amended” means and is a reference to such agreement, instrument or other document as it has been or may be amended, re-enacted, amended and restated, supplemented, novated or otherwise modified from time to time (except to the extent, if any, that any such agreement, instrument or other document was amended, amended and restated, supplemented, novated or otherwise modified in breach of its own terms, this Agreement or applicable law); (ix) any reference to a statute (1) includes all regulations, rules, subordinate legislation

**Form of Global Release
Subject to Court Approval**

and other applicable law issued or promulgated thereunder and all consolidations, codifications, re-enactments, extensions and replacements thereof and (2) “as amended” means and is a reference to such statute as it has been or may be amended, re-enacted, amended and restated, supplemented or otherwise modified from time to time; (x) any reference to a document being in a particular form or containing particular terms and conditions means and is a reference to such document being substantially in such form or containing substantially such terms and conditions; (xi) a reference to a Person in a particular capacity excludes such Person in any other capacity and individually; and (xii) a reference to a month refers to a calendar month and a reference to a year refers to a calendar year.

[remainder of page intentionally blank]

**Form of Global Release
Subject to Court Approval**

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS

1. No amendment or waiver of any provision of this Release or consent to any departure therefrom shall be effective unless it is set forth in a manually signed writing that is signed by all Parties and specifies such amendment, waiver or consent with particularity, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given (and not effective with respect to any other or future matter even of the same kind or character). Under no circumstances shall any course of dealing or course of performance between any Parties effect any such amendment or waiver.

2. Each Party shall promptly furnish, execute and deliver such documents, instruments, certificates and other further assurances as another Party shall reasonably request as necessary or desirable to effect complete consummation of this Release, *provided, however*, that nothing contained in this paragraph shall be construed to require a Party to assume, any material obligation, pay any unforeseen or unreasonable out-of-pocket expenses that are material in amount, incur any other unforeseen or unreasonable material burden or commence or pursue any litigation, whether administrative, civil or otherwise.

3. This Release shall be binding upon the Parties and their respective Successors and inure to the benefit of and be enforceable by the Parties and their respective Successors (except to the extent, if any, that any such Successor became a Successor in contravention of applicable law).

4. If any provision of this Release or the application thereof to any Person or circumstance is held by a Governmental Entity of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Release, and the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by applicable law, but only so long as the legal substance of the matters sought to be effected by this Release is not affected in a manner that is materially adverse to a Party. Upon a determination of such invalidity or unenforceability, the Parties shall negotiate in good faith to modify this Release so as to effect the original intent of the Parties expressed in the Global Agreement as closely as possible in an acceptable and reasonable manner in order that the purposes of this Release be accomplished as originally contemplated to the fullest extent possible.

5. The captions in this Release are intended solely for convenience of reference and shall be given no effect in the construction or interpretation hereof. This Release shall be deemed to have been drafted by all Parties, and the Party which drafted any particular provision shall not be considered in construing it. No draft of this Release may be used in construing it.

6. This Release may be signed in multiple counterparts, but all such counterparts constitute one and the same agreement. Facsimile signatures and printable electronic images of original signatures shall be deemed to be originals for all purposes hereunder.