

**Form of CBIZ Retention Agreement
Subject to Court Approval**

June __, 2014

To the Participating Sponsors:

This Consultant Fee Agreement (this “Agreement”) is entered into as of June __, 2014, and serves to confirm the Participating Sponsors’ retention of CBIZ MHM, LLC (“CBIZ”), and is made with reference to the following:

SCOPE OF SERVICES

CBIZ will serve as the Administrator as defined, having the duties and responsibilities provided, in the Global Protocol for Coordinated Retrieval, Review and Return of Certain Sponsor Records (the “Global Protocol”) that is an exhibit to the Order Approving Motion of Marc P. Barmat, Trustee, and Certain Pharmaceutical Sponsors That Were Customers of the Debtors (i) Approving a Global Protocol for the Coordinated Retrieval, Review and Return of Certain Sponsor Records; (ii) Approving the Retention of Certain Service Providers in Connection Therewith; (iii) Approving a Release and Exculpation of the Trustee, the Participating Sponsors and Certain Other Parties; (iv) Approving the Form and Manner of Notice Thereof; and (v) Granting Related Relief dated June __, 2014 (the “Approval Order”). This Agreement is subject to the Approval Order, including the Universal Contract Terms that is an exhibit thereto, in all respects and is a “Contract” as that term is used in the Universal Contract Terms.

FEES/TERMS OF PAYMENT

CBIZ will deliver a statement for fees and expenses to the Sponsor Committee (as defined in the Global Protocol) on a monthly basis. Services and expenses not posted as of the monthly closing date will appear on a subsequent bill. The Participating Sponsors shall have 30 days after such delivery to raise an objection to the Statement. If no objection is raised within the 30-day period, CBIZ shall be entitled to pay itself from the Administrative Expense Account (as defined in the Global Protocol) up to an aggregate of \$95,000.

Should an instance arise where additional time or expenses will be incurred in excess of approximately \$95,000, we will notify the Sponsor Committee.

CBIZ understands that funds for the payment of its fees and expenses will be provided by the Administrative Expense Account.

E-MAIL COMMUNICATIONS

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this

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engagement. In that regard, you agree that, provided we have exercised reasonable care, we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions including any consequential, incidental, direct, indirect, or special damages, or disclosure or communication of confidential or proprietary information.

EXCLUSIONS

This engagement does not include any services that are not duties and responsibilities of the Administrator. Any additional services requested by you will be subject to a separate written understanding before the additional services are commenced and billed at our standard hourly rates.

CBIZ shall be entitled to the exculpation provided in the Approval Order. This provision shall survive the completion of this engagement.

This Agreement supersedes all prior agreements and all agreements made contemporaneously with the execution of this Agreement. Any prior agreement or oral contemporaneous agreements may not be used to contradict, supplement or explain this Agreement.

We appreciate this opportunity to be of service to you.

Very truly yours,

CBIZ MHM, LLC

Charles M. Berk, Managing Director
CBIZ MHM, LLC

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TERMS AND CONDITIONS

These Terms and Conditions and the Engagement Letter, and any subsequent amendments or addenda thereto (collectively, the "Agreement"), constitute the entire agreement between the Participating Sponsors of Comprehensive Clinical Development, Inc. ("Participating Sponsors") and CBIZ MHM, LLC ("CBIZ") regarding the services described in the Engagement Letter and are subject in all respects to the Global Protocol and the Approval Order. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Engagement Letter or, if not defined therein, the Global Protocol.

A. *Services.* CBIZ will provide the Services described in the Engagement Letter and will use reasonable efforts to perform the Services in accordance with the timeframe set out. CBIZ has every expectation that this engagement will be conducted by the CBIZ professionals designated for this engagement. If for any reason any of those individuals are not able to complete this engagement, professionals with similar qualifications and experience will do so. Where any changes are necessary, CBIZ will give the Sponsor Committee reasonable notice of the changes.

B. *Changes to Services.* Either party may request changes to the Services as set out in the Engagement Letter. Changes must be requested in writing with sufficient detail to enable the other party to assess the impact of the requested change on the cost, timing or any other aspect of the Services. Both parties agree to consider and, if appropriate, agree to any changes. Any changes must be in writing and signed by both parties. Until a change is agreed in writing, the latest agreed terms will apply.

C. *Interest Charges on Outstanding Balances.* Payment is due within 30 days of receipt of our invoice. A finance charge will be computed at the rate of the lesser of one percent per month (12% per annum) or the highest legally allowed rate on unpaid balances over thirty days.

D. *Limitation of Distribution of Analysis, Conclusions and Report.* Our analysis, conclusions and any report, which are to be used only in their entirety, are for your use solely to assist you in the above-referenced matter. They are not to be used for any other purpose, or by any other party for any purpose, without our express written consent. Any summary of, or reference to the opinion, any oral presentation with respect thereto, or other references to CBIZ in connection with the matter, will be, in each instance, subject to CBIZ's prior review and written approval, except as may be required by a governmental agency or court. The opinion will not be included in, summarized or referred to in any manner in any materials distributed to the public without CBIZ's express prior written consent.

E. *Limited Warranties.* CBIZ warrants that the Services will be performed and supervised by qualified personnel. Notwithstanding anything to the contrary contained in this agreement, ALL SERVICES PROVIDED HEREUNDER BY CBIZ ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CBIZ HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE). In the event that the Participating Sponsors identify any CBIZ employee that the Participating Sponsors believe to be not qualified to perform the Services, the Participating Sponsors may request that such employee be replaced on the engagement. Replacement of such employee(s) is the sole remedy available to the Participating Sponsors for breach of this warranty.

F. *Limitation of Liability and Indemnification.* In no event shall CBIZ be liable to the Participating Sponsors or any third party for any loss, damage, cost or expense attributable to any act, omission or misrepresentations by the Participating Sponsors, its directors, employees or agents. In no event shall CBIZ be liable to the Participating Sponsors, whether a claim be in tort, contract or otherwise for (a) any amount in excess of the total professional fees paid by the Participating Sponsors to CBIZ under the Engagement Letter or any addendum to which the claim relates or (b) any consequential, indirect, lost profit or similar damages relating to or arising from the Services provided under this Agreement, except to the extent finally determined to

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have resulted from the gross negligence, wilful misconduct or fraudulent acts of CBIZ relating to such services. CBIZ shall have no liability to the Participating Sponsors arising from or relating to any third party hardware, software or materials ("Third Party Materials"), including, but not limited to, the selection thereof or failure of such Third Party Materials to perform in accordance with specifications or any defects therein.

G. *No Obligation to Provide Services after Completion.* CBIZ agrees to enter into the Engagement and provide services in connection therewith with the understanding that there shall be no obligation to furnish services after completion of the original assignment.

H. *Safe Environment.* As a material condition to CBIZ entering into this Agreement, the Participating Sponsors agree that in any circumstances under which a CBIZ employee is required to work at any premises or location operated or controlled by the Participating Sponsors, the Participating Sponsors will take all actions and precautions necessary to ensure that such work sites are free from all known or reasonably foreseeable safety hazards, and that such working environments are free from all forms of harassment and discrimination.

I. *General.*

1. *Force Majeure.* Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control.

2. *No Jury Trial.* In the unlikely event that differences arise between the parties related to or arising from this Agreement that are not resolved by mutual agreement, to facilitate a judicial resolution and save time and expense of both parties, the Participating Sponsors and CBIZ agree not to demand a trial by jury in any action, proceeding or counterclaim.

3. *Partial Invalidity.* If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

4. *Headings.* The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

5. *Independent Contractor.* CBIZ, in furnishing services to the Participating Sponsors, is strictly an independent contractor. CBIZ does not undertake to perform any regulatory or contractual obligation of the Participating Sponsors or to assume any responsibility for the Participating Sponsors' business or operations.

6. *Waiver.* No waiver, delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

7. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the Bankruptcy Court over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.