

**Form of Retrieval Protocol  
Subject to Court Approval**

**Comprehensive Clinical Development, Inc.**

Record Retrieval Protocol<sup>1</sup>

June \_\_, 2014

This Retrieval Protocol sets forth the terms and conditions upon which Sponsors may retrieve certain Sponsor Materials and gain access to certain Common Materials that are in the possession of the Storage Facilities.<sup>2</sup>

**I. Overview**

A. Administrator

1. CBIZ MHM, LLC (including any successor, “Administrator”) will be retained to act as escrow agent, administer the tasks assigned to it herein, collect payments from Sponsors, disburse payments required hereunder and administer the refund process. The Administrator will make monthly reports to the Sponsors regarding the record retrieval process governed by this Global Protocol and the status and activity of the escrow accounts described below.

B. Escrow Accounts

1. Sponsors shall fund three escrow accounts:

a. ***Administrative Expense Account.*** The purpose of this account is to fund certain fees and expenses of the Trustee and his professionals related to the retrieval of and access to the Materials, to pay the fees and expenses of the Administrator, to fund shortfalls in the AIM-Related Account and the IM-Related Account, to receive payments from the CCD bankruptcy estate, if any, and to make refund payments, if any, to Sponsors.

b. ***AIM-Related Account.*** The purpose of this account is to fund (i) the applicable charges of AIM, (ii) the costs of shipping the AIM Materials, other than the AIM Florida CDs, from AIM to the AIM Consultant, (iii) the costs of shipping the AIM Florida CDs to the AIM Consultant and the related charges of IM and (iv) the fees and other applicable

<sup>1</sup> This Retrieval Protocol is non-binding until entry of the Approval Order. No obligation of any kind whatsoever of any of the Sponsors is intended to be created hereby. No Sponsor shall be legally bound to any extent unless and until (i) the Global Protocol and all necessary implementing documents are executed and delivered by all necessary ~~persons~~ Persons; (ii) the Global Protocol and all related transactions and agreements have been approved by the Approval Order; (iii) all necessary corporate and other approvals and consents have been obtained; (iv) at least 20 total Original Funding Sponsors have agreed to participate in the transactions and agreements contemplated by the Global Protocol; and (v) such additional conditions not inconsistent with the terms summarized herein as the Sponsor Committee deems necessary or advisable have been satisfied. This footnote may be deleted upon or after entry of the Approval Order in the discretion of the Sponsor Committee.

<sup>2</sup> A Sponsor may have both Sponsor Materials stored at AIM or an interest in AIM CDs and Sponsor Materials stored at IM or an interest in IM CDs; such a Sponsor must separately comply with the provisions hereof relating to AIM Materials and IM Materials.

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charges of the AIM Consultant to effect the retrieval, review, disposition and destruction of AIM Materials and access to the AIM CDs.

c. *IM-Related Account.* The purpose of this account is to fund (i) the applicable charges of Iron Mountain (excluding charges relating to the AIM Florida CDs), (ii) the costs of shipping the IM Materials to the IM Consultant and (iii) the fees and other applicable charges of the IM Consultant to effect the retrieval, review, disposition and destruction of IM Materials and access to the IM CDs.

2. All escrow accounts shall be held by the Administrator as escrow agent.

**II. Funding Commitments and Timing of Payments**

A. Non-Binding Election Forms

1. Within three business days after entry of the Approval Order, the Administrator shall deliver the Non-Binding Election Form to each known Sponsor by e-mail.

2. The Non-Binding Election Form provides for each Sponsor to identify itself as either an IM Sponsor, an AIM Sponsor or both and to state its non-binding intent to participate in this Retrieval Protocol. Sponsors having no Sponsor Materials stored at AIM or Iron Mountain that desire to obtain access to only Common Materials stored at such Storage Facility will so indicate on the Non-Binding Election Form.

3. The Non-Binding Election Form shall be completed and returned to the Administrator by e-mail no later than 10 business days after entry of the Approval Order. Sponsors that do not timely return the Non-Binding Election Form shall not be permitted to become Original Funding Sponsors but may become Additional Participating Sponsors in accordance with the terms hereof. A Sponsor that identifies itself as an AIM Sponsor on the Non-Binding Election Form and thereafter becomes an Original AIM Funding Sponsor (as well necessarily as an Original Administrative Funding Sponsor) but is later determined to have Sponsor Materials stored at Iron Mountain (or vice versa), shall be permitted to become an Additional IM Participating Sponsor (or vice versa) in accordance with the terms hereof.

4. The Non-Binding Election Form will be used by the Administrator for calculating the Minimum Funding Commitment. Completing and returning the Non-Binding Election Form shall not obligate a Sponsor to pay any amount or to participate in this Retrieval Protocol.

B. Minimum Funding Commitment

1. After receiving the completed Non-Binding Election Forms, the Administrator will calculate the amount due from each Sponsor that returned such form as provided herein and thereby establish a Minimum Funding Commitment for that Sponsor. The Administrator shall notify each Sponsor that returned a Non-Binding Election Form in writing of its Minimum Funding Commitment within 10 business days after the deadline for return of the Non-Binding Election Forms.

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2. The Minimum Funding Commitment shall represent a Sponsor's aggregate obligation to make deposits into one, two or three of the escrow accounts. The Minimum Funding Commitment shall be severable if, as contemplated by paragraph II.C.6, the Administrator determines that the Administrative Expense Account and one (but not both) of the IM-Related Account and the AIM-Related Account are fully funded.

3. Upon receipt of notice from the Administrator, each Sponsor that returned a Non-Binding Election Form shall within five business days sign and return to the Administrator the Global Release and the Commitment Letter.

4. Within two business days after the deadline for submission of the Global Release and the Commitment Letter, the Administrator shall notify all Sponsors that returned Commitment Letters whether funding commitments have been received in an amount sufficient to fund the escrow accounts.

5. If the Administrator receives Commitment Letters sufficient to fund the Administrative Expense Account and either or both of the AIM-Related Account and the IM-Related Account, the Sponsors making the commitments resulting in two or three fully-funded escrow accounts shall be referred to as "Original Funding Sponsors" with respect to such fully-funded escrow accounts. The Original Funding Sponsors that fund the AIM-Related Account are referred to as "Original AIM Funding Sponsors," the Original Funding Sponsors that fund the IM-Related Account are referred to as "Original IM Funding Sponsors," and the Original Funding Sponsors that fund the Administrative Expense Account are referred to as "Original Administrative Funding Sponsors."

6. If the Administrator receives signed Commitment Letters sufficient to fund all three escrow accounts, the Administrator shall deliver a notice to the Original Funding Sponsors setting forth the deadline for payment of each Sponsor's Minimum Funding Commitment, which shall be 25 business days after the date of such notice.

**C. Adjustments to Minimum Funding Commitment**

1. If the Administrator does not receive Commitment Letters sufficient to fund any one or more of the escrow accounts, the Administrator shall promptly schedule a conference call with all Sponsors that have returned a Commitment Letter.

2. The Administrator shall chair the conference call and have the discretion to adjourn the conference call from time to time.

3. For each under-funded escrow account, the Administrator shall calculate and announce the amount that will be required to fund that escrow account as provided herein if all Sponsors participating on the conference call agree to fund such amount. The Administrator will then poll each Sponsor on the call and ask if it is willing to pay such amount. If each Sponsor agrees, then each such Sponsor shall be an Original Funding Sponsor with respect to the escrow account in question. The process will be repeated for any remaining under-funded escrow accounts.

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4. If any one of the escrow accounts remains under-funded after the poll taken by the Administrator, then the Administrator will recalculate the amount required for the still-committed Sponsors and re-solicit acceptances of the new amount. This process will continue until all remaining Sponsors have committed to fund the amount calculated by the Administrator for that escrow account. The Sponsors that ultimately make commitments sufficient to fund that escrow account shall be Original Funding Sponsors with respect to that escrow account.

5. Updated Commitment Letters for the increased Minimum Funding Commitment established on the conference call shall be delivered to the Administrator by the close of business on the next business day after the conference call. Payment of the increased Minimum Funding Commitment shall be due no later than 25 business days after the date of the conference call.

6. If, at the conclusion of the conference call, there are no Original Funding Sponsors or in the event of a funding shortfall as set forth in paragraph IX.F.3, the Trustee shall be entitled to dispose of the Materials in any reasonable and appropriate manner to be authorized by the Bankruptcy Court; provided, however, that if the Administrative Expense Account and one of the AIM-Related Account or the IM-Related Account are funded, then the process described herein shall continue with respect to retrieval of Materials from the Storage Facility with respect to which the escrow account has been funded. Sponsors shall retain their rights in Materials located at the Storage Facility with respect to which the escrow account is unfunded.

D. The Administrator shall return or destroy signed counterparts of the Global Release and Commitment Letter to all Sponsors that signed and returned them who, pursuant any provisions of this Retrieval Protocol, do not become Original Funding Sponsors.

**III. Administrative Expense Account**

A. The amount required to fund the Administrative Expense Account as shown by the Administrative Expense Budget is referred to herein as the “Administrative Amount.”

B. The Minimum Funding Commitment for the Administrative Expense Account for each Original Funding Sponsor shall be equal to the Administrative Amount divided by the number of Sponsors electing to retrieve any Materials or to become entitled to access to any Common Materials in accordance with the Global Protocol.

C. Any Sponsor electing to retrieve Sponsor Materials or to become entitled to access to AIM CDs or IM CDs and become an Original AIM Funding Sponsor or an Original IM Funding Sponsor must also become an Original Administrative Funding Sponsor.

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D. The Trustee Advance shall be payable to the Trustee by the Administrator promptly after receipt by the Administrator of the Administrative Amount. The Trustee may use the Trustee Advance to pay any fees and expenses, including fees and expenses of his professionals, allowed by the Bankruptcy Court.

**IV. AIM-Related Account and Process**

A. The AIM Consultant will be engaged to review the AIM Materials and manage the related retrieval process.

**B. Funding**

1. The amount required to fund the AIM-Related Account as shown by the AIM Budget is referred to herein as the "AIM Amount."

2. The Administrator will determine each Original AIM Funding Sponsor's Minimum Funding Commitment as follows:

a. PPG will initially compile a list of known AIM Sponsors and estimated number of boxes containing the AIM Materials of each such Sponsor.

b. PPG will provide these estimates to the Administrator, who will calculate the per-box Minimum Funding Commitment with respect to the AIM-Related Account by dividing the AIM Amount by the total number of boxes estimated to belong to the known AIM Sponsors. PPG's duties and the terms of its engagement to perform the services mentioned in subparagraphs a. and b. will be approved by the Bankruptcy Court as part of the Global Protocol, and its compensation shall be included in the AIM Budget.

c. For purposes of calculating the Minimum Funding Commitment and the Adjusted AIM Funding Amount, each AIM Sponsor shall be deemed to have at least 10 boxes, notwithstanding that such AIM Sponsor has less than 10 (or no) boxes.

3. If an Original AIM Funding Sponsor (and therefore necessarily also an Original Administrative Funding Sponsor) learns prior to the IM Termination Date that it was mistaken in believing that it was an AIM Sponsor (or that it was only an AIM Sponsor) and that it in fact is an IM Sponsor (or also an IM Sponsor) and it promptly so notifies the Administrator and the Sponsor Committee, it shall be permitted to change its status to Original IM Funding Sponsor (or add the status of Additional IM Funding Sponsor) upon making such additional payment to the IM-Related Account as the Administrator determines in consultation with the Sponsor Committee to be required by the Global Protocol and to be reasonable and fair. The Administrator shall have discretion to transfer funds between the AIM-Related Account and the IM-Related Account and to make other adjustments to reflect such changes or additions of status and additional payments.

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C. AIM Record Retrieval

1. After the Original AIM Funding Sponsors have been identified and they have paid all amounts due and the Administrator has confirmed that the AIM-Related Account is fully funded, the AIM Consultant will implement the retrieval and review of all AIM Materials.

2. For any Participating AIM Sponsor that has paid all amounts due hereunder to the Administrator, the AIM Consultant shall certify that no other Sponsor's AIM Materials are contained in such Participating AIM Sponsor's boxes and follow the Participating AIM Sponsor's instructions regarding its boxes of Sponsor-owned AIM Materials (*i.e.* retaining the Materials at the AIM Consultant under a new account, ship to AIM or another location, destroy certain Materials, etc.). The costs associated with the AIM Consultant's compliance with the instructions of such Participating AIM Sponsor shall be borne solely by such Sponsor. If such instructions are not given within 30 days, the cost of ongoing storage of the Sponsor's Materials shall be borne solely by that Sponsor.

3. During the retrieval and review process, the AIM Consultant will identify the precise number of boxes containing AIM Materials owned by each Participating AIM Sponsor, including boxes which contain both AIM Materials owned by that Participating AIM Sponsor and other AIM Materials. Thereafter, the Administrator will divide the AIM Amount by the total number of boxes owned by the Participating AIM Sponsors to determine the per-box allocation of the AIM Amount ("AIM Per-Box Charge").

4. If the product obtained by multiplying the AIM Per-Box Charge by the number of boxes containing AIM Materials owned by a Participating AIM Sponsor, subject to paragraph IV.B.4.c ("Adjusted AIM Funding Amount") is *greater* than such Participating AIM Sponsor's Minimum Funding Commitment, the Administrator will notify such Participating AIM Sponsor thereof, and such Participating AIM Sponsor shall, within 10 business days, pay the difference to the Administrator. Until an AIM Sponsor has made all payments due to the Administrator hereunder, it shall have no access or rights to its AIM Materials or to any AIM CDs, except in a Sponsor Emergency.

5. As liquidity permits and at times in the discretion of the Administrator, the Administrator shall pay to any Participating AIM Sponsor whose Minimum Funding Commitment exceeds its Adjusted AIM Funding Amount the amount of such excess *pro rata*.

6. The AIM Consultant shall have discretion to retrieve boxes of AIM Materials in the order it deems most efficient and economical. To the extent it will not unreasonably delay or increase the cost of its work, the AIM Consultant shall retrieve boxes containing AIM Materials owned by Original AIM Funding Sponsors first and, next, the boxes containing AIM Materials owned by Additional Participating AIM Sponsors.

7. Conclusion of AIM Record Retrieval

a. The record retrieval process for AIM shall terminate on the AIM Termination Date.

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b. On or as soon as practicable after the AIM Termination Date, all AIM Materials (from such time being referred to as “AIM Orphan Materials”) other than Sponsor Materials belonging to Participating AIM Sponsors (which shall be dealt with in accordance with paragraph IV.C.2), the AIM CDs (which shall be retained in accordance with paragraph VI.A) and CCD Materials (which shall be treated in accordance with paragraph VI.C.1), will be deemed abandoned by every ~~person~~ Person having any claim thereto and shall be destroyed by the AIM Consultant. The cost of such destruction shall be included in the AIM Budget.

c. Upon the destruction of the AIM Orphan Materials, the AIM Consultant shall be discharged from any further duties or responsibilities with respect to the AIM Materials under the Global Protocol, but all duties and responsibilities of the AIM Consultant with respect to the AIM CDs shall continue as set forth herein. Nothing in this paragraph shall affect the terms of agreements between individual Participating Sponsors and Abraxas.

**V. IM-Related Account and Process**

A. The IM Consultant will be engaged as a consultant to review the IM Materials and manage the retrieval process.

B. Funding

1. The amount required to fund the IM-Related Account as shown by the IM Budget is referred to herein as the “IM Amount.”

2. The Administrator will determine each Original IM Funding Sponsor’s initial obligation to fund the IM-Related Account as follows:

3. Each Larger Company that elects to retrieve Sponsor-owned IM Materials or to become entitled to access to IM CDs shall be counted as having two shares, and each Sponsor that elects to retrieve Sponsor-owned IM Materials or to become entitled to access to IM CDs and that is not a Larger Company shall be counted as having one share. The Administrator shall determine each Sponsor’s Minimum Funding Commitment for the IM-Related Account by dividing the IM Amount by the total number of shares of the Original IM Funding Sponsors. Each Original IM Funding Sponsor that is a Larger Company shall be responsible for paying two shares, and each Original IM Funding Sponsor that is not a Larger Company shall be responsible for paying one share.

4. If an Original IM Funding Sponsor (and therefore necessarily also an Original Administrative Funding Sponsor) learns prior to the AIM Termination Date that it was mistaken in believing that it was an IM Sponsor (or that it was only an IM Sponsor) and that it in fact is an AIM Sponsor (or also an AIM Sponsor) and it promptly so notifies the Administrator and the Sponsor Committee, it shall be permitted to change its status to Original AIM Funding Sponsor (or add the status of Additional AIM Funding Sponsor) upon making such additional payment to the AIM-Related Account as the Administrator determines in consultation with the Sponsor Committee to be required by the Global Protocol and to be reasonable and fair. The Administrator shall have discretion to transfer funds between the IM-Related Account and the

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AIM-Related Account and to make other adjustments to reflect such changes or additions of status and additional payments.

C. IM Record Retrieval

1. After the Original IM Funding Sponsors have been identified and they have paid all amounts then due and the Administrator has confirmed that the IM-Related Account is fully funded, the IM Consultant will implement the retrieval and review of all IM Materials.

2. For any Participating IM Sponsor that has paid all amounts due hereunder to the Administrator, the IM Consultant shall certify that no other Sponsor's IM Materials are contained in such Participating IM Sponsor's boxes and follow the Participating IM Sponsor's instructions regarding its boxes (*i.e.* retaining the records at the IM Consultant under a new account, returning the Materials to Iron Mountain, ship to another location, destroy certain Materials, etc.). The costs associated with the IM Consultant's compliance with the instructions of such Participating IM Sponsor shall be borne solely by such Participating IM Sponsor. If such instructions are not given within 30 days, the cost of ongoing storage of the Sponsor's Materials shall be borne solely by that Sponsor.

3. During the retrieval and review process, the IM Consultant will identify the precise number of boxes containing IM Materials owned by each Participating IM Sponsor, including boxes which contain both IM Materials owned by that Participating IM Sponsor and other IM Materials and identify such Participating IM Sponsor as a Level 1 IM Sponsor, a Level 2 IM Sponsor, a Level 3 IM Sponsor or a Level 4 IM Sponsor.

a. Level 1 IM Sponsors are Participating IM Sponsors owning more than 199 boxes of IM Materials, including, if any, boxes in which its IM Materials had been commingled with other IM Materials. Each Level 1 IM Sponsor shall bear three shares for the purpose of paragraph V.C.4.

b. Level 2 IM Sponsors are Participating Sponsors owning less than 200 and more than 49 boxes of IM Materials, including, if any, boxes in which its IM Materials had been commingled with other IM Materials. Each Level 2 IM Sponsor shall bear two shares for the purpose of paragraph V.C.4.

c. Level 3 IM Sponsors are Participating IM Sponsors owning less than 50 and more than 19 boxes of IM Materials, including, if any, boxes in which its IM Materials had been commingled with other IM Materials. Each Level 3 IM Sponsor shall bear 1.5 shares for the purpose of paragraph V.C.4.

d. Level 4 IM Sponsors are Participating IM Sponsors owning less than 20 (or no) boxes of IM Materials, including, if any, boxes in which its IM Materials had been commingled with other IM Materials. Each Level 4 IM Sponsor shall bear one share for the purpose of paragraph V.C.4.

4. After every Participating IM Sponsor has been identified as a Level 1 IM Sponsor, a Level 2 IM Sponsor, a Level 3 IM Sponsor or a Level 4 IM Sponsor, the



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Administrator shall allocate the IM Amount by, first, dividing it by the total number of shares to determine a per-share allocable amount and, second, multiplying the result by the applicable number of shares for each Participating IM Sponsor (such amount is the “Adjusted IM Funding Amount” for each Participating IM Sponsor).

5. After the Administrator has determined the Adjusted IM Funding Amount in accordance with paragraph V.C.4, the Administrator will notify each Participating IM Sponsor whose Adjusted IM Funding Amount exceeds its Minimum Funding Commitment of the excess, and such Participating IM Sponsor shall, within 10 business days, pay the difference to the Administrator. Until a Participating IM Sponsor liable to make a payment to the Administrator under the immediately preceding sentence has done so in full, it shall have no access or rights to its IM Materials or to any IM CDs, except in a Sponsor Emergency.

6. As liquidity permits and at times in the discretion of the Administrator, the Administrator shall pay to any Participating IM Sponsor whose Minimum Funding Commitment exceeds its Adjusted IM Funding Amount the amount of such excess *pro rata*.

7. The IM Consultant shall have discretion to retrieve the boxes of IM Materials in the order it deems most efficient and economical. To the extent it will not unreasonably delay or increase the cost of its work, the IM Consultant shall retrieve boxes containing IM Materials of Original IM Funding Sponsors first and, next, the boxes containing IM Materials of Additional Participating IM Sponsors.

8. Conclusion of IM Record Retrieval

a. The record retrieval process for IM shall terminate on the IM Termination Date.

b. On or as soon as practicable after the IM Termination Date, all IM Materials (from such time being referred to as “IM Orphan Materials” and, together with the AIM Orphan Materials, “Orphan Materials”) other than Sponsor Materials belonging to Participating IM Sponsors (which shall be dealt with in accordance with paragraph V.C.2), the IM CDs (which shall be retained in accordance with paragraph VI.B) and CCD Materials (which shall be treated in accordance with paragraph VI.C.2), will be deemed abandoned by every ~~person~~Person having any claim thereto and shall be destroyed by the IM Consultant. The cost of such destruction shall be included in the IM Budget.

c. Upon the destruction of the IM Orphan Materials, the IM Consultant shall be discharged from any further duties or responsibilities with respect to the IM Materials under the Global Protocol, but all duties and responsibilities of the IM Consultant with respect to the IM CDs shall continue as provided herein. Nothing in this paragraph shall affect the terms of agreements between individual Participating Sponsors and Abraxas.

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**VI. Common Materials and CCD Materials**

A. AIM Common Materials

1. The AIM Florida CDs shall be shipped to the AIM Consultant. The cost of such shipping, to the extent Materials can be readily identified as AIM Florida CDs, shall be included in the AIM Budget.

2. Immediately upon the receipt by the AIM Consultant of any AIM CDs, such AIM CDs shall be deemed abandoned by the Trustee and ownership of such AIM CDs shall vest jointly in the Participating AIM Sponsors.

3. The AIM CDs shall be stored by the AIM Consultant for a period of not less than five years. Any one or more Participating AIM Sponsors may agree with the AIM Consultant to extend the five-year storage period for the AIM CDs (the costs associated with such an extension are not covered by the AIM Budget and shall be the sole responsibility of the Participating AIM Sponsors seeking it), but in the absence of such an agreement all of the AIM CDs shall be destroyed by the AIM Consultant.

a. Any AIM Sponsor requiring access to the AIM CDs before the end of the five-year period shall (a) be either (i) an Original AIM Funding Sponsor or (ii) become an Additional Participating AIM Sponsor in accordance with the terms hereof and (b) pay to the Administrator all costs associated with copying or retrieving the AIM CDs, which amount shall be determined in consultation with the AIM Consultant.

b. No ~~persons~~Persons shall have any rights in or to the AIM CDs after such five-year period other than Participating AIM Sponsors which agree with the AIM Consultant to extend the five-year period and bear an allocable share of the costs associated with such an extension, and they shall have the right to control access to and the disposition of the AIM CDs without the approval or consent of the Bankruptcy Court, the Trustee, the Sponsor Committee or any other ~~person or entity~~Person.

4. All costs associated with the AIM CDs not covered by the AIM Budget shall be the sole responsibility of the AIM Sponsors severally. AIM and the AIM Consultant shall have no obligations to incur any unbudgeted costs associated with the AIM CDs.

B. IM Common Materials

1. Immediately upon the receipt by the IM Consultant of any IM CDs, such IM CDs shall be deemed abandoned by the Trustee and ownership of such IM CDs shall vest jointly in the Participating IM Sponsors.

2. The IM CDs shall be stored by the IM Consultant for a period of five years. Any one or more Participating IM Sponsors may agree with IM Consultant to extend the five-year storage period for the IM CDs (the costs associated with such an extension are not covered by the IM Budget and shall be the sole responsibility of the Participating IM Sponsors

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seeking it), but in the absence of such an agreement all of the IM CDs shall be destroyed by IM Consultant.

a. Any IM Sponsor requiring access to the IM CDs shall (a) be either (i) an Original IM Funding Sponsor or (ii) become an Additional Participating IM Sponsor in accordance with the terms hereof, and (b) pay to the Administrator any costs associated with copying or retrieving the IM CDs when requested, which amount shall be determined in consultation with IM Consultant.

b. No ~~persons~~Persons shall have any rights in or to the IM CDs after such five-year period other than Participating IM Sponsors which agree with IM Consultant to extend the five-year period and bear an allocable share of the costs associated with such an extension, and they shall have the right to control access to and the disposition of the IM CDs without the approval or consent of the Bankruptcy Court, the Trustee, the Sponsor Committee or any other ~~person or entity~~Person.

3. All costs associated with the IM CDs not covered by the IM Budget shall be the sole responsibility of the IM Sponsors severally. IM Consultant shall have no obligations to incur any unbudgeted costs associated with the IM CDs.

**C. CCD Materials**

1. Immediately upon the receipt by the AIM Consultant of any AIM CCD Materials, such AIM CCD Materials shall be deemed abandoned by the Trustee. When the AIM Consultant has identified any Materials that it has received as AIM CCD Materials, such AIM CCD Materials (and, in any event on or as soon as practicable after the AIM Termination Date, all AIM CCD Materials remaining in the possession of the AIM Consultant) shall be destroyed by the AIM Consultant. The cost of such destruction shall be included in the AIM Budget.

2. Immediately upon the receipt by the IM Consultant of any IM CCD Materials, such IM CCD Materials shall be deemed abandoned by the Trustee. When the IM Consultant has identified any Materials that it has received as IM CCD Materials, such IM CCD Materials (and, in any event on or as soon as practicable after the IM Termination Date, all IM CCD Materials remaining in the possession of the IM Consultant) shall be destroyed by the IM Consultant. The cost of such destruction shall be included in the IM Budget.

**VII. Participation By Sponsors that are Not Original Funding Sponsors**

A. Additional Administrative Funding Sponsor. At any time before the AIM Participating Sponsor Deadline or the IM Participating Sponsor Deadline (each as defined below), a Sponsor that is not an Original Funding Sponsor may become an “Additional Administrative Funding Sponsor” by (i) signing the Global Release and (ii) making a deposit in an amount determined by the Administrator equal to the sum of the amount required to be paid by each Original Administrative Funding Sponsor as part of its Minimum Funding Commitment pursuant to paragraph III.B plus \$10,000.

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**B. Additional Participating AIM Sponsor**

1. At any time before the AIM Participating Sponsor Deadline, an AIM Sponsor that is not an Original AIM Funding Sponsor may elect to retrieve its AIM Materials or secure access to the AIM CDs by (i) making a deposit, in an amount determined by the Administrator (generally on a monthly basis), equal to (x) the Adjusted AIM Funding Amount for such Sponsor or (y) solely if the Adjusted AIM Funding Amount for such Sponsor is unknown, the Minimum Funding Commitment that would have been required of such Sponsor had it been an Original AIM Funding Sponsor and (ii) becoming an Additional Administrative Funding Sponsor in accordance with paragraph VII.A.

2. A Sponsor that satisfies the two immediately preceding conditions is referred to as an “Additional Participating AIM Sponsor.”

**C. Additional Participating IM Sponsor**

1. At any time before the IM Participating Sponsor Deadline, an IM Sponsor that is not an Original IM Funding Sponsor may elect to retrieve IM Materials or secure access to the IM CDs by (i) making a deposit, in an amount determined by the Administrator (generally on a monthly basis), equal to (x) the Adjusted IM Funding Amount for such Sponsor or (y) solely if the Adjusted IM Funding Amount for such Sponsor is unknown, the Minimum Funding Commitment that would have been required of such Sponsor had it been an Original IM Funding Sponsor and (ii) becoming an Additional Administrative Funding Sponsor in accordance with paragraph VII.A.

2. A Sponsor that satisfies the two immediately preceding conditions is referred to as an “Additional Participating IM Sponsor.”

**D. Extension of Participating Sponsor Deadline.**

1. The Administrator may – but shall not be required to – extend the AIM Participating Sponsor Deadline if the Administrator reasonably concludes after consultation with the AIM Consultant and the Sponsor Committee that such extension is not likely to delay the occurrence of the AIM Termination Date. The Administrator may place such conditions on an extension, including the payment of additional funds by the party seeking such extension, that the Administrator deems reasonable and prudent.

2. The Administrator may – but shall not be required to – extend the IM Participating Sponsor Deadline if the Administrator reasonably concludes after consultation with the IM Consultant and the Sponsor Committee that such extension is not likely to delay the occurrence of the IM Termination Date. The Administrator may place such conditions on an extension, including the payment of additional funds by the party seeking the benefit of such extension, that the Administrator deems reasonable and prudent.

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E. Materials of Sponsors that are Not Participating Sponsors

1. As it is implementing the retrieval and review of all IM Materials, the IM Consultant shall notify the Administrator if the IM Consultant finds and identifies Sponsor Materials belonging to a Sponsor that is not a Participating IM Sponsor (whether or not it is a Participating AIM Sponsor). Unless the Administrator reasonably believes that such Sponsor has had previous notice of the existence of Sponsor Materials that may belong to it among the IM Materials, it shall use reasonable efforts to notify such Sponsor of the opportunity to become an Additional Participating IM Sponsor.

2. As it is implementing the retrieval and review of all AIM Materials, the AIM Consultant shall notify the Administrator if the AIM Consultant finds and identifies Sponsor Materials belonging to a Sponsor that is not a Participating AIM Sponsor (whether or not it is a Participating IM Sponsor). Unless the Administrator reasonably believes that such Sponsor has had previous notice of the existence of Sponsor Materials that may belong to it among the AIM Materials, it shall use reasonable efforts to notify such Sponsor of the opportunity to become an Additional Participating AIM Sponsor.

**VIII. Refunds of Overpayments**

A. AIM-Related Account

1. If, after the AIM Materials of all Participating AIM Sponsors have been retrieved and returned to the Participating AIM Sponsors, all payments due under paragraph IV.C.5 have been made and all AIM CDs have been located, verified and stored by the AIM Consultant, there is a balance remaining in the AIM-Related Account in excess of \$10,000, the Administrator shall refund such excess amount as follows:

- a. First, to any Participating Sponsors that contributed funds to the AIM-Related Account in response to a funding shortfall, as described in paragraph IX.F.2.
- b. Second, to the Original AIM Funding Sponsors, pro rata in accordance with the amount of their Adjusted AIM Funding Amount.
- c. Third, to the Additional Participating AIM Sponsors pro rata in accordance with the amounts paid by each of them to the AIM-Related Account.

2. If the balance is less than \$10,000, the Administrator shall deposit it in the Administrative Expense Account.

B. IM-Related Account

1. If, after the IM Materials of all Participating IM Sponsors have been retrieved and returned to the Participating IM Sponsors, all payments due under paragraph V.C.6 have been made and all IM CDs have been located, verified and stored by the IM Consultant, there is a balance remaining in the IM-Related Account in excess of \$10,000, the Administrator shall refund such excess amount as follows:

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- a. First, to any Participating Sponsors that contributed funds to the IM-Related Account in response to a funding shortfall, as described in paragraph IX.F.2.
  - b. Second, to the Original IM Funding Sponsors, pro rata in accordance with the amount of their Adjusted IM Funding Amount.
  - c. Third, to the Additional Participating IM Sponsors pro rata in accordance with the amounts paid by each of them to the IM-Related Account.
2. If the balance is less than \$10,000, the Administrator shall deposit it in the Administrative Expense Account.

C. Administrative Expense Account. If there are funds in the Administrative Expense Account on the later of the AIM Termination Date and the IM Termination Date, then the Administrator shall refund that amount to the Participating Sponsors that have deposited funds into the account on a pro rata basis in accordance with each of their total contributions to the account; *provided, however*, that if compliance with the foregoing requirement would result in payments to Participating Sponsors in an amount less than \$100 per Participating Sponsor, then the Administrator shall not refund any amounts to the Participating Sponsors and instead shall pay the excess funds to a charitable organization of its choosing.

**IX. Miscellaneous Provisions**

A. Claim of Participating Sponsors Against CCD Bankruptcy Estate

1. The Participating Sponsors, through the Administrator, shall have an allowed administrative expense claim pursuant to Section 503(b) of the Bankruptcy Code, for the amount of the Trustee Advance paid by them out of the Administrative Expense Account (“Sponsor Allowed Administrative Claim”) with priority over all other administrative expense claims in CCD’s Chapter 7 case other than the allowed fees and expenses of the Trustee and his professionals. The Trustee consents to the allowance and priority of the Sponsor Allowed Administrative Claim.

2. Nothing contained herein, the Approval Order or any other document shall preclude the Participating Sponsors from filing and seeking payment of any other administrative expenses and claims to which they believe they are entitled or preclude the Trustee from objecting to their entitlement thereto or the amount or priority thereof. Except as provided in paragraph IX.A.1, all issues relating to the fees and expenses of the Trustee and his professionals or to administrative expense requests and claims of the Participating Sponsors are deferred and the rights of the Trustee and the Participating Sponsors with respect thereto are preserved.

B. Global Release

1. Notwithstanding anything herein to the contrary, no Sponsor may receive any Materials, receive any refund, or enjoy any other benefit hereunder until it has executed and returned the Global Release.

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C. Eagle Exception

To the extent Eagle elects to become an Original Funding Sponsor, its Minimum Funding Commitment shall be reduced by the Eagle Amount. For all calculations relating to Eagle's status as an Original Participating AIM Sponsor and an Original Administrative Funding Sponsor and the holder of a Sponsor Administrative Claim, Eagle shall be considered to have made deposits into the escrow accounts equal to the Eagle Amount. If the Eagle Amount exceeds Eagle's Minimum Funding Commitment for the AIM-Related Account as determined by the Administrator, the Administrator shall transfer the excess from the AIM-Related Account to the Administrative Expense Account, and the transferred amount shall be credited to Eagle's Minimum Funding Commitment for the Administrative Expense Account. The provisions of this paragraph shall be reflected in all of the budgets mentioned herein. If Eagle does not become an Original Funding Sponsor, it will forfeit any claim or right to recover the Eagle Amount.

D. Sponsor Emergency

1. A "Sponsor Emergency" shall exist if a Participating Sponsor shall deliver to the Administrator (i) an affidavit of a senior official of the Participating Sponsor stating that the Participating Sponsor needs urgent access to its Sponsor Materials or the Common Materials to respond to an order or a request of a regulatory agency and (ii) an additional deposit in the amount (if any) that the Administrator estimates in his discretion is necessary to assure him that all amounts that are due or might become due from such Participating Sponsor hereunder have been paid.

2. A Participating Sponsor asserting that a Sponsor Emergency exists shall be responsible for all extra costs attributable to the Sponsor Emergency as determined by the Administrator. To the extent a Participating Sponsor makes a payment to the Administrator on account of a Sponsor Emergency that exceeds the amount that would have been due from such Participating Sponsor but for the Sponsor Emergency, the Administrator will refund such amount less such extra costs attributable to the Sponsor Emergency.

3. Nothing contained in the Global Protocol shall obligate the Administrator, the Trustee or any other party to respond to a Sponsor Emergency. If, in the reasonable discretion of the Administrator after consultation with the appropriate consultant it is determined that a Participating Sponsor cannot be provided immediate access to its Sponsor Materials or Common Materials, either because the location of such Sponsor Materials or Common Materials is simply unknown or because it would require more than reasonable efforts to locate and retrieve them, then such Participating Sponsor shall have all the rights provided for hereunder for the eventual return of its Sponsor Materials or Common Materials. Further, such Participating Sponsor retains its rights to seek relief in the form of filing an emergency motion with the Bankruptcy Court.

E. Funding Shortfalls

1. If, after all of the Original Funding Sponsors have been identified, the Administrator shall determine that (i) one or more escrow accounts is underfunded, either due to unforeseen additional costs, non-payment by Participating Sponsors or otherwise, (ii) there are

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insufficient funds in the Administrative Expense Account to cover such shortfall, and (iii) that such underfunding is likely to materially and negatively impact the retrieval process, the Administrator shall give notice of such underfunding to the Participating Sponsors that have deposited funds into such escrow account (*i.e.*, the Original Funding Sponsors for such account and Additional Participating Sponsors for such account, if any).

2. The Administrator shall confer promptly with the relevant Participating Sponsors following the delivery of the notice described in the immediately preceding paragraph. By majority vote of the Participating Sponsors that have deposited funds into an escrow account (with the votes weighted in accordance with their deposits), each depositing Participating Sponsor may be required to make an additional deposit to fund shortfalls in that account. The amount of any such additional deposits shall be calculated by the Administrator in accordance with the applicable funding methodology set forth above for each such underfunded account.

3. If one or more depositing Participating Sponsor(s) required to make an additional deposit under paragraph IX.F.2 fail to do so, the other depositing Participating Sponsors required to make an additional deposit shall confer with the Administrator to attempt to devise a solution to prevent an unremedied funding shortfall. The depositing Participating Sponsor(s) failing to make the required deposit shall lose all rights and benefits of having been a Participating Sponsor thereafter, including the benefit of the releases and exculpation in the Approval Order and the Global Release, the right to receive refunds and other payments hereunder, the Sponsor Administrative Claim and all other claims against CCD and its bankruptcy estate and access to Common Materials but excluding its rights in and with respect to Sponsor Materials.

4. If the Sponsors do not remedy the funding shortfall within 30 days, (i) the Administrator shall be entitled to use the funds remaining in the underfunded account to pay any accrued and unpaid expenses properly payable out of the account and close the account, (ii) the Administrator shall be discharged of any further duties with respect to such escrow account, and (iii) the Trustee shall be entitled to abandon the Materials related to the under-funded account (*i.e.*, AIM or IM) as set forth in paragraph II.C.6.

**F. Replacement, Discharge of the Administrator**

1. The Administrator may resign at any time by giving 45 days' prior written notice of such resignation to the Participating Sponsors, the Trustee and the Bankruptcy Court. In the event of the resignation of the Administrator, a successor Administrator shall be appointed upon the majority vote of the voting Participating Sponsors. In the event no successor has been appointed within 45 days of the notice from the resigning Administrator, any party may petition the Bankruptcy Court to appoint a successor Administrator.

2. The Administrator and/or Abraxas (either in its capacity as IM Consultant or AIM Consultant, or both) may be terminated with two (2) business days' notice upon the majority vote of the Participating Sponsors.

3. The Administrator shall be discharged from all further duties upon the last to occur of (a) the AIM Termination Date, (b) the IM Termination Date and (c) the payment of all



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refunds in accordance with Section VIII. If any funds are remitted to the Administrator under paragraph VI.A or VI.B after it is discharged, the Administrator shall administer such funds in accordance herewith and shall deduct and retain a reasonable portion thereof as its compensation.

G. Storage and Transportation Documentation.

1. AIM shall--

a. provide to the AIM Consultant or the Administrator--

(i) promptly after entry of the Approval Order, a list of all AIM Materials from AIM's inventory control system showing originating site and barcodes ("AIM Master List"),

(ii) simultaneously with each shipment of AIM Materials to the AIM Consultant, a manifest listing total number of pallets and total boxes per pallet with corresponding barcodes that can be easily cross-referenced with the AIM Master List, and

(iii) such other documentation concerning the storage, release, preparation for shipment and shipment of AIM Materials as the AIM Consultant or the Administrator requests as (x) relates to the chain of custody of the AIM Materials or (y) is usual and customary, and

b. respond promptly, accurately and fully to inventory/manifest deviation reports from the AIM Consultant.

2. Iron Mountain shall--

a. provide to the IM Consultant or the Administrator--

(i) promptly after entry of the Approval Order, a list of all IM Materials from Iron Mountain's "IM Connect" system showing originating site and barcodes ("IM Master List"),

(ii) simultaneously with each shipment of IM Materials to the IM Consultant, a manifest listing total number of pallets and total boxes per pallet with corresponding barcodes that can be easily cross-referenced with the IM Master List, and

(iii) such other documentation concerning the storage, release, preparation for shipment and shipment of IM Materials as the IM Consultant or the Administrator requests as (x) relates to the chain of custody of the IM Materials or (y) is usual and customary, and

b. respond promptly, accurately and fully to the IM Consultant inventory/manifest deviation reports.

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**X. Definitions**

A. The following terms used herein have the following definitions:

1. “Abraxas” means Team Support Services, LLC d/b/a Abraxas Worldwide.
2. “Additional Administrative Funding Sponsor” has the meaning set forth in paragraph VII.A.
3. “Additional Participating AIM Sponsor” has the meaning set forth in paragraph VII.B.2.
4. “Additional Participating IM Sponsor” has the meaning set forth in paragraph VII.C.2.
5. “Additional Participating Sponsors” means the Additional Participating AIM Sponsors and the Additional Participating IM Sponsors.
6. “Adjusted AIM Funding Amount” has the meaning set forth in paragraph IV.C.4.
7. “Adjusted IM Funding Amount” has the meaning set forth in paragraph V.C.4.
8. “Administrative Amount” has the meaning set forth in paragraph III.A.
9. “Administrative Expense Budget” means a budget for the Administrative Expense Account in the form attached to the Approval Order.
10. “Administrator” has the meaning set forth in paragraph I.A.1.
11. An “Affiliate” of a Person means any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, a Person shall be deemed to be controlled by another Person if such other Person possesses, directly or indirectly, power to direct or cause the direction of its management and policies by ownership, contract or otherwise.
12. ~~11.~~—“AIM” means Access Information Management in Fife, Washington.
13. ~~12.~~—“AIM Amount” has the meaning set forth in paragraph IV.B.1.
14. ~~13.~~—“AIM Budget” means a budget for the AIM-Related Account in the form attached to the Approval Order.
15. ~~14.~~—“AIM CCD Materials” means CCD Materials that on the date of the Approval Order are in storage at AIM.
16. ~~15.~~—“AIM CDs” means Common Materials which relate to studies performed by CCD at its Tacoma location, including the AIM Florida CDs

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~~17. 16.~~—“AIM Consultant” means Abraxas in its capacity as consultant with respect to AIM Materials and including any successor in such capacity.

~~18. 17.~~—“AIM Florida CDs” means Common Materials which relate to studies performed by CCD at its Tacoma location but on the date of the Approval Order are in storage at an Iron Mountain facility in Florida (to the extent such Materials can be identified as such).

~~19. 18.~~—“AIM Master List” has the meaning set forth in paragraph IX.G.1.a.(i).

~~20. 19.~~—“AIM Materials” means (a) Materials that on the date of the Approval Order are in storage at AIM and (b) the AIM Florida CDs

~~21. 20.~~—“AIM Orphan Materials” has the meaning set forth in paragraph IV.C.7.b.

~~22. 21.~~—“AIM Participating Sponsor Deadline” means the date that is four months after the Approval Order becomes final as such date is determined by the Administrator.

~~23. 22.~~—“AIM Per-Box Charge” has the meaning set forth in paragraph IV.C.3.

~~24. 23.~~—“AIM Sponsors” means Sponsors with Sponsor Materials stored at AIM or an interest in AIM CDs.

~~25. 24.~~—“AIM Termination Date” means the date that is the later of eight months after the Approval Order becomes final and the date on which the AIM Consultant has completed the record retrieval process for AIM Materials of all Participating AIM Sponsors as such dates are determined by the Administrator.

~~26. 25.~~—“Approval Order” means an order of the Bankruptcy Court granting the Motion and approving the Global Protocol (including this Retrieval Protocol and the Global Release) that is not stayed or subject to appeal.

~~27. 26.~~—“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Florida.

~~28. 27.~~—“Box” means a document storage carton that has a volume that does not exceed 1.5 cubic feet. A document storage carton with a volume that exceeds 1.5 cubic feet but does not exceed 2.7 cubic feet shall be considered to be two boxes, a document storage carton with a volume that exceeds 2.7 cubic feet but does not exceed 4.0 cubic feet shall be considered to be three boxes, and a document storage carton with a volume that exceeds 4.0 cubic feet shall be considered to be four boxes.

~~29. 28.~~—“Budget” means, collectively, the Administrative Expense Budget, the AIM Budget and the IM Budget.

~~30. 29.~~—“CCD Materials” means all documents placed in storage with AIM or Iron Mountain by CCD and currently located in one of their storage facilities that are not Sponsor Materials or Common Materials.

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31. ~~30.~~—“CCD” means Comprehensive Clinical Development, Inc. and Comprehensive Clinical Development NW, Inc.

32. ~~31.~~—“Commitment Letter” means a binding commitment letter, in the form attached to the Approval Order, obligating a Sponsor to pay its Minimum Funding Commitment to the Administrator

33. ~~32.~~—“Common Materials” means certain common records of CCD, copies of which are required by multiple Sponsors.

34. ~~33.~~—“Eagle Amount” means \$8,338.85.

35. ~~34.~~—“Eagle” means Eagle Pharmaceuticals (US)

36. ~~35.~~—“Global Protocol” means this Retrieval Protocol, the Global Release and the other documents attached to the Approval Order.

37. ~~36.~~—“Global Release” means the contractual release in the form attached to the Approval Order.

38. “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 including the U.S. Food and Drug Administration and the similar agencies of other nations; 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.

39. ~~37.~~—“IM Amount” has the meaning set forth in paragraph V.B.1.

40. ~~38.~~—“IM Budget” means a budget for the IM-Related Account in the form attached to the Approval Order.

41. ~~39.~~—“IM CCD Materials” means CCD Materials that on the date of the Approval Order are in storage at Iron Mountain facilities.

42. ~~40.~~—“IM CDs” means the Common Materials which relate to studies performed by CCD at locations other than Tacoma and on the date of the Approval Order are in storage at Iron Mountain facilities.

43. ~~41.~~—“IM Consultant” means Abraxas in its capacity as consultant with respect to IM Materials and including any successor in such capacity.

44. ~~42.~~—“IM Master List” has the meaning set forth in paragraph IX.G.2.a.(i).

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45. ~~43.~~—“IM Materials” means Materials that on the date of the Approval Order are in storage at Iron Mountain facilities excluding the AIM Florida CD’s

46. ~~44.~~—“IM Orphan Materials” has the meaning set forth in paragraph V.C.9.

47. ~~45.~~—“IM Participating Sponsor Deadline” means the date that is four months after the Approval Order becomes final as such date is determined by the Administrator.

48. ~~46.~~—“IM Sponsors” means Sponsors with Sponsor Materials stored at Iron Mountain or an interest in IM CDs.

49. ~~47.~~—“IM Termination Date” means the date that is the later of eight months after the Approval Order becomes final and the date on which the IM Consultant has completed the record retrieval process for IM Materials of all Participating IM Sponsors as such dates are determined by the Administrator.

50. ~~48.~~—“Iron Mountain” means Iron Mountain Information Management, Inc.

51. ~~49.~~—“Larger Company” means a Sponsor that, together with its affiliates, had sales in its most recent completed fiscal year of \$5 billion or more.

52. ~~50.~~—“Materials” means the CCD Materials, the Common Materials and the Sponsor Materials.

53. ~~51.~~—“Minimum Funding Commitment” has the meaning set forth in paragraph II.B.1.

54. ~~52.~~—“Motion” means the Motion of Marc P. Barnat, 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, which was filed with the Bankruptcy Court on May 16, 2014 (Dkt. No. [ ]).

55. ~~53.~~—“Non-Binding Election Form” means the non-binding election form in the form attached to the Approval Order.

56. ~~54.~~—“Original Administrative Funding Sponsors” has the meaning set forth in paragraph II.B.5.

57. ~~55.~~—“Original AIM Funding Sponsors” has the meaning set forth in paragraph II.B.5.

58. ~~56.~~—“Original Funding Sponsors” has the meaning set forth in paragraph II.B.5.

59. ~~57.~~—“Original IM Funding Sponsors” has the meaning set forth in paragraph II.B.5.

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60. ~~58.~~—“Orphan Materials” has the meaning set forth in paragraph V.C.9.

61. ~~59.~~—“Participating AIM Sponsors” means the Original AIM Funding Sponsors and the Additional Participating AIM Sponsors.

62. ~~60.~~—“Participating IM Sponsors” means the Original IM Funding Sponsors and the Additional Participating IM Sponsors.

63. ~~61.~~—“Participating Sponsors” means the Original Funding Sponsors and the Additional Participating Sponsors.

64. “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. A reference herein to a Person shall be construed to include such Person’s successors and assigns.

65. “Petition Date” means March 29, 2013.

66. ~~62.~~—“PPG” means Pacific Pharma Group, LLC.

67. ~~63.~~—“Retrieval Protocol” means this protocol governing review, retrieval and return of Sponsor Materials, retrieval, indexing and access to the Common Materials and retrieval and disposition of the CCD Materials.

68. ~~64.~~—“Sponsor Emergency” has the meaning set forth in paragraph IX.D.1.

69. ~~65.~~—“Sponsor Materials” means certain records specific to a particular Sponsor.

70. ~~66.~~—“Sponsors” means former customers of CCD that have or may have an interest in the Materials. For all purposes under this Retrieval Protocol, all former customers of CCD having an interest in any Materials that were on the Petition Date, and continue to be, Affiliates of each other and are identified as such in writing on the Non-Binding Commitment Form, the Commitment Letter or other prompt notice to the Administrator shall be considered as one Sponsor.

71. ~~67.~~—“Storage Facilities” means AIM and Iron Mountain.

72. ~~68.~~—“Trustee” means Marc P. Barmat in his capacity as Chapter 7 trustee of CCD.

73. ~~69.~~—“Trustee Advance” means the aggregate amount included in the Administrative Expense Budget on account of the fees and expenses of the Trustee and his professionals.

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| Document 2 ID | interwovenSite://ICMS/iNYC01/6958697/13                           |
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