

EXHIBIT D

Tribal Participation Form

The tribal entity identified below (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Distributors’ Tribal Settlement (“Distributors’ Tribal Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Distributors’ Tribal Settlement, and hereby elects to participate in the Distributors’ Tribal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Distributors’ Tribal Settlement, understands that all terms in this Tribal Participation Form (“Form”) have the meanings defined therein, and agrees that by signing this Form, the Tribe elects to participate in the Distributors’ Tribal Settlement and become a Settling Tribal Entity as provided therein.
2. The Tribe agrees to the terms of the Distributors’ Tribal Settlement pertaining to Settling Tribal Entities as defined therein.
3. By agreeing to the terms of the Distributors’ Tribal Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Distributors’ Tribal Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to Term Sheet and the Order entered by Judge Polster, Layn Phillips and Special Master David Cohen will set the procedures by which the allocation will be completed for this settlement and jointly determine the final inter-tribal allocation.
6. The Tribe submits to the jurisdiction of the Northern District of Ohio for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors’ Tribal Settlement. The Tribe agrees to arbitrate before Special Master David Cohen as provided in, and for resolving disputes to the extent otherwise provided in, the Distributors’ Tribal Settlement.
7. The Tribe has the right to enforce the Distributors’ Tribal Settlement as provided therein.
8. The Tribe, as a Settling Tribal Entity, hereby becomes a Releasor for all purposes in the Distributors’ Tribal Settlement, including but not limited to all Release provisions, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a

Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors' Tribal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Tribe to release claims. The Distributors' Tribal Settlement shall be a complete bar to any Released Claim.

9. The Tribe hereby takes on all rights and obligations of a Settling Tribal Entity as set forth in the Distributors' Tribal Settlement.

10. In connection with the releases provided for in the Distributors' Tribal Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Tribe hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Tribes' decision to participate in the Distributors' Tribal Settlement.

11. Within thirty (30) days of signing this Form, and prior to the Effective Date set forth in the Distributors' Tribal Settlement, the Tribe shall provide to Special Master Cohen and his TLC designee, a dismissal with prejudice of any Released Claims that it has filed. Upon the Effective Date, the dismissals with prejudice shall be provided to the Settling Distributors with a stipulation for filing.

12. Nothing herein is intended to modify in any way the terms of the Distributors' Tribal Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Distributors' Tribal Settlement in any respect, the Distributors' Tribal Settlement controls.

STRICTLY CONFIDENTIAL

Tribal Entity:	
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

I have all necessary power and authorization to execute this Form, a copy of which is also available as an Exhibit of the Distributors' Tribal Settlement, on behalf of the Tribe.

Signature: _____

Name: _____

Title: _____

Date: _____