

EXHIBIT A

ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of May __, 2009, by and among Oneida County, New York (the "County"), the Oneida Nation of New York, a sovereign Indian Nation (the "Nation"), and RBS Citizens, NA, a bank organized under the laws of the State of Rhode Island acting by and through its Institutional Services Group (the "Escrow Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties hereto, other than the Escrow Agent, have entered into a Settlement Agreement dated May __, 2009 (the "Settlement Agreement"), settling certain existing disputes and resolving certain future disputes pursuant to which the Nation agreed to deposit Thirty Million Dollars (\$30,000,000) to be held in escrow; and

WHEREAS, a copy of the Settlement Agreement has been delivered to the Escrow Agent, and the Escrow Agent is willing to serve as escrow agent and hold the Escrowed Property (as hereinafter defined) in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Escrowed Property. The Nation and the County hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein. Upon execution and delivery of the Settlement Agreement and this Escrow Agreement, Nation shall transfer, or cause to be transferred, to the Escrow Agent the sum of \$30,000,000 (the "Deposit" or the "Escrowed Property"), the receipt of which is hereby acknowledged by the Escrow Agent.

2. Investments. Until the disbursement of the Escrowed Property, the Escrow Agent shall invest, reinvest and/or deposit the Escrowed Property in direct obligations of, or obligations guaranteed by, the United States of America, or certificates of deposit or interest bearing accounts of any bank or trust company, incorporated under the laws of the United States of America or any state, which has combined capital and surplus of not less than \$500,000,000. The Escrow Agent is authorized to liquidate in accordance with its customary procedures the Escrowed Property consisting of investments to provide payments required under this Agreement.

3. Distribution of Escrowed Property. The Escrow Agent shall release from escrow hereunder and deliver the Escrowed Property in the following manner:

a. The Escrowed Property shall remain in the Escrow Account, with interest thereon being distributed to the Nation as earned, until all of the following have occurred: (i) the County and the Nation jointly certify in a writing signed by the Nation Representative and the County Executive in the form attached to the Settlement Agreement as Exhibit B that the State of New York (the "State") has taken all of the actions described in section 6 of the Settlement Agreement; (ii) the County executes and delivers to the Nation the stipulations and other documents referenced in subsection 3(b) of the Settlement Agreement and attached to the Settlement Agreement as Exhibit D through F and the County Sheriff executes and delivers to the Nation the Oneida County Deputization Agreement referenced in subsection 3(b) of the Settlement Agreement and attached to the Settlement Agreement as Exhibit K; (iii) and the County Board of Legislators has by binding vote approved the Settlement Agreement; and (iv) the United States District Court for the Northern District of New York approves the Settlement Agreement as set forth in section 8 of the Settlement Agreement. Within ten (10) business days of the latest of such certifications or approvals, Thirty Million Dollars (\$30,000,000) shall be tendered by the Escrow Agent to the County, together with any accumulated interest thereon to be paid to the Nation by the Escrow Agent.

b. In the event that all the conditions set forth in subsection 3(a) above have not been satisfied on or before June 30, 2009, this Agreement shall be terminated and the Escrowed Property, together with any accumulated interest, shall be paid to the Nation by the Escrow Agent. The Nation and the County each agree that promptly after the termination of the Settlement Agreement they will each execute and deliver to the Escrowed Agent, joint written instructions authorizing the Escrow Agent to deliver to the Nation, free and clear of any interest of the County, all of the Escrowed Property, together with any accumulated interest. In the event the County does not, within three (3) business days after termination of the Settlement Agreement, execute and deliver such joint written instructions to the Escrow Agent, then the Nation may deliver a written notice to the Escrow Agent and the County directing the Escrow Agent to deliver to the Nation, all of the Escrowed Property and then the Escrow Agent shall be authorized to deliver to the Nation all of the Escrowed Property, together with any accumulated interest.

c. Moneys distributed by the Escrow Agent pursuant to this Section 3 shall be paid by wire transfer in to the bank account or accounts designated by the payee, or as otherwise agreed to or instructed by the applicable party.

d. Upon the distribution of the Escrowed Property by the Escrow Agent, this Escrow Agreement shall terminate.

4. Disputes Regarding Escrow Release. The parties agree that in the event of any dispute regarding the release of the Escrowed Property, the prevailing party

in such dispute shall be entitled to payment of its costs and expenses, including reasonable attorneys fees, incurred in connection with such dispute. The non-prevailing party shall pay the prevailing party the amount of such costs and expenses within 10 days of demand.

5. The Escrow Agent.

a. The Escrow Agent shall be compensated for its services under this Escrow Agreement in accordance with the terms set forth in Exhibit 1 hereto. All fees and expenses due to the Escrow Agent pursuant to this Section 5 shall be borne by the Nation.

b. The Escrow Agent shall be entitled to rely upon, and shall be fully protected from all liability, loss, cost, damage or expense in acting or omitting to act pursuant to, any instruction, order, judgment, certification, affidavit, demand, notice, opinion, instrument or other writing delivered to it hereunder without being required to determine the authenticity of such document, the correctness of any fact stated therein, the propriety of the service thereof or the capacity, identity or authority of any party purporting to sign or deliver such document.

c. The duties of the Escrow Agent are only as herein specifically provided, and are purely ministerial in nature. The Escrow Agent shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, including, without limitation, the Settlement Agreement, and shall be required to act in respect of the Escrowed Property only as provided in this Agreement. This Agreement sets forth all the obligations of the Escrow Agent with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of this Agreement or any other agreement. The Escrow Agent shall incur no liability in connection with the discharge of its obligations under this Agreement or otherwise in connection therewith, except such liability as may arise from the willful misconduct or negligence of the Escrow Agent. In furtherance of and without limiting the generality of the foregoing, the Escrow Agent shall incur no liability whatsoever in respect of its selection in accordance with paragraph 2 hereof of investments of the Escrowed Property, including, without limitation, any liability for the rate or timing of the returns thereof resulting from fluctuations in money market conditions or otherwise, or for prices resulting from the need to liquidate an investment prior to maturity.

d. The Escrow Agent may consult with counsel of its choice and shall not be liable for any action taken or omitted to be taken by the Escrow Agent, in good faith, in accordance with the advice of such counsel.

e. The Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by the Escrow Agent.

f. The Escrow Agent is acting as a stakeholder only with respect to the Escrowed Property. If any dispute arises as to whether the Escrow Agent is obligated to deliver the Escrowed Property or as to whom the Escrowed Property is to be delivered or the amount thereof, the Escrow Agent shall not be required to make any delivery, but in such event the Escrow Agent may hold the Escrowed Property until receipt by the Escrow Agent of instructions in writing, signed by all parties which have, or claim to have, an interest in the Escrowed Property, directing the disposition of the Escrowed Property, or in the absence of such authorization, the Escrow Agent may hold the Escrowed Property until receipt of a certified copy of a final judgment of a court with competent jurisdiction providing for the disposition of the Escrowed Property.

6. Indemnity. The Nation agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage, or expense (including, without limitation, attorneys' fees and costs) that the Escrow Agent may suffer or incur in connection with the entering into of this Agreement and performance of its obligations under this Agreement or otherwise in connection therewith, except to the extent such loss, liability, damage or expense arises from the willful misconduct or negligence of the Escrow Agent. Without in any way limiting the foregoing, the Escrow Agent shall be reimbursed by the Nation for the cost of all reasonable legal fees and costs incurred by it in acting as the Escrow Agent hereunder (other than due to Escrow Agent's negligence or willful misconduct).

7. Succession. The Escrow Agent may be discharged from its duties upon receipt of an instrument in writing signed by the Nation and the County, specifying the effective date of discharge. The Escrow Agent may resign from its duties or obligations by giving 30 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation will take effect. If, prior to such date of resignation or discharge, the Escrow Agent shall not have received written instructions from the Nation and the County designating a successor escrow agent and consented to in writing by such successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction to appoint a successor escrow agent. Alternatively, if the Escrow Agent shall have received such written instructions, it shall promptly transfer the Escrowed Property to such successor escrow agent. Upon the appointment of a successor escrow agent and the transfer of the Escrowed Property, and any other records relating to the Escrowed Property or this Escrow Agreement by the resigning Escrow Agent to the successor escrow agent, the duties of such resigning or discharged Escrow Agent hereunder shall terminate. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

8. Miscellaneous.

a. Subject to Section 7, this Escrow Agreement may not be assigned by any party without the prior written consent of the other parties. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to anyone, other than the parties hereto and their respective permitted successors and assigns, any benefit, or any legal or equitable right, remedy or claim, under or in respect of this Agreement or the escrow contemplated hereby. If any provision of this Escrow Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

b. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when (i) delivered by hand or (ii) upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the County, to:

800 Park Avenue
Utica, New York 13501
Attention: Anthony J. Picente, Jr.
Oneida County Executive

With a copy to:

Oneida County Finance Department
800 Park Avenue
Utica, New York 13501
Attention: Anthony Carvelli, Commissioner

If to the Nation, to:

Oneida Nation of New York
5218 Patrick Road
Verona, NY 13478
Attn: Peter D. Carmen, Senior Vice President

With a copy to:

Oneida Nation Legal Department
5218 Patrick Road
Verona, NY 13478
Attn: General Counsel

If to the Escrow Agent, to:

Citizens Bank
87 Westminster Street
Providence, Rhode Island 02903
Attention:

c. This Agreement may be executed in two or more separate counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

d. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto taken within context may require.

e. The rights of the Escrow Agent contained in this Agreement, including without limitation the right to indemnification, shall survive the resignation of the Escrow Agent and the termination of the escrow contemplated hereunder.

f. This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law). The Nation asserts that, as a sovereign Indian nation, it has sovereign immunity from any claims against, or affecting the interests of the Nation. Nothing in this Agreement shall be construed as a waiver of Nation's sovereign immunity, except that the Nation hereby gives the County a limited waiver of its sovereign immunity solely for the limited purpose of engaging in expedited arbitration (and enforcing a resulting arbitration award in any court of competent jurisdiction) to address or resolve an alleged breach of this Agreement and to resolve disputes relating to the release of the Escrowed Property as contemplated by this Agreement pursuant to the commercial rules of the American Arbitration Association then prevailing with respect to expedited proceedings (the "Rules"), which shall be held in Syracuse, New York. Arbitration shall be by a panel of three arbitrators chosen in accordance with the Rules. The Nation's limited waiver of sovereign immunity under this Agreement is granted solely to the County for the limited purpose outlined in this Section and it specifically is not extended to any other party. Arbitration pursuant to this section shall be the sole and exclusive means for resolving any and all disputes arising from or in any matter relating to, this Agreement and resolving disputes related to the release of the Escrowed Property as contemplated by this Agreement. Each party shall submit to the United States District Court for the Northern District of New York for purposes of the enforcement of any award, order or judgment arising from such arbitration. Any award, order, or judgment pursuant to such arbitration is final and may be entered and enforced in the United States District Court for the Northern District of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

ONEIDA NATION OF NEW YORK

Name:

Title:

ONEIDA COUNTY, NEW YORK

Name:

Title:

CITIZENS BANK

By: _____

Name:

Title:

EXHIBIT 1