



EXHIBIT VIII.A.10. LEGAL ACTIONS

Submit as Exhibit VIII.A.10. the following information relating to legal actions of any Applicant Party:

- a. A statement as to whether there are any pending legal actions, whether civil, criminal or administrative in nature, to which the Applicant Party is a party and a brief description of any such actions;**
- b. A brief description of any settled or closed legal actions, whether civil, criminal or administrative in nature, against the Applicant Party over the past ten (10) years;**
- c. A description of any judgments against the Applicant Party within the past ten (10) years, including the case name, number, court, and what the final ruling or determination was from the court, administrative body or other tribunal;**
- d. In instances where litigation is ongoing and the Applicant Party has been directed not to disclose information by the court, provide the name of the judge, location of the court, and case name and number;**



- e. **A statement whether the Applicant Party was indicted, accused or convicted of a crime or was a subject of a grand jury or criminal investigation during the past ten (10) years; and**
- f. **A statement whether the Applicant Party was the subject of any order, judgment or decree of any court, administrative body or other tribunal of competent jurisdiction permanently or temporarily enjoining it from or otherwise limiting its participation in any type of business, practice or activity during the past ten (10) years.**

Due to the breadth of the operations and activities of Empire and its respective subsidiaries and affiliates, Empire is subject to numerous statutes and regulations. In the ordinary course of business, Empire, and its respective subsidiaries and affiliates, are involved in various litigation matters which may allege a variety of claims, including labor and employment claims and grievances, wage and hour claims, equal employment opportunity and discrimination claims, disabilities act claims, workers compensation claims, work safety claims, environmental claims, securities claims, etc. These claims are before numerous federal and state courts and administrative agencies. These claims, however, all arise in the ordinary course of business and the Applicant Parties have a strong record of compliance across all of their properties and operations in all areas of the law. Further, the actions in which Empire is a party represent a necessary byproduct of the volume and scale of its business, which covers all manners of regulatory and administrative areas. As majority shareholder of Empire, Kien Huat has occasionally, and rarely, been a party to litigation and those matters are litigation involving Empire.

A statement as to whether there are any pending legal actions, whether civil, criminal or administrative in nature, to which the Applicant Party is a party and a brief description of any such actions;

Montreign Operating Company, LLC and Casino Key Employees

Neither Montreign Operating Company, LLC or Montreign's Casino Key Employees, specifically, Joseph D'Amato, Laurette Pitts, Nanette L. Horner and Charles Degliomini, have any pending legal actions, whether civil, criminal or administrative in nature, to which they are a party.

Empire Resorts, Inc. and Kien Huat Realty III Limited

Concord Associates, L.P., et al. v. Entertainment Properties Trust, et al., Civ. No. 12-1667 (ER) (S.D.N.Y.) ; Court of Appeals Docket No. 13-3922 (2nd Circuit)

On March 7, 2012, Concord Associates, L.P., Concord Raceway Corporation, Concord Kiamesha Casino LLC, Concord Kiamesha Capital Corp., Concord Resort, LLC, Concord Kiamesha, LLC, and Concord Kiamesha Hotel, LLC (collectively "Concord") filed a complaint against Empire, Monticello Raceway Management, Inc. ("MRMI"), and Entertainment Properties Trust (now known as EPT Properties) ("EPT") and related entities in the United States District Court for the Southern District of New York. The action arose out of an agreement between a subsidiary of EPT and a subsidiary of Empire for the development of a casino and horseracing resort on property located in Sullivan County, New York. On June 18, 2012, Concord filed an amended complaint adding Genting New York LLC and Kien Huat as defendants. Concord asserted federal antitrust claims alleging conspiracy in restraint of trade, conspiracy to monopolize and monopolization, and also state law claims for tortious interference with contract and business relations. Concord sought damages in an amount to be determined at trial but not less than \$500 million subject to automatic trebling under federal antitrust laws, unspecified punitive



damages and permanent injunctive relief. On September 18, 2013, the district court granted the defendants' motion to dismiss, and dismissed Concord's federal antitrust claims with prejudice and dismissed Concord's state law claims without prejudice. Judgment was entered on September 19, 2013. Concord filed a motion for reconsideration of the district court's order denying them leave to file a further amended complaint. On October 18, 2013, Concord also filed a notice of appeal of the district court's order and judgment. On October 22, 2013, the United States Court of Appeals for the Second

Circuit issued a Notice of Stay of Appeal pending the outcome of the Motion for Reconsideration. Empire asserts that this lawsuit is without merit and plans to aggressively defend its interests in the matter.

A brief description of any settled or closed legal actions, whether civil, criminal or administrative in nature, against the Applicant Party over the past ten (10) years;

Montreign Operating Company, LLC and Casino Key Employees Laurette Pitts, Nanette L. Horner and Charles Degliomini

Neither Montreign Operating Company, LLC or Montreign's Casino Key Employees Laurette Pitts, Nanette L. Horner and Charles Degliomini have had any settled or closed legal actions, whether civil, criminal or administrative in nature, against them over the past ten (10) years.

Empire Resorts, Inc.

Bryanston Group, Inc. v. Empire Resorts, Inc., No. 650881-2010 (N.Y. Sup. Ct., N.Y. County)

A complaint was filed against Empire in the Supreme Court of the State of New York, New York County on or about July 12, 2010. The lawsuit concerned a recapitalization agreement entered into on December 10, 2002 ("Recapitalization Agreement"), pursuant to which Empire issued Series E preferred stock to Bryanston Group, Inc. ("Bryanston Group") and Stanley Tollman, among others. The complaint was brought by Bryanston Group and Stanley Tollman alleging that Empire breached the terms of the Recapitalization Agreement by failing to use the funds from Kien Huat's 2009 investment to redeem the Series E preferred shares and pay dividends on the shares, and by paying in excess of \$1 million per year in operating expenses (including paying the settlement to Empire's former Chief Executive Officer, Joseph Bernstein) while not redeeming the Series E preferred shares and paying dividends on the shares. The plaintiffs had sought a preliminary injunction to require Empire to put funds into escrow sufficient to pay the purchase price for the redemption of the Series E shares and the dividends. On July 10, 2012, plaintiffs filed and served an amended complaint. The amended complaint, in addition to the allegations from the original complaint, alleged that Empire breached the terms of the Recapitalization Agreement in two additional ways by failing to use the funds from the 2004 issuance of senior secured convertible notes to redeem the Series E preferred shares and pay dividends, and by failing to use the funds from Kien Huat's 2010 investment to redeem the Series E preferred shares and pay dividends. Effective June 30, 2013, the parties consummated the closing of a Settlement Agreement and Release. Further, the Recapitalization Agreement was terminated and ceased to have any further force and effect as between Bryanston Group, Stanley Tollman and Empire.

Empire Resorts, Inc. v. the Bank of New York Mellon Corporation and the Depository Trust Company

On August 5, 2009, Empire filed a declaratory judgment action against the beneficial owners of senior notes, as well as the Depository Trust Company (“DTC”) and the Bank of New York Mellon Corporation (the “Trustee,” and together with DTC, the “defendants”). In the complaint, Empire sought a judicial determination that: (1) no “holder,” as defined under the applicable Indenture, delivered a put notice to the office of the Trustee within the lawfully mandated time for exercise of a holder’s put rights under the Indenture, and (2) the three entities that gave the purported notice of default may not and have not accelerated the senior notes or invoked certain other consequences of a default. On April 8, 2010, the Supreme Court of New York, Sullivan County granted the defendants’ motion for summary judgment. The Court’s decision provided that the defendants properly exercised the option requiring Empire to repurchase the senior notes, that Empire was in default under the senior notes with respect to its failure to repurchase the senior notes, and that Empire was obligated to repurchase the senior notes. On May 11, 2010, Empire filed a notice of appeal with the Third Judicial Department of the Appellate Division of the Supreme Court of the State of New York. Through settlement discussions with the holders of the senior notes, Empire redeemed a \$5 million principal amount of the senior notes on July 30, 2010 and an additional \$5 million principal amount of the senior notes on August 12, 2010. On September 23, 2010, Empire entered into a Settlement Agreement with the Trustee and the beneficial owners of approximately 93.7% of the outstanding principal amount of the senior notes.

Empire Resorts, Inc., Kien Huat Realty III Limited, and Casino Key Employee Joseph D’Amato

Bryanston Group, Inc. v. Kien Huat Realty III Limited, et al., Civ. No. 12-9396 (VM) (S.D.N.Y.)

On December 27, 2012, Bryanston Group, which holds Series E preferred shares of Empire, filed a complaint in the United States District Court for the Southern District of New York against Kien Huat and Colin Au, Joseph D’Amato and Emanuel Pearlman in their individual capacities and as Empire’s directors. With respect to Empire’s directors, the complaint alleged that Messrs. Au, D’Amato and Pearlman breached their fiduciary duties to Bryanston Group by approving a rights offering consummated on May 20, 2011, and not providing Bryanston Group with the right to participate in such rights offering. The complaint also sought a declaratory judgment stating that the Recapitalization Agreement gave Bryanston Group “priority over Defendants to the payment of dividends, redemption and/or satisfaction of shares” from Empire’s Net Available Cash Flow, as defined in the Recapitalization Agreement. The complaint also asserted related claims against Kien Huat for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with contract, and declaratory judgment. On March 29, 2013, Bryanston Group filed an amended complaint against Kien Huat, Mr. Au and Mr. D’Amato, and Empire as a nominal defendant. The amended complaint alleged that Mr. Au breached his fiduciary duty to Bryanston Group by providing materials related to a corporate opportunity to Kien Huat, which allegedly aided Kien Huat in usurping a corporate opportunity from Empire, and that Mr. D’Amato breached his fiduciary duty to Bryanston Group by approving a bonus plan for Empire executives. In connection with these allegations, the amended complaint also asserted claims against Kien Huat for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with contract, and declaratory judgment. Effective June 30, 2013, the parties consummated the closing of a Settlement Agreement and Release. Further, the Recapitalization Agreement was terminated and ceased to have any further force and effect as between Bryanston Group and Empire.



Empire Resorts, Inc. and Kien Huat Realty III Limited

Empire Resorts, Inc. v. Joseph E. Bernstein,
Civ. No. 10-00110 (SHS) (S.D.N.Y.)

On January 7, 2010, Empire filed a complaint in the United States District Court for the Southern District of New York against Joseph E. Bernstein, its former Chief Executive Officer. In the complaint, Empire sought injunctive relief, unspecified monetary damages and a judgment declaring that Mr. Bernstein is bound by the non-competition restrictions in his employment agreement. Prior to the expiration of his

employment agreement, Mr. Bernstein had made numerous financial demands upon Empire. After Empire refused his demands, Mr. Bernstein issued a 17-page letter to the New York State Racing and Wagering Board (“RWB”) making numerous accusations against Empire and certain of its directors (the “R&W Letter”), which Empire maintained were false and baseless. In the R&W Letter, Mr. Bernstein revealed Empire’s confidential and proprietary information and disclosed confidential attorney-client privileged communications. Empire cooperated fully with the RWB with respect to their investigation into the matter. Empire sought relief from Mr. Bernstein for the alleged: (1) breach of Mr. Bernstein’s employment agreement caused by his dissemination of Empire’s confidential information through the R&W Letter, (2) breach of Mr. Bernstein’s fiduciary duties to Empire caused by his improper use of and dissemination of the R&W Letter, (3) violation of Mr. Bernstein’s good faith and loyalty obligations to Empire as a result of, among other things, disclosing confidential information and attorney-client privileged information through the dissemination of the R&W Letter, and (4) tortious interference with prospective business relations caused by Mr. Bernstein’s attempted interference with Empire’s business relations with the St. Regis Mohawk Tribe. Prior to the issuance of the R&W Letter, Empire received a letter from Mr. Bernstein’s counsel alleging that Empire breached Mr. Bernstein’s employment agreement and summarizing Mr. Bernstein’s claims against Empire. Mr. Bernstein filed a third party complaint against Empire, Kien Huat and certain third party defendants in April 2010, alleging claims for tortious interference with contract based on alleged actions to prevent Mr. Bernstein from fulfilling his management duties as Chief Executive Officer of Empire. The third party complaint was never served on Kien Huat and related third party defendants. On May 13, 2010, Mr. Bernstein, Empire, Kien Huat and the third party defendants entered into a settlement agreement providing for the dismissal of all claims with prejudice.

A description of any judgments against the Applicant Party within the past ten (10) years, including the case name, number, court, and what the final ruling or determination was from the court, administrative body or other tribunal;

Empire Resorts, Inc., Montreign Operating Company, LLC, Kien Huat Realty III Limited, and Casino Key Employees

None of Montreign Operating Company, LLC, Empire, Kien Huat, or Montreign’s Casino Key Employees, specifically, Joseph D’Amato, Laurette Pitts, Nanette L. Horner and Charles Degliomini, have had any judgments against them within the past ten (10) years.

In instances where litigation is ongoing and the Applicant Party has been directed not to disclose information by the court, provide the name of the judge, location of the court, and case name and number;

Empire Resorts, Inc., Montreign Operating Company, LLC, Kien Huat Realty III Limited, and Casino Key Employees

None of Montreign Operating Company, LLC, Empire, Kien Huat, or Montreign’s Casino Key Employees, specifically, Joseph D’Amato, Laurette Pitts, Nanette L. Horner and Charles Degliomini, have been involved in any instances where litigation was ongoing and they have been directed not to disclose information by the court.

A statement whether the Applicant Party was indicted, accused or convicted of a crime or was a subject of a grand jury or criminal investigation during the past ten (10) years; and

Empire Resorts, Inc., Montreign Operating Company, LLC, Kien Huat Realty III Limited, and Casino Key Employees

None of Montreign Operating Company, LLC, Empire, Kien Huat, or Montreign’s Casino Key Employees, specifically, Joseph D’Amato, Laurette Pitts, Nanette L. Horner and Charles Degliomini, have been indicted, accused or convicted of a crime, or the subject of a grand jury or criminal investigation, during the past ten (10) years.

A statement whether the Applicant Party was the subject of any order, judgment or decree of any court, administrative body or other tribunal of competent jurisdiction permanently or temporarily enjoining it from or otherwise limiting its participation in any type of business, practice or activity during the past ten (10) years.

Empire Resorts, Inc., Montreign Operating Company, LLC, Kien Huat Realty III Limited, and Casino Key Employees

None of Montreign Operating Company, LLC, Empire, Kien Huat, or Montreign’s Casino Key Employees, specifically, Joseph D’Amato, Laurette Pitts, Nanette L. Horner and Charles Degliomini, have been the subject of any order, judgment or decree of any court, administrative body or other tribunal of competent jurisdiction permanently or temporarily enjoining them from, or otherwise limiting their participation in, any type of business, practice or activity during the past ten (10) years.