

Attachment VI.P.12.-1

Voting Proxy

This Voting Proxy is dated as of June 26, 2013. Capitalized terms used herein and not defined have the meaning ascribed to them in that certain Settlement Agreement and Release, dated as of June 12 2013, between Stanley Stephen Tollman, Bryanston Group, Inc., a corporation organized and existing under the law of the State of Georgia ("Bryanston"), Empire Resorts, Inc., a corporation organized and existing under the laws of the State of Delaware ("Empire"), Kien Huat Realty III Limited, a corporation organized in the Isle of Man, Colin Au Fook Yew and Joseph D'Amato (the "Settlement Agreement").

WHEREAS, Bryanston is the holder of One Million Five Hundred Fifty-One Thousand Two Hundred Thirteen (1,551,213) shares of Series E Preferred Stock of Empire (the "Preferred Shares"); and

WHEREAS, as a condition to the terms of the settlement under the Settlement Agreement, Bryanston desires to grant an irrevocable voting proxy, as set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, Bryanston and the Proxy Holder (defined below) hereto agree as follows:

1. Bryanston hereby irrevocably appoints Nanette L. Horner (together with any successors, the "Proxy Holder") as its attorney and proxy, with full power of substitution with respect to the Preferred Shares. Neither the Proxy Holder nor any nominee of the Proxy Holder will vote any of the Preferred Shares on any matter for which a vote of stockholders may be sought with respect to the Preferred Shares. This Voting Proxy will remain in full force and effect until the occurrence of the Concord Event and subsequent payment by Empire in connection therewith or full payment by Empire according to the Redemption Schedule to redeem, purchase and acquire from Bryanston the balance of Preferred Shares held by Bryanston. This Voting Proxy is irrevocable and is coupled with an interest sufficient in law to support an irrevocable proxy. This Voting Proxy shall revoke any other proxy granted by Bryanston at any time with respect to the Preferred Shares and no subsequent proxies will be given by Bryanston with respect to the Preferred Shares while the Voting Proxy is in effect. Nanette L. Horner and any successor Proxy Holder shall serve as the Proxy Holder in his or her capacity as an officer or executive of Empire, and not in an individual capacity.
2. **Succession.** In the event that Nanette L. Horner shall become incapacitated or deceased, or shall no longer be serving as the Chief Counsel or an officer of Empire, Joseph A. D'Amato shall succeed as Proxy Holder, provided that Joseph A. D'Amato is then currently serving as Chief Executive Officer or an officer of Empire. In the event that Nanette L. Horner and Joseph A. D'Amato are unable to serve as Proxy Holder for the reasons set forth above, or for any other reason whatsoever, the individual person serving in the role of Chief Counsel of Empire at such time, or if there is no individual then serving as Chief Counsel, then the individual serving as the Chief Executive Officer of Empire at such time, shall succeed as Proxy Holder.
3. **Miscellaneous.** The provisions of this Voting Proxy may be waived, altered, amended, supplemented or terminated, in whole or in part, only by a writing signed by the Proxy Holder and Bryanston. This Voting Proxy shall be governed by and construed under the laws of the State of New York. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. The parties hereto further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Voting Proxy. No party to this Voting Proxy is liable to any other party for losses due to, or if it is unable to

perform its obligations under the terms of this Voting Proxy because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Voting Proxy may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Voting Proxy may be transmitted by facsimile or pdf, and such facsimile or pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Voting Proxy is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A person who is not a party to this Voting Proxy shall have no right to enforce any term of this Voting Proxy. Bryanston represents, warrants and covenants that each document or notice provided by Bryanston to the Proxy Holder shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by Bryanston hereto to the fullest extent permitted by law, to the end that this Voting Proxy shall be enforced as written. Nothing in this Voting Proxy, whether express or implied, shall be construed to give to any person or entity other than the Proxy Holder and Bryanston any legal or equitable right, remedy, interest or claim under or in respect of this Voting Proxy or any funds or Preferred Shares.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Bryanston and Proxy Holder have executed this Voting Proxy as set forth above.

BRYANSTON GROUP, INC.,

a Georgia Corporation

By:  _____

Name: ANDREW L. ASHER

Title: SECRETARY / GEN. COUNSEL

Date: JUNE 26, 2013

NANETTE L. HORNER

By: _____

IN WITNESS WHEREOF, Bryanston and Proxy Holder have executed this Voting Proxy as set forth above.

BRYANSTON GROUP, INC.,
a Georgia Corporation

By: _____

Name: _____

Title: _____

Date: _____

NANETTE L. HORNER

By: 