

Madison Square Garden Co  
Form 10-K/A  
August 08, 2011  
Table of Contents

**UNITED STATES SECURITIES AND EXCHANGE  
COMMISSION**

WASHINGTON, D.C. 20549

**FORM 10-K/A**

(Amendment No. 2)

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2010

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

<b>Commission File</b>	<b>Registrant; State of Incorporation;</b>	<b>IRS Employer</b>
<b>Number</b>	<b>Address and Telephone Number</b>	<b>Identification No.</b>
1-34434	<b>The Madison Square Garden</b>	27-0624498

**Company**

Delaware

Two Penn Plaza

New York, NY 10121

(212) 465-6000

**Securities registered pursuant to Section 12(b) of the**

**Name of each Exchange on which Registered:**

**Act:**

**Title of each class:**

Class A Common Stock

The NASDAQ Stock Market LLC

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

## Edgar Filing: Madison Square Garden Co - Form 10-K/A

Yes  No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes  No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant has been required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by a check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

**Table of Contents**

Indicate by check mark whether each Registrant is a large accelerated filer, accelerated filer, non-accelerated filer or smaller reporting company. See definition of large accelerated filer and accelerated filer in Exchange Act Rule 12b-2.

Large accelerated <input type="checkbox"/>	Accelerated <input type="checkbox"/>	Non-accelerated <input checked="" type="checkbox"/>	Smaller reporting <input type="checkbox"/>
filer	filer	filer	company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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Aggregate market value of the voting and non-voting common equity held by non-affiliates of Madison Square Garden, Inc. computed by reference to the price at which the common equity was last sold on The NASDAQ Stock Market LLC as of June 30, 2010: \$1,196,112,165.

Number of shares of common stock outstanding as of July 29, 2011:

Class A Common Stock 62,077,034

Class B Common Stock 13,588,555

Documents incorporated by reference None in this Amendment No. 2 on Form 10-K/A.

**Table of Contents**

**TABLE OF CONTENTS**

	Page
<b>ITEM 9A. <u>CONTROLS AND PROCEDURES</u></b>	<b>1</b>
<u>EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES</u>	1
<u>MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING</u>	2
<u>CHANGES IN INTERNAL CONTROLS</u>	2
<b>ITEM 11. <u>EXECUTIVE COMPENSATION</u></b>	<b>2</b>
<u>COMPENSATION DISCUSSION AND ANALYSIS</u>	2
<u>Overview of Executive Compensation Program</u>	3
<u>Compensation Consultant</u>	3
<u>Role of Executives in Determining Compensation</u>	3
<u>Executive Compensation Program Objectives and Philosophy</u>	4
<u>Compensation Practices and Policies</u>	4
<u>Elements of In-Service Compensation</u>	5
<u>Benefits</u>	10
<u>Perquisites</u>	11
<u>Post-Termination Compensation</u>	12
<u>Tax Deductibility of Compensation</u>	12
<u>REPORT OF COMPENSATION COMMITTEE</u>	13
<u>EMPLOYMENT AGREEMENTS</u>	13
<u>EXECUTIVE COMPENSATION TABLES</u>	21
<u>TERMINATION AND SEVERANCE</u>	31
<u>Separation from the Company</u>	31
<u>Quantification of Termination and Severance</u>	31
<u>TREATMENT OF LEGACY CABLEVISION OPTIONS, RIGHTS, RESTRICTED STOCK, RESTRICTED STOCK UNITS AND OTHER AWARDS</u>	36
<b>ITEM 15. <u>EXHIBITS AND FINANCIAL STATEMENTS SCHEDULES</u></b>	<b>38</b>

**Table of Contents**

**EXPLANATORY NOTE**

This Amendment No. 2 on Form 10-K/A (this Amendment No. 2) amends the Annual Report on Form 10-K of The Madison Square Garden Company (the Company) for the fiscal year ended December 31, 2010, originally filed with the Securities Exchange Commission (the SEC) on March 4, 2011 (the Original Filing), as amended in the Company's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2010, as filed with the SEC on April 1, 2011 (the Amendment No. 1). The amendments are in response to comments on the Original Filing and the Amendment No. 1 provided by the SEC Staff.

The Company is amending the disclosure included in Part II, Item 9A of the Original Filing to include a statement of management's conclusion that the Company maintained effective internal control over financial reporting as of December 31, 2010. The conclusion had been inadvertently omitted from the Original Filing. Prior to the Original Filing, the Company had conducted an assessment of the effectiveness of the Company's internal control over financial reporting based upon the *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and concluded that the Company maintained effective internal control over financial reporting as of December 31, 2010. Furthermore, as described in the Report of Independent Registered Public Accounting Firm on pages F-1 and F-2 of the Original Filing, KPMG LLP had also concluded that the Company had maintained, in all material respects, effective internal control over financial reporting as of December 31, 2010.

The Company is also amending the disclosure included in Part III, Item 11 to (i) provide additional information regarding performance targets, achievement thereof and individual performances relating to annual cash incentive awards and restricted stock unit grants, and (ii) provide revised restricted stock and restricted stock unit award values in the Summary Compensation Table and Grants of Plan-Based Awards Table using FASB ASC Topic 718 methodology.

Pursuant to Rule 12b-15 under the Securities and Exchange Act of 1934, as amended (the Exchange Act), this Amendment also contains new certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

Pursuant to Rule 12b-15 under the Exchange Act, Item 9A and Item 11 have been amended and restated. Other than as described above, no other changes have been made to those Items and no changes have been made to other Items included in the Original Filing and this Amendment does not reflect events occurring after the Original Filing or modify or update those disclosures affected by subsequent events. Accordingly, this Amendment should be read in conjunction with the Company's other filings made with the Securities and Exchange Commission subsequent to the filing of the Original Filing. A copy of the Original Filing and this Amendment may be obtained free of charge by writing to The Madison Square Garden Company, Two Penn Plaza, New York, NY 10121; Attention: Corporate Secretary.

**Table of Contents**

**PART II**

**Item 9A. Controls and Procedures**

***Evaluation of Disclosure Controls and Procedures***

An evaluation was carried out under the supervision and with the participation of the Company's management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934). Based upon that evaluation as of December 31, 2010, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in alerting them in a timely manner to material information required to be disclosed in our periodic reports filed with the SEC.

## **Table of Contents**

### ***Management's Annual Report on Internal Control Over Financial Reporting***

The Company's management is responsible for establishing and maintaining effective internal control over financial reporting as defined in Rules 13a-15(f) under the Securities Exchange Act of 1934, as amended. The Company's internal control over financial reporting is a process designed under the supervision of the Company's Chief Executive Officer and Chief Financial Officer to provide reasonable assurance to the Company's management and Board of Directors regarding the reliability of financial reporting and the preparation of the Company's external financial statements, including estimates and judgments, in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those internal controls determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

The Company's management conducted an assessment of the effectiveness of the Company's internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission, management concluded that our internal control over financial reporting was effective as of December 31, 2010.

The effectiveness of our internal control over financial reporting as of December 31, 2010, has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included herein.

### ***Changes in Internal Controls***

During our most recent fiscal quarter, there has not been any change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART III**

### **Item 11. Executive Compensation *Compensation Discussion and Analysis***

Madison Square Garden, Inc. compensates its named executive officers through salary, bonus, long-term incentive awards, perquisites and fringe benefit programs. Our annual and long-term incentive programs provide meaningful performance-based incentives for our management tied to key financial measures that drive stockholder value and reward sustained achievement of our key financial goals.

This Compensation Discussion and Analysis presents historical and current information and analysis related to the compensation programs for our named executive officers. For purposes of this Compensation Discussion and Analysis, Messrs. James L. Dolan, Hank J. Ratner, Robert M. Pollichino, Lawrence J. Burian and Joseph F. Yospe are referred to collectively as our named executive officers (NEOs). This Compensation Discussion and Analysis describes the specific arrangements that the Company has in place for its NEOs as well as a discussion of our compensation philosophy for the NEOs in 2010. It is anticipated that the elements of our compensation will be similar in the future. However, the Compensation Committee of our Board will review all aspects of compensation and make appropriate adjustments.

The historical compensation information presented in our Executive Compensation Tables for fiscal year 2009 for Messrs. James L. Dolan, Hank J. Ratner and Robert M. Pollichino relates to services rendered by these executives, each of whom was an executive of Madison Square Garden, L.P., while it was a subsidiary of Cablevision. Messrs. Dolan and Ratner were also named executive officers of Cablevision in 2009. The services

## **Table of Contents**

rendered by these executives in 2009 were, in some instances, in capacities not equivalent to the positions in which they serve the Company or our subsidiaries. The 2009 historical compensation information is therefore not necessarily indicative of the compensation amounts, philosophy or benefits these individuals, or other executive officers of our Company, receive as executive officers of the Company as a separate public company. Mr. Burian and Mr. Yospe were neither named executive officers of Cablevision nor officers of Madison Square Garden, L.P. in 2009. All of the information set forth in this Form 10-K/A relating to Cablevision compensation amounts and benefits has been provided by Cablevision or has otherwise been obtained from Cablevision's public filings with the SEC. With respect to current compensation, we have presented information below under "Elements of In-Service Compensation" and "Employment Agreements" concerning the compensation that Messrs. Dolan, Ratner and Pollichino receive from the Company under employment agreements which each officer has entered into with the Company and which became effective on the Distribution Date. We have presented similar information for Lawrence J. Burian, who became an executive officer of the Company in connection with the Distribution and Joseph F. Yospe who became an executive officer of the Company on February 26, 2010. In 2010, Messrs. Burian and Yospe were each a party to employment agreements with the Company. Mr. Yospe's employment agreement expired on February 26, 2011, and he remains an at-will employee of the Company. Information concerning the Company's employment agreements with these executive officers is set forth below under "Employment Agreements."

### **Overview of Executive Compensation Program**

Our executive compensation program is administered by our Compensation Committee. The responsibilities of the Compensation Committee are set forth in its charter. Among other responsibilities, the Compensation Committee (1) establishes our general compensation philosophy and, in consultation with management, oversees the development and implementation of compensation programs; (2) reviews and approves corporate goals and objectives relevant to the compensation of our executive officers, evaluates their performance in light of those goals and objectives and determines and approves their respective compensation level based on this evaluation; (3) oversees the activities of the committee or committees administering our retirement plans; and (4) administers our stockholder-approved compensation plans. For more information about the Compensation Committee, please see "Directors, Executive Officers and Corporate Governance - Our Directors - Board Committees - Compensation Committee."

### **Compensation Consultant**

In accordance with its charter, the Compensation Committee has the authority to engage outside consultants to assist in the performance of its duties and responsibilities. Our Compensation Committee utilizes the services of a compensation consultant to assist in determining whether the elements of our executive compensation program are reasonable and consistent with our objectives. The compensation consultant advises the Compensation Committee on designing our executive compensation program and the reasonableness of individual compensation awards for our NEOs. The compensation consultant reports directly to our Compensation Committee, and, at the request of the Compensation Committee, the compensation consultant meets with members of our management from time to time for purposes of gathering information on management proposals and recommendations to be presented to our Compensation Committee.

In February 2010 our Compensation Committee engaged ClearBridge Compensation Group (the "compensation consultant") to serve as its independent compensation consultant. In such capacity, the compensation consultant attended all meetings of the Compensation Committee, and provided advice and recommendations in connection with the structure of 2010 compensation program, including on the design of the executive compensation program and the reasonableness of individual compensation targets and awards. Such advice and recommendations incorporated both market data and Company-specific factors. In 2010, the compensation consultant did not provide any other services for the Company.

### **Role of Executives in Determining Compensation**

The Compensation Committee reviews the performance and compensation of the Executive Chairman and the President and Chief Executive Officer and, following discussions with its compensation consultant, establishes each of their compensation. The management of the Company provides to the Compensation Committee, either



## **Table of Contents**

directly or through the compensation consultant, management's recommendations on the compensation for executive officers other than the Executive Chairman and the President and Chief Executive Officer. The President and Chief Executive Officer and Chief Financial Officer assist the Compensation Committee and its compensation consultant as described in this Compensation Discussion and Analysis. Other members of management provide support to the Compensation Committee as needed. Based upon a review of performance and historical compensation, recommendations and information from members of management, and discussions with its compensation consultant, the Compensation Committee determines and approves compensation for the executive officers.

### **Executive Compensation Program Objectives and Philosophy**

The Company is a fully integrated sports, entertainment and media business comprised of dynamic and powerful brands. Madison Square Garden's business grew from the legendary venue widely known as The World's Most Famous Arena.

In support of its business objectives, the Company places great importance on its ability to attract, retain, motivate and reward experienced executive officers who can continue to achieve strong financial, operational and stock performance. The Company strives to do so by developing executive compensation policies and programs that are consistent with, explicitly linked to, and supportive of, the strategic objectives of growing the Company's businesses and maximizing stockholder value. Our NEOs, who are the five executive officers listed in the tables under Executive Compensation Tables below, have a combined total of more than 90 years of professional experience in the industries in which the Company operates.

The following principles describe the key objectives of our executive compensation program:

the majority of compensation for the Company's executive officers should be at risk and based on the performance of the Company, so that actual compensation levels depend upon the Company's actual performance as determined by the Compensation Committee;

incentive compensation of the Company's executive officers should focus more heavily on long-term rather than short-term accomplishments and results;

equity-based compensation should be used to align the interests of our executive officers with our stockholders' interests; and

the overall executive compensation program should be competitive, equitable and structured so as to ensure the Company's ability to attract, retain, motivate and reward the talented executives who are essential to the Company's continuing success. Total direct compensation, rather than individual compensation elements, is the Compensation Committee's focus in providing competitive compensation opportunities.

In designing the executive compensation program, the Compensation Committee seeks to fulfill these objectives by maintaining appropriate balances between (1) short-term and long-term compensation, (2) cash and equity compensation, and (3) performance-based and non-performance-based compensation.

### **Compensation Practices and Policies**

#### ***General***

The following discussion describes the practices and policies implemented by the Compensation Committee during 2010. It should be noted that as a result of the Distribution in February 2010, our 2010 compensation practices and policies with respect to the Company's NEOs and other employees were partly determined by Cablevision's compensation committee. As discussed in greater detail below under Employment Agreements, much of the NEOs' compensation is covered by employment agreements which, in the case of

## **Table of Contents**

Messrs. Dolan, Ratner, Pollichino and Burian, were entered into prior to the Distribution and approved by Cablevision's compensation committee.

### ***Performance Objectives***

As described below under Elements of In-Service Compensation, the Company grants performance-based cash incentive compensation as important elements of executive compensation.

Generally, the performance metrics for the Company's incentive compensation have been based on net revenues and on the adjusted operating cash flow, or AOCF, of its business units. The Company defines AOCF, which is a non-GAAP financial measure, as operating income (loss) before depreciation and amortization, excluding share-based compensation expense or benefit and restructuring charges or credits. Because it is based upon operating income (loss), AOCF also excludes interest expense (including cash interest expense) and other non-operating income and expense items.

The Company considers these performance measures to be key measures of the Company's operating performance. At the time of grant of an award, the performance measures used may contemplate certain potential future adjustments and exclusions.

### ***Tally Sheets***

The Compensation Committee has reviewed tally sheets setting forth all components of compensation payable, and the benefits accruing, to the NEOs for the completed fiscal year, including all cash compensation, perquisites and the current value of outstanding equity-based awards. The tally sheets also set forth potential payouts to the executive officers upon various termination scenarios. The Compensation Committee considers the information presented in the tally sheets in determining future compensation.

### ***Benchmarking***

As part of the Compensation Committee's review of the total 2010 compensation, the compensation consultant assisted the Compensation Committee in: (1) determining if a peer group should be used for comparative purposes, (2) assessing executive compensation in light of internal and external considerations and (3) reviewing the Company's equity and cash-based executive incentive programs, taking into account evolving market trends. The Compensation Committee reviewed and compared several elements of compensation from companies of varying size in the same industry or industries as the Company as well as companies of varying size in the general market to evaluate the competitiveness and appropriateness of our compensation program. With the assistance of the compensation consultant, the Compensation Committee determined not to use peer group or target positioning in determining compensation given the limited number of comparable publicly-traded companies. Rather, the Compensation Committee used internal information (historical metrics, job responsibility, parity among executive officers and attraction and retention of talent) and market data (industry-related and broad market data) to assess and determine compensation levels.

### ***Use of Compensation Surveys and Other Comparative Data***

In connection with the compensation planning process, the Compensation Committee considered internal and external sources of information to determine appropriate level and mix of compensation. In order to obtain a general understanding of current compensation practices, the Compensation Committee considered multiple broad-based compensation surveys prepared by a variety of different compensation firms and industry groups.

### **Elements of In-Service Compensation**

Our executive compensation philosophy is reflected in the principal elements of our executive compensation program, each of which is important to the Company's desire to attract, retain, motivate and reward highly-qualified executive officers. The compensation program included the following key elements in 2010: base salary, annual cash incentives, long-term incentives, retirement, health and welfare and other benefits, which are

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**Table of Contents**

generally provided to all other eligible employees, and additional executive benefits, including post-termination compensation under certain circumstances and certain perquisites, as described below.

A significant percentage of total direct compensation is allocated to incentive compensation in accordance with the Compensation Committee's philosophy as described above. The Compensation Committee reviews historical Company compensation, historical Cablevision compensation (where appropriate), other information provided by the compensation consultant and other factors, such as experience, performance and length of service to determine the level and mix of compensation for executive officers, by position, that the Compensation Committee has deemed appropriate.

As noted in greater detail below under *Employment Agreements*, two of our NEOs, Messrs. Dolan and Ratner, are also employed by Cablevision, as its President and Chief Executive Officer, and its Vice Chairman, respectively. Messrs. Dolan and Ratner are separately compensated by Cablevision with respect to such employment.

***Base Salaries***

Our Compensation Committee is responsible for setting the base salaries of the executive officers. Base salaries for these executives have been set at levels that are intended to reflect the competitive marketplace in attracting and retaining quality executives. Each of the employment agreements of the executive officers contains a minimum base salary level. For information regarding these minimum base salary levels, please see *Employment Agreements* below. The Compensation Committee currently reviews the salaries of the executive officers no less frequently than on an annual basis. The Compensation Committee evaluates each executive's performance and experience and based, on their performance and in accordance with the terms of the employment agreements, the Compensation Committee, in its discretion, may increase base salaries for the executive officers over time. The base salaries earned by the NEOs in 2010 were as follows: Mr. Dolan \$440,385; Mr. Ratner \$1,056,923; Mr. Pollichino \$685,979; Mr. Burian \$542,308; and Mr. Yospe \$332,308. See footnote 1 to *Executive Compensation Table Summary Compensation Tables* for a more detailed discussion of the 2010 base salaries. Effective March 1, 2011, annual base salaries to be earned by Messrs. Pollichino, Burian and Yospe were increased to \$718,000, \$615,000 and \$410,000, respectively. Base salaries for Messrs. Dolan and Ratner did not change from 2010.

***Annual Cash Incentives***

Under our executive compensation program, annual incentive awards, or bonuses, are made to executive officers and certain other members of management. Annual incentive awards are designed to link executive compensation directly to the Company's performance and provide incentives and rewards for excellent business performance during the year. For the NEOs and other individuals that the Compensation Committee determines may be covered by Section 162(m) of the Internal Revenue Code of 1986, as amended (the *Code*), 2010 bonuses were granted under the Company's 2010 Cash Incentive Plan (the *CIP*), a plan approved by CSC Holdings (as sole stockholder) prior to the Distribution Date and administered by the Compensation Committee, please see *Tax Deductibility of Compensation* below. For all other members of management, bonuses were granted under the Company's management performance incentive program (*MPIP*) administered by the Compensation Committee.

Each bonus-eligible employee is assigned a target bonus equal to a percentage of that employee's annual base salary. The target bonuses are determined based upon the applicable employee's position, grade level, responsibilities, and historical and expected future contributions to the Company. In addition, each of the employment agreements of the executive officers contains a minimum target bonus level. For information regarding these minimum target bonus levels, please see *Employment Agreements* below. The Compensation Committee currently reviews the target bonus levels of the executive officers no less frequently than on an annual basis. The Compensation Committee evaluates each such executive's performance, experience, and based on their performance and in accordance with the terms of the employment agreements, the Compensation Committee, in its sole discretion, may set target bonus levels for the executive officers. Target bonus levels for the NEOs in 2010 were as follows: Mr. Dolan 200% of annual base salary; Mr. Ratner 200% of annual base salary; Mr. Pollichino 60% of annual base salary; Mr. Burian 60% of annual base salary and Mr. Yospe 45% of annual base salary.

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**Table of Contents**

The payment of annual incentive awards under the CIP is conditioned upon the satisfaction of one or more performance objectives established by the Compensation Committee. Any such performance objective is subject to various adjustments such as for acquisitions and dispositions and investments in new venues or business ventures. The performance metrics were designed to achieve tax deductibility under Code Section 162(m). Upon achievement of the performance objective(s), each NEO would be eligible to receive payment of an annual incentive bonus equal to the lesser of \$10 million and two times the executive's target bonus, subject to the Compensation Committee's discretion to reduce the award. In general, under the CIP, regardless of whether the Company achieves, exceeds or fails to achieve its target performance objective(s), the Compensation Committee has the discretion only to decrease bonuses if the Company wishes to preserve the Code Section 162(m) deduction. With respect to 2010, the Compensation Committee certified the awards as achieved by virtue of the 2010 AOCF of the business units (\$229.1 million) exceeding 90% of the 2009 AOCF of the business units (the 90% target was \$125.8 million). AOCF of the Company's business units is based upon the AOCF of the Company's reporting segments less the cost of the Company's long term incentive program that is included as an expense of the segments. The Compensation Committee applied negative discretion under the CIP to bring payouts generally in line with calculated payouts under the MPIP for individuals who hold corporate positions (as described below), with two adjustments based on individual performance. When applying negative discretion under the Company's CIP, the Compensation Committee reduced the annual cash bonuses payable to Messrs. Pollichino and Burian to amounts that were higher than they would otherwise have been if they had been reduced on the same basis as the annual bonuses of the other NEOs. This treatment of the awards to Messrs. Pollichino and Burian was based upon senior management's recommendation that the personal performance of Messrs. Pollichino and Burian warranted a smaller discretionary reduction because of the extraordinary efforts and achievements of those individuals during 2010 in causing the Company's finance and legal functions, respectively, to undertake the changes necessitated as a result of the Company becoming a public reporting company. In March 2011, the 2010 annual bonuses were paid by the Company to the NEOs as follows: Mr. Dolan \$1,154,688; Mr. Ratner \$2,771,253; Mr. Pollichino \$589,591; Mr. Burian \$476,579 and Mr. Yospe \$235,980.

The payment of annual incentive awards under the MPIP is conditioned upon the satisfaction of one or more performance objectives established by the Compensation Committee depending upon the applicable eligible employee's specific business unit. For 2010, under the MPIP, these performance objectives related to items such as net revenues, AOCF of the business units, sponsorship, signage and advertising revenue, and other division-specific strategic and operating metrics. For individuals who hold corporate positions at the Company, the MPIP performance objectives were predominantly based on a weighted average of the calculations of the comparisons of all of the business units' performances against the respective units' performance objectives. Bonuses awarded under the MPIP may also be adjusted based on recipients' individual performances. To the extent the Company exceeds the MPIP performance objectives, eligible employees may receive payments greater than their target bonuses.

***Long-term Incentives***

Our executive compensation program is designed to achieve the objectives described above under Executive Compensation Program Objectives and Philosophy. Our core long-term incentive program in 2010 consisted of two elements: restricted stock units and cash performance awards. These long-term incentives were awarded to members of management based upon each individual's grade level and delivered as follows:

40% of the value of their long-term incentive awards in restricted stock units; and

60% of the value of their long-term incentive awards in cash performance awards.

The overall value delivered to each NEO was consistent with the amount contemplated by each NEO's employment agreement. Pursuant to his employment agreement, Mr. Ratner, in addition to his 2010 long-term incentive award grants, was provided a special one-time equity award which the Compensation Committee determined to grant 50% in shares of restricted stock and 50% in restricted stock units.

We believe that restricted stock units provide the NEOs with an incentive to improve the Company's stock price performance and a direct alignment with stockholders' interests, as well as a continuing stake in the long-term

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## Table of Contents

success of the Company. The cash performance awards provide strong incentives for the NEOs to help the Company achieve specific long-term financial objectives by linking each executive's actual payout to whether the Company's target performance objectives are achieved. In addition, because these equity and cash awards vest in their entirety on the third anniversary of the grant date (*i.e.*, cliff vesting), we believe these awards provide strong incentives for the executives to remain with the Company.

Our goal is generally to make annual long-term incentive grants to eligible employees after the public announcement of our annual financial information. Restricted stock units and cash performance awards were granted in March 2010. In connection with the six month transition period ending June 30, 2011 (due to the change in our fiscal year as described above), the long-term incentive awards granted in March 2011 were granted entirely in restricted stock units and were pro-rated to reflect the six month transition period. The Company expects that going forward, long-term incentive awards will consist of a mix of restricted stock units and cash performance awards.

### Restricted Stock Units

Under our executive compensation program, annual long-term incentive grants of restricted stock units are made to executive officers and certain other members of management pursuant to the Company's 2010 Employee Stock Plan (the "Equity Plan"). If the recipient remains employed by the Company through the date that the restrictions lapse, an award of a restricted stock unit will be settled in a share of Class A common stock or, at the Compensation Committee's discretion, in a cash amount equal to the value of one share of Class A common stock as of the date such restrictions lapse. Under the current executive compensation program, restricted stock unit awards will cliff vest on the third anniversary of the date of grant so long as the recipient is continuously employed until such date. The restricted stock units granted to the NEOs also include a performance condition designed to achieve tax deductibility under Code Section 162(m). In March 2010, the Compensation Committee approved the following awards of restricted stock units to the NEOs: Mr. Dolan 35,000 units; Mr. Ratner 107,800 units; Mr. Pollichino 19,000 units; Mr. Burian 12,000 units and Mr. Yospe 8,200 units. Such 2010 restricted stock units will vest in March 2013, as long as the recipient is continuously employed until such date. The performance objectives with respect to those awards required the AOCF of the Company's business units in any of 2010, 2011 or 2012 to exceed 90% of 2009 AOCF of the business units. The Compensation Committee certified the awards as achieved by virtue of the 2010 AOCF of the business units (\$229.1 million) exceeding 90% of the 2009 AOCF of the business units (the 90% target was \$125.8 million). AOCF of the Company's business units is based upon the AOCF of the Company's reporting segments less the cost of the Company's long term incentive program that is included as an expense of the segments. Additional information regarding restricted stock unit awards for the NEOs in 2010 is set forth in the Summary Compensation Table and the Grants of Plan-Based Awards table under "Executive Compensation Tables" below. More information regarding other equity grants for the NEOs appears in the Outstanding Equity Awards at Fiscal Year-End table under "Executive Compensation Tables" below.

In addition to the above-described equity awards, in connection with Mr. Ratner's employment agreement with the Company, in March 2010 Mr. Ratner received a special one-time equity grant awarded equally in restricted stock and restricted stock units with a target value of \$4,750,000. Such grant consisted of 118,500 restricted stock units and 118,500 shares of restricted stock.

These awards are subject to the same vesting terms and performance conditions as the restricted stock unit awards described above. See Employment Agreements.

### Cash Performance Awards

Under our executive compensation program, grants of long-term cash performance awards are made to executive officers and certain other members of management pursuant to the Company's CIP. The current executive compensation program contemplates annual grants of three-year performance awards to executive officers and other members of management to be earned on the basis of long-term performance relative to pre-established financial goals. The Compensation Committee sets the performance objectives for each award in the first quarter of the year of grant. Each recipient is eligible to receive a specified dollar amount, depending on the

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**Table of Contents**

employee's grade level, to the extent that the Company's target performance objectives are achieved and the recipient is continuously employed through the payment date.

The cash performance awards granted in 2010 will be payable in 2013 if the Company achieves specified targets of net revenues and AOCF of the business units in the year ending December 31, 2012. The target levels of net revenues and AOCF of the business units were derived from the Company's five-year plan for its operating business units presented to the Board in connection with the Company's 2010 annual budget. These targets were intended to measure ongoing operating performance of the Company and are subject to various adjustments such as for acquisitions and dispositions and investments in new venues or business ventures and exclude all charges for long-term performance based compensation. The awards provide for a potential payout on a sliding scale such that the actual payment may range from 0% of the long-term cash performance award if the Company fails to achieve threshold levels of performance (for example, if both net revenues and AOCF of the business units fail to reach at least 85% and 75%, respectively, of the targets) to 110% of the long-term cash performance award if the Company exceeds the threshold levels of performance by a certain percentage (for example, if both net revenues and AOCF of the business units equal or exceed 115% and 125%, respectively, of the targets). If the Company exceeds threshold levels but does not achieve the targeted rates, or if the Company achieves or exceeds one target but not both, the award provides for partial payments. Fifty percent of the award is tied to achievement of net revenue goals, and 50% of the award is tied to achievement of business unit AOCF goals. Based on the experience and grade level of the NEOs in 2010, the Compensation Committee granted performance awards with the following targeted amounts: Mr. Dolan \$1,050,000; Mr. Ratner \$3,240,000; Mr. Pollichino \$570,000; Mr. Burian \$360,000 and Mr. Yospe \$246,000. Such awards will be payable in 2013, subject to continued employment requirements, if the Company achieves specified targets of net revenues or AOCF of the business units in the year ending December 31, 2012. Performance awards for the NEOs granted in 2010 are set forth in the Grants of Plan-Based Awards table under Executive Compensation Tables below.

Because the targets for all performance awards have been derived from the Company's confidential five-year strategic plans, which are not disclosed publicly for competitive reasons, we do not believe it is appropriate to disclose specific numerical targets. Disclosure of these targets could provide information that could lead to competitive harm. We believe that our five-year plans, and consequently the targets set for the performance awards, are ambitious and reflect desired above-market performance. In determining the threshold levels of performance, the Compensation Committee considered, among other factors, the Company's five-year plans and the degree of difficulty in achieving the targets. The Compensation Committee believes that the lowest levels on the sliding scale should be achieved, although there can be no assurance this will occur. As the payout scale increases, the likelihood of achievement decreases and the payouts increase. The Compensation Committee has the authority to amend or waive the performance targets under these awards and to make interpretations and adjustments thereto.

**Outstanding Awards**

In addition to the long-term incentive awards described above, certain of our executives (including all NEOs other than Mr. Yospe) have outstanding equity awards that were granted by Cablevision in connection with their service as employees of Cablevision prior to the Distribution. As part of the Distribution, Cablevision stock options and stock appreciation rights were adjusted according to the 1:4 distribution ratio (*i.e.*, one share of the Company's common stock for every four shares of Cablevision) into two separate awards by each of Cablevision and the Company which were equivalent in value to the pre-Distribution Cablevision awards. To effect the foregoing, the Compensation Committee approved the Company equity awards of stock options and stock appreciation rights. Additionally, shares of Company stock were issued as dividends on outstanding Cablevision restricted stock awards. Such shares of Company stock are restricted on the same basis as the underlying Cablevision shares, and are referred to in this Compensation Discussion and Analysis and the Executive Compensation Tables as

Distribution-related shares. Grants of any such stock options, stock appreciation rights or Distribution-related shares received by the NEOs are set forth in the Outstanding Equity Awards at Fiscal Year End table under Executive Compensation Tables below and are discussed in greater detail under Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards below.

Additionally, certain of our executives (including all NEOs other than Mr. Yospe) have outstanding long-term cash performance awards that were granted by Cablevision in connection with their service as employees of Cablevision prior to the Distribution. We are not responsible for any payments associated with the long-term cash

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## **Table of Contents**

performance awards granted by Cablevision to Mr. Dolan or Mr. Ratner that were outstanding as of the Distribution. Payment of such awards is the sole responsibility of Cablevision. Payments of any Cablevision long-term cash awards granted to Mr. Pollichino will be the responsibility of the Company. The Company has assumed all long-term cash awards granted by Cablevision to Mr. Burian that were outstanding as of the Distribution; however, Cablevision has paid the amount accrued through February 1, 2010, the date he transferred to the Company. See *Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards* for a further discussion.

In addition to the outstanding equity and cash performance awards, Cablevision's former executive compensation program also included special retention incentives called deferred compensation awards. These awards were generally made to its executive officers and other members of Cablevision management. The purpose of these deferred compensation awards was to attract and retain senior executives. Messrs. Dolan, Ratner, Pollichino and Burian received these awards in October 2004. As discussed below, under *Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards*, the deferred compensation awards for Messrs. Dolan and Ratner remain a liability of Cablevision.

The Cablevision deferred compensation awards granted to Messrs. Pollichino and Burian contemplate an initial award amount for each recipient of \$500,000. Each year, on the anniversary date of the award, the award amount grows by an additional amount equal to the lesser of 20% of the individual's annual base salary in effect at that time and \$150,000. In addition, the award amount is increased by quarterly interest, at an annual interest rate equal to the average of the one-year LIBOR fixed-rate equivalent for the 10 business days immediately preceding October 1<sup>st</sup> of each year. The deferred compensation award is paid in installments: 50% of the then current award amount was paid on the fifth anniversary of the effective date of the award (October 2009 for Messrs. Pollichino and Burian), and the balance of the then-current award amount is payable on the seventh anniversary of the effective date (October 2011 for Messrs. Pollichino and Burian), so long as the recipient continues to be employed by the Company or one of its respective affiliates. For 2010, information regarding the Cablevision deferred compensation awards of Messrs. Pollichino and Burian is set forth in the Summary Compensation Table.

## **Benefits**

Benefits offered to executive officers generally provide for retirement income and serve as a safety net against hardships that can arise from illness, disability or death. The executive officers are generally eligible to participate in the same health and welfare benefit plans made available to the other benefits-eligible employees of the Company, including, for example, medical, dental, vision, life insurance and disability coverage. Notwithstanding the foregoing, Mr. Dolan does not participate in certain Company benefit plans, including the Company's qualified defined benefit and defined contribution pension plans, and the Company's medical, dental and vision plans. Mr. Dolan receives pension and health benefits from Cablevision.

### ***Defined Benefit Plans***

The Company maintains the Madison Square Garden, L.P. Cash Balance Pension Plan, a tax-qualified defined benefit plan, for participating employees, including executive officers. Under the Madison Square Garden, L.P. Excess Cash Balance Plan, a non-qualified deferred compensation plan, the Company provides additional benefits to employees, including executive officers, who are restricted by the applicable Internal Revenue Service (IRS) annual compensation limitation.

The Company also maintains the Madison Square Garden, L.P. Retirement Plan, a tax-qualified defined benefit plan, under which all benefit accruals have been frozen effective January 1, 2008. Effective March 1, 2011, the frozen Madison Square Garden, L.P. Retirement Plan was merged into the Madison Square Garden, L.P. Cash Balance Pension Plan. Under the Madison Square Garden, L.P. Excess Retirement Plan, a non-qualified deferred compensation plan, the Company provided additional benefit accruals (until January 1, 2008) to employees, including executive officers, who were restricted by the applicable IRS annual compensation limitation. The Excess Retirement Plan was frozen at the same time as the related qualified plan.

More information regarding the Madison Square Garden, L.P. Cash Balance Pension Plan, the Madison Square Garden, L.P. Excess Cash Balance Plan, the Madison Square Garden, L.P. Retirement Plan, and the

## **Table of Contents**

Madison Square Garden Excess Retirement Plan is provided in the Pension Benefits table under Executive Compensation Tables below.

### ***Defined Contribution Plans***

Under the Madison Square Garden, L.P. 401(k) Savings Plan, a tax-qualified retirement savings plan, participating employees, including executive officers, may contribute into their plan accounts a percentage of their eligible pay on a before-tax basis as well as a percentage of their eligible pay on an after-tax basis. The Company matches 50% of the first 6% of eligible pay contributed by participating employees. The Company matching contributions are subject to vesting limitations for the first three years of employment.

In addition, the Company offers the Madison Square Garden, L.P. Excess Savings Plan, a non-qualified deferred compensation plan, to employees, including executive officers, who are restricted by the applicable IRS annual compensation limitation and/or the pre-tax income deferral limitation. More information regarding the Excess Savings Plan is provided in the Nonqualified Deferred Compensation table under Executive Compensation Tables below.

Matching contributions made by the Company under the Madison Square Garden, L.P. Savings Plan and the Madison Square Garden, L.P. Excess Savings Plan and allocations under the defined contribution portion of the Nonqualified Supplemental Benefit Plan on behalf of the NEOs are set forth in the Summary Compensation Table under Executive Compensation Tables below.

### ***Other***

In addition to the above employee benefit plans, Mr. Pollichino is also eligible for benefits under the Madison Square Garden Retiree Medical Program, which provides continued medical coverage to employees who (i) were hired prior to January 1, 2001, (ii) retire after age 55 with at least ten years of service, (iii) commence payments under the Madison Square Garden, L.P. Retirement Plan and (iv) are eligible for the Company's active medical plan on the day before the retirement date. The program is self-funded and participants pay 25% of the cost of pre-65 coverage and 100% of post-65 coverage.

### **Perquisites**

The Company provides certain perquisites to executive officers as described below. The aggregate value of perquisites received by each of the NEOs is set forth in the Summary Compensation Table under Executive Compensation Tables below.

### ***Car and Driver***

Mr. Ratner has regular access to a car and driver, which he is permitted to use for his personal use in addition to business purposes. In addition, certain executive officers and members of management have used cars and drivers on a limited basis for personal use.

To the extent employees use a car and driver for personal use those employees are imputed compensation for tax purposes.

### ***Aircraft Arrangements***

The Company has access to various aircraft through timesharing arrangements with a subsidiary of Cablevision and various Dolan family entities.

Generally, Messrs. Dolan and Ratner are permitted to use Cablevision helicopters for personal travel which has primarily been for purposes of commutation. The Company and Cablevision have agreed on an allocation of the costs of such personal helicopter use.



## **Table of Contents**

To the extent any employee uses any of the aircraft for personal travel without reimbursement to the Company, they are imputed compensation for tax purposes based on the Standard Industry Fare Level rates that are published biannually by the IRS. For compensation reporting purposes, we valued the incremental cost of the personal use of the aircraft based on the variable costs incurred by the Company net of reimbursements received from executives. The incremental cost of the use of the aircraft does not include any costs that would have been incurred by the Company whether or not the personal trip was taken.

### ***Event Tickets***

From time to time certain employees, including the NEOs, have access to tickets to sporting events and other entertainment at the Company's venues at no cost, and may also purchase tickets at face value. Attendance at such events is integrally and directly related to the performance of their duties, and, as such, we do not deem the receipt of such tickets to be perquisites.

### **Post-Termination Compensation**

We believe that post-termination benefits are integral to the Company's ability to attract and retain qualified executives.

Under certain circumstances, payments or other benefits may be provided to employees upon the termination of their employment with the Company. These may include payments or other benefits upon a termination by the Company without cause, termination by the employee for good reason, other voluntary termination by the employee, retirement, death, disability, or termination following a change in control of the Company or following a going-private transaction. The amounts and terms of such payments and other benefits (including the definition of cause and good reason) are governed by each NEO's employment agreement and any applicable award agreements. Post-termination compensation is discussed in greater detail in *Employment Agreements* and *Termination and Severance* below.

### **Tax Deductibility of Compensation**

Code Section 162(m) establishes a \$1 million limit on the amount that a publicly held corporation may deduct for compensation paid to the chief executive officer and the next three most highly paid NEOs (other than the chief financial officer) in a taxable year. This limitation does not apply to any compensation that is qualified performance-based compensation under Code Section 162(m), which is defined as compensation paid in connection with certain stock options or that is paid only if the individual's performance meets pre-established objective goals based on performance criteria established under a plan approved by stockholders. Our short-term and long-term incentive compensation plans are generally designed to qualify for this exemption from the deduction limitations of Code Section 162(m) and to be consistent with providing appropriate compensation to executives. The Company's stockholders will be asked to approve the CIP and the Equity Plan at the annual meeting currently expected to be held on November 30, 2011.

From time to time, to the extent it deems appropriate, the Compensation Committee may make awards (or modifications to awards) that would not qualify for an exemption from Code Section 162(m). For example, we expect that, for 2010 and 2011, the amount of base salary in excess of \$1 million for the President and Chief Executive Officer and the next three most highly paid NEOs, plus any other annual compensation paid or imputed to the President and Chief Executive Officer and the next three most highly paid NEOs covered by Code Section 162(m) that causes his non-performance-based compensation to exceed the \$1 million limit, will not be deductible by the Company for federal income tax purposes.

Although it is the Company's intent generally to qualify compensation for the exemption from the deduction limitations, we believe that it is in the best interests of the Company's stockholders to allow the Compensation Committee the flexibility and discretion to design an appropriate executive compensation program so that the Company can attract, retain and motivate our executives, notwithstanding Section 162(m).

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**Table of Contents**

***Report of Compensation Committee***

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis set forth above with management. Based on such review and discussions, we have recommended to the Board that the Compensation Discussion and Analysis be included in this Annual Report on Form 10-K/A for the fiscal year ended December 31, 2010 for filing with the Securities and Exchange Commission.

Members of the Compensation Committee  
Alan D. Schwartz (Chair)  
Vincent Tese

***Employment Agreements***

Each of our executive officers has entered into an employment agreement with the Company. As noted above in the Compensation Discussion and Analysis, Messrs. Dolan and Ratner also continue to serve as officers and employees of Cablevision. Such Cablevision employment is pursuant to written employment agreements by and between Cablevision and each of Messrs. Dolan and Ratner (which are not described herein). Set forth below is a description of the employment agreements between the Company and each of our NEOs.

***James L. Dolan***

The agreement provides for Mr. Dolan's employment as Executive Chairman of the Company through December 31, 2014 at a minimum annual base salary of \$500,000 (subject to annual review and potential increase in the discretion of the Compensation Committee) and an annual target bonus equal to 200% of his annual base salary (and a possible range of 0% to 400%) in the discretion of the Compensation Committee. It is also expected that Mr. Dolan will continue to be nominated for election as a director of the Company during the period he serves as Executive Chairman. Under the agreement, Mr. Dolan continues to be eligible to participate in all the Company's employee benefits and retirement plans at the level available to other members of senior management of the Company subject to meeting the relevant eligibility requirements and the terms of the plans. In light of Mr. Dolan's dual role at the Company and Cablevision, he does not meet the eligibility requirements of certain qualified and other employee benefit plans. In the event Mr. Dolan does not meet the requirements for the Madison Square Garden, L.P. Salary Continuation Plan (short-term disability), any amount that otherwise would have been payable to Mr. Dolan under that plan in the event of a short-term disability will be payable by the Company in the amount and for the duration set forth in the plan. In addition, because Mr. Dolan does not participate in the Madison Square Garden, L.P. 401(k) Savings Plan and the Madison Square Garden, L.P. Cash Balance Pension Plan, his full Company base salary is used to determine his applicable benefits under the Madison Square Garden, L.P. Excess Savings Plan and the Madison Square Garden, L.P. Excess Cash Balance Plan. Any life and accidental death and dismemberment insurance provided by the Company will continue to be based on Mr. Dolan's base salary.

Mr. Dolan is also eligible to participate in the Company's long-term cash or equity programs and arrangements described above at the level determined by the Compensation Committee in its discretion consistent with the role and responsibilities of Executive Chairman. The agreement provides that, in calendar year 2010, Mr. Dolan would be entitled to receive one or more long-term cash and/or equity awards with an aggregate target value of \$1,750,000, as determined by the Compensation Committee in its discretion, and on March 29, 2010 he received awards consisting of 35,000 restricted stock units and a cash performance award with a target value of \$1,050,000. The restricted stock units are expected to vest on the third anniversary of the grant date, subject to the Company achieving a specified performance objective, and the performance award will become payable upon the Compensation Committee's determination that, and only to the extent that, Company performance objectives with respect to calendar year 2012 are achieved. Although not guaranteed, it is currently expected that long-term cash or equity awards with similar target values as those granted to Mr. Dolan in 2010 will be made to him annually.

If, prior to December 31, 2014 (the Scheduled Expiration Date), Mr. Dolan's employment with the Company is terminated (i) for any reason by him during the thirteenth calendar month following a Change in Control of the Company, (ii) by the Company or (iii) by him for Good Reason, and at the time of any such

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**Table of Contents**

termination Cause does not exist, then, subject to his execution of the Company's then standard separation agreement (modified to reflect terms of the agreement) which separation agreement will include, without limitation, general releases by him as well as non-competition, non-solicitation, non-disparagement, confidentiality and other provisions substantially similar to those set forth in the agreement (a Separation Agreement), the Company will provide him with the following benefits and rights:

- (a) A severance payment in an amount determined at the discretion of the Compensation Committee, but in no event less than two times the sum of his annual base salary and annual target bonus and will be made on the 90th day after the termination of his employment;
- (b) Each of the Company's outstanding long-term cash performance awards granted under the plans of the Company will immediately vest in full and will be paid to the same extent and at the same time that other members of senior management receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives);
- (c) Each of the Company's outstanding long-term cash awards (including any deferred compensation awards under the long-term cash award program) that are not subject to performance criteria granted under the plans of the Company will immediately vest in full and will be paid on the 90th day after the termination of his employment;
- (d) (i) All of the time based restrictions on each of his outstanding restricted stock or restricted stock units granted to him under the plans of the Company will immediately be eliminated, (ii) payment and deliveries with respect to his restricted stock that are not subject to performance criteria will be made to him on the 90th day after the termination of his employment, (iii) the performance based restrictions with respect to his restricted stock and restricted stock units that are subject to performance criteria will lapse when and to the same extent that such restrictions lapse on such awards held by other executive officers as determined by the Compensation Committee (subject to satisfaction of any applicable performance objectives) and (iv) payments or deliveries with respect to restricted stock units that are subject to performance criteria will be made only if, when and to the same extent that payment or deliveries are made to other executive officers who hold such restricted stock units and in accordance with the terms of the award;
- (e) Each of his outstanding stock options and stock appreciation awards under the plans of the Company will immediately vest and become exercisable and he will have the right to exercise each of those options and stock appreciation awards for the remainder of the term of the option or award; and
- (f) A prorated annual bonus for the year in which such termination occurred (based upon the number of full calendar months during which Mr. Dolan was employed by the Company during the applicable year) to the same extent that other executive officers receive payment of bonuses for such year as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives), payable at the same time annual bonuses for such year are payable to other executive officers, and, if not previously paid, his annual bonus for the preceding year, to the same extent that other members of senior management receive payment of annual bonuses for such preceding year as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives), which annual bonus shall be payable at the same time annual bonuses for such preceding year are payable to other members of senior management.

If Mr. Dolan ceases to be an employee of the Company or any of its affiliates (other than Cablevision and its subsidiaries) prior to the Scheduled Expiration Date as a result of his death or physical or mental disability, Mr. Dolan (or his estate or beneficiary) will be provided with the benefits and rights set forth in (b) through (f) of the preceding paragraph, and, in the event of his death, such longer period to exercise his then outstanding stock options and stock appreciation awards as may otherwise be permitted under the applicable plan and award letter.

If, after the Scheduled Expiration Date, Mr. Dolan's employment with the Company is terminated (i) for any reason by him during the thirteenth calendar month following a Change in Control of the Company, (ii) by the Company, (iii) by him for Good Reason, or (iv) as a result of his death or disability, and at the time of any such termination, Cause does not exist, then, subject to (except in the case of his death) his execution of a Separation

**Table of Contents**

Agreement, he or his estate or beneficiary, as the case may be, will be provided with the benefits and rights set forth above in (b) through (f) of the next preceding paragraph.

If, prior to or after the Scheduled Expiration Date, Mr. Dolan ceases to be employed by the Company for any reason other than his being terminated for Cause, he will have three years to exercise outstanding stock options and stock appreciation awards, unless he is afforded a longer period for exercise pursuant to his employment agreement or any applicable award letter. In no event, however, will stock options or stock appreciation rights remain exercisable beyond their regularly scheduled term (except as may otherwise be permitted under the applicable award in the case of death).

Upon the termination of Mr. Dolan's employment with the Company, except as otherwise specifically provided in the employment agreement, his rights to benefits and payments under the Company's pension and welfare plans (other than severance benefits) and any outstanding long-term cash or equity awards will be determined in accordance with the then current terms and provisions of such plans, agreements and awards under which such benefits and payments (including such long-term cash or equity awards) were granted.

In the employment agreement, the Company acknowledges that, in addition to Mr. Dolan's services pursuant to the agreement, he will simultaneously serve, and is expected to devote most of his business time and attention to serving, as President and Chief Executive Officer of Cablevision. The Company recognizes and agrees that his responsibilities to Cablevision will preclude him from devoting a substantial portion of his time and attention to the Company's affairs. The agreement states the Company's recognition that there may be certain potential conflicts of interest and fiduciary duty issues associated with Mr. Dolan's dual roles at the Company and Cablevision and that none of (i) his dual responsibilities at the Company and Cablevision, (ii) his inability to devote a substantial portion of his time and attention to the Company's affairs, (iii) the actual or potential conflicts of interest and fiduciary duty issues that are waived in the Company's certificate of incorporation, or (iv) any actions taken, or omitted to be taken, by him in good faith to comply with his duties and responsibilities to the Company in light of his dual responsibilities to the Company and Cablevision will be deemed to be a breach by him of his obligations under the employment agreement nor will any of the foregoing constitute Cause as such term is defined in the employment agreement.

The employment agreement contains certain covenants by Mr. Dolan including a noncompetition agreement that restricts Mr. Dolan's ability to engage in competitive activities until the first anniversary of the termination of his employment with the Company.

For purposes of the foregoing description, the following definitions apply:

Cause is defined as (1) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the company or an affiliate thereof, or (2) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of *nolo contendere* or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

Change in Control of the Company means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

Termination for Good Reason means that (1) without Mr. Dolan's consent, (A) Mr. Dolan's base salary or bonus target is reduced, (B) the Company requires that Mr. Dolan's principal office be located outside of Nassau County or Manhattan, (C) the Company materially breaches its obligations to Mr. Dolan under his employment agreement, (D) Mr. Dolan is no longer the Executive Chairman of the Company, (E) Mr. Dolan no longer reports directly to the Board of the Company, or (F) Mr. Dolan's responsibilities are materially diminished, (2) Mr. Dolan has given the Company written notice, referring specifically to this definition, that he does not consent to such action, (3) the Company has not corrected such action within 15 days of receiving such notice, and (4) Mr. Dolan

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**Table of Contents**

voluntarily terminates his employment within 90 days following the happening of the action described in subsection (1) of this definition.

In addition, references in the foregoing description to stock options, stock appreciation and equity awards granted under plans of the Company shall not be deemed to refer to stock options and stock appreciation rights issued with respect to Cablevision stock options and stock appreciation rights in connection with the Distribution ( Distribution Awards ). Pursuant to Mr. Dolan s employment agreement with Cablevision, in certain events of termination of his employment with Cablevision, his Distribution Awards will be subject to accelerated vesting.

***Hank J. Ratner***

Mr. Ratner s employment agreement with the Company provides for his employment as President and Chief Executive Officer of the Company through December 31, 2014 at a minimum annual base salary of \$1,200,000 (subject to annual review and potential increase in the discretion of the Compensation Committee) and an annual target bonus equal to 200% of his annual base salary (and a possible range of 0% to 400%) in the discretion of the Compensation Committee. He is entitled to participate in all of the Company s employee benefits and retirement plans at the level available to other members of senior management (subject to meeting the relevant eligibility requirements and terms of the plans).

Mr. Ratner is also eligible to participate in the Company s long-term cash or equity programs described above. The agreement provides that in calendar year 2010, Mr. Ratner would be entitled to receive one or more long-term cash and/or equity awards with an aggregate target value of \$5,400,000, as determined by the Compensation Committee in its discretion and on March 29, 2010 he received awards consisting of 107,800 restricted stock units and a cash performance award with a target value of \$3,240,000. The restricted stock units are expected to vest on the third anniversary of the grant date, subject to the Company achieving a specified performance objective, and the performance award will become payable upon the Compensation Committee s determination that, and only to the extent that, Company performance objectives with respect to calendar year 2012 are achieved. Although not guaranteed, it is currently expected that long-term cash or equity awards of target values similar to those granted to Mr. Ratner in 2010 will be made to him annually thereafter. Neither the scheduled expiration of the employment agreement nor Mr. Ratner s rights in connection with the expiration will have any effect on any determination by the Compensation Committee with respect to the amount, terms or form of any long-term incentive awards granted to him in the future.

In addition to Mr. Ratner s eligibility for the grant of equity and/or cash long-term incentives in 2010, his agreement also entitled him to receive a one-time special equity award with an aggregate target value of \$4,750,000. Please see the Grants of Plan-Based Awards table for a discussion of this one-time equity award.

If, prior to December 31, 2014 (the Scheduled Expiration Date ), Mr. Ratner s employment with the Company is terminated (i) for any reason by him during the thirteenth calendar month following a Change in Control of the Company, (ii) by the Company, (iii) by him for Good Reason, or (iv) by Mutual Consent, and at the time of any such termination Cause does not exist, then, subject to his execution of a Separation Agreement with the Company, the Company will provide him with the following benefits and rights:

- (a) A severance payment in an amount determined at the discretion of the Compensation Committee, but in no event less than two times the sum of his annual base salary and annual target bonus and which will be made on the 90<sup>th</sup> day after termination of his employment;
- (b) Each of the Company s outstanding long-term cash performance awards granted under the plans of the Company will immediately vest in full and will be paid only if, when and to the same extent that other similarly situated executives receive payment for such awards as determined by the Compensation Committee (subject to the satisfaction of any applicable performance objectives);
- (c) Each of the Company s outstanding long-term cash awards (including any deferred compensation awards under the long-term cash award program) that are not subject to performance criteria granted under the plans of the Company will immediately vest in full and will be made on the 90th day after the termination of his employment;

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**Table of Contents**

(d) (i) All of the time based restrictions on each of his outstanding restricted stock units granted to him under the plans of the Company will immediately be eliminated, (ii) deliveries with respect to his restricted stock that are not subject to performance criteria shall be made immediately after the effective date of the Separation Agreement, (iii) payment and deliveries with respect to his restricted stock units that are not subject to performance criteria shall be made on the 90th day after the termination of his employment, and (iv) payments or deliveries with respect to his restricted stock and restricted stock units that are subject to performance criteria shall be made only if, when and to the same extent that other similarly situated executives receive payment or deliveries for such awards as determined by the Compensation Committee (subject to satisfaction of any applicable performance objectives);

(e) Each of his outstanding stock options and stock appreciation awards under the plans of the Company will immediately vest and become exercisable and he will have the right to exercise each of those options and stock appreciation awards for the remainder of the term of the option or award; and

(f) A prorated annual bonus for the year in which such termination occurred (based upon the number of full calendar months during which Mr. Ratner was employed by the Company during the applicable year) only if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for Mr. Ratner's individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives) and, if not previously paid, his annual bonus for the preceding year, if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for his individual performance) as determined by the Compensation Committee in its sole discretion (and subject to the satisfaction of any applicable performance objectives).

If Mr. Ratner ceases to be an employee of the Company or any of its affiliates (other than Cablevision and its subsidiaries) prior to the Scheduled Expiration Date as a result of his death or physical or mental disability, Mr. Ratner (or his estate or beneficiary) will be provided with the benefits and rights set forth in (b) through (f) of the preceding paragraph, and, in the event of his death, such longer period to exercise his then outstanding stock options and stock appreciation awards as may otherwise be permitted under the applicable plan and award letter.

If, after the Scheduled Expiration Date, Mr. Ratner's employment with the Company is terminated (i) for any reason by him during the thirteenth calendar month following a Change in Control of the Company, (ii) by the Company, (iii) by him for Good Reason, (iv) by him without Good Reason but only if he had provided the Company with at least six months advance written notice of his intent to so terminate his employment, or (v) as a result of his death or disability, and at the time of any such termination, Cause does not exist, then, subject to (except in the case of his death) his execution of a Separation Agreement, he or his estate or beneficiary, as the case may be, will be provided with the benefits and rights set forth above in (b) through (f) of the next preceding paragraph.

If, prior to or after the Scheduled Expiration Date, Mr. Ratner ceases to be employed by the Company for any reason other than his being terminated for Cause, he will have three years to exercise outstanding stock options and stock appreciation awards unless he is afforded a longer period for exercise pursuant to his employment agreement or any applicable award letter. In no event, however, will stock options or stock appreciation rights remain exercisable beyond their regularly scheduled term (except as may otherwise be permitted under the applicable award in the case of death).

Upon the termination of Mr. Ratner's employment with the Company, except as otherwise specifically provided in the employment agreement, his rights to benefits and payments under the Company's pension and welfare plans (other than severance benefits) and any outstanding long-term cash or equity awards shall be determined in accordance with the then current terms and provisions of such plans, agreements and awards under which such benefits and payments (including such long-term cash or equity awards) were granted.

The agreement provides that the Company will provide Mr. Ratner with the use of a driver and a car appropriate to his status and responsibilities.

## Table of Contents

In the agreement, the Company acknowledges that, in addition to Mr. Ratner's services pursuant to the agreement, he will simultaneously serve, and is expected to devote a portion of his business time and attention to serving, as Vice Chairman of Cablevision. The Company recognizes and agrees that his responsibilities to Cablevision will preclude him from devoting all of his time and attention to the Company's affairs. The agreement states the Company's recognition that there may be certain potential conflicts of interest and fiduciary duty issues associated with Mr. Ratner's dual roles at the Company and Cablevision and that none of (i) his dual responsibilities at the Company and Cablevision, (ii) his inability to devote all of his time and attention to the Company's affairs, (iii) the actual or potential conflicts of interest and fiduciary duty issues that are waived in the Company's certificate of incorporation, or (iv) any actions taken, or omitted to be taken, by him in good faith to comply with his duties and responsibilities to the Company in light of his dual responsibilities to the Company and Cablevision, shall be deemed to be a breach by him of his obligations under the employment agreement nor shall any of the foregoing constitute Cause as such term is defined in the employment agreement.

The employment agreement contains certain covenants by Mr. Ratner including a noncompetition agreement that restricts Mr. Ratner's ability to engage in competitive activities until the first anniversary of the termination of his employment with the Company.

For purposes of the foregoing description, the following definitions apply:

**Cause** is defined as (1) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof, or (2) commission of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of *nolo contendere* or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

**Change in Control** of the Company means the acquisition, in a transaction or a series of related transactions, by any person or group, other than Charles F. Dolan or members of the immediate family of Charles F. Dolan or trusts for the benefit of Charles F. Dolan or his immediate family (or an entity or entities controlled by any of them) or any employee benefit plan sponsored or maintained by the Company, of the power to direct the management of the Company or substantially all its assets (as constituted immediately prior to such transaction or transactions).

**Mutual Consent** means Mr. Ratner and the Company have mutually agreed in writing to terminate his employment with the Company and that such termination of employment shall not constitute a termination by the Company with or without Cause or by Mr. Ratner with or without Good Reason.

**Termination for Good Reason** means that (1) without Mr. Ratner's consent, (A) his base salary or bonus target as an employee is reduced, (B) the Company requires that his principal office be located outside of Nassau County or Manhattan, (C) the Company materially breaches its obligations to Mr. Ratner under the employment agreement, (D) Mr. Ratner is no longer the President and Chief Executive Officer of the Company, (E) Mr. Ratner reports directly to someone other than the Chairman (or the Executive Chairman), or (F) Mr. Ratner's responsibilities are materially diminished, (2) Mr. Ratner has given the Company written notice, referring specifically to this definition, that he does not consent to such action, (3) the Company has not corrected such action within 15 days of receiving such notice, and (4) Mr. Ratner voluntarily terminates his employment within 90 days following the happening of the action described in subsection (1) of this definition.

In addition, references in the foregoing description to stock options, stock appreciation and equity awards granted under plans of the Company shall not be deemed to refer to stock options and stock appreciation rights issued with respect to Cablevision stock options and stock appreciation rights in connection with the Distribution ( **Distribution Awards** ). Pursuant to Mr. Ratner's employment agreement with Cablevision, in certain events of termination of his employment with Cablevision, his Distribution Awards will be subject to accelerated vesting.

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**Table of Contents**

***Robert M. Pollichino***

Mr. Pollichino's employment agreement provides for his employment as Executive Vice President and Chief Financial Officer of the Company through February 9, 2013 at a minimum annual base salary of \$700,000 (subject to annual review and increase in the discretion of the Company's Compensation Committee) and an annual target bonus opportunity equal to 60% of his annual base salary in the discretion of the Company's Compensation Committee. He is eligible for the Company's standard benefits programs and to participate in the Company's long-term incentive programs, in each case on the same basis as similarly situated executives at the Company. Any such awards would be subject to actual grant by the Compensation Committee in its sole discretion, would be pursuant to the plan document and would be subject to the terms and conditions established by the Compensation Committee in its sole discretion. On March 29, 2010, Mr. Pollichino received awards consisting of 19,000 restricted stock units and a cash performance award with a target value of \$570,000. The restricted stock units are expected to vest on the third anniversary of the grant date, subject to the Company achieving a specified performance objective, and the performance award will become payable upon the Compensation Committee's determination that, and only to the extent that, Company performance objectives with respect to calendar year 2012 are achieved.

Mr. Pollichino's employment agreement provides severance benefits if Mr. Pollichino's employment is terminated prior to February 9, 2013 by (1) the Company, or (2) by Mr. Pollichino for Good Reason, if at the time of such termination under clause (1) or (2), Cause does not exist. These benefits consist of (1) the payment of an amount in cash equal to not less than two times the sum of Mr. Pollichino's annual base salary and his annual target bonus as in effect at that time; (2) a prorated bonus (based upon the number of full calendar months during which Mr. Pollichino was employed by the Company during the applicable year), provided that such bonus will be payable if and when such bonuses are generally paid to similarly situated employees and will be based on his then current annual target bonus as well as Company and his business unit performance as determined by the Compensation Committee in its sole discretion, but without adjustment for his individual performance and, if not previously paid, his annual bonus for the preceding year, if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for his individual performance) as determined by the Compensation Committee in its sole discretion; (3) any vested stock options or stock appreciation rights that he has outstanding as of the time of such termination will remain exercisable until the earlier of the three-year anniversary of the termination date and the end of the original term of the applicable award and (4) the Compensation Committee will consider, in good faith, approving the vesting of his then outstanding equity and cash incentive awards on a pro rata basis, provided that, to the extent any such awards are subject to any performance criteria, any such pro rata vested portion as may be approved by the Compensation Committee shall be payable only if, when, and to the same extent as paid to other employees generally holding such awards subject to the satisfaction of the performance criteria. All payments described in this paragraph would be conditioned on Mr. Pollichino executing a separation agreement.

For purposes of Mr. Pollichino's employment agreement the following definitions apply:

Cause is defined as (1) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or one of its affiliates or (2) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere* or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

Termination for Good Reason means: (1) without Mr. Pollichino's consent, (A) his base salary or annual target bonus is reduced or (B) he is no longer the Executive Vice President and Chief Financial Officer of the Company; (2) he gives written notice to the Company that he does not consent to such action; (3) the Company does not correct such action within 30 days of receiving his notice; and (4) he voluntarily terminates his employment within ninety (90) days of such action.

***Lawrence J. Burian***

Mr. Burian's employment agreement provides for his employment as Executive Vice President, General Counsel and Secretary of the Company through February 9, 2013 at a minimum annual base salary of \$600,000 (subject to annual review and increase in the discretion of our Compensation Committee) and an annual target



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**Table of Contents**

bonus opportunity equal to 60% of his annual base salary in the discretion of the Company's Compensation Committee. He is eligible for the Company's standard benefits programs and to participate in the Company's long-term incentive programs, in each case on the same basis as similarly situated executives at the Company. Any such awards would be subject to actual grant by the Compensation Committee in its sole discretion, would be pursuant to the plan document and would be subject to the terms and conditions established by the Compensation Committee in its sole discretion. On March 29, 2010, Mr. Burian received awards consisting of 12,000 restricted stock units and a cash performance award with a target value of \$360,000. The restricted stock units are expected to vest on the third anniversary of the grant date, subject to the Company achieving a specified performance objective, and the performance award will become payable upon the Compensation Committee's determination that, and only to the extent that, Company performance objectives with respect to calendar year 2012 are achieved.

Mr. Burian's employment agreement provides severance benefits if Mr. Burian's employment is terminated prior to February 9, 2013 by (1) the Company, or (2) by Mr. Burian for Good Reason, if at the time of such termination under clause (1) or (2), Cause does not exist. These benefits consist of (1) the payment of an amount in cash equal to not less than two times the sum of Mr. Burian's annual base salary and his annual target bonus as in effect at that time; (2) a prorated bonus (based upon the number of full calendar months during which Mr. Burian was employed by the Company during the applicable year), provided that such bonus will be payable if and when such bonuses are generally paid to similarly situated employees and will be based on his then current annual target bonus as well as Company and his business unit performance as determined by the Compensation Committee in its sole discretion, but without adjustment for his individual performance and, if not previously paid, his annual bonus for the preceding year, if, when and to the same extent that other similarly situated executives receive payment of bonuses for such year (without adjustment for his individual performance) as determined by the Compensation Committee in its sole discretion; (3) any vested stock options or stock appreciation rights that he has outstanding as of the time of such termination will remain exercisable until the earlier of the three-year anniversary of the termination date and the end of the original term of the applicable award; and (4) the Compensation Committee will consider, in good faith, approving the vesting of his then outstanding equity and cash incentive awards on a pro rata basis, provided that, to the extent any such awards are subject to any performance criteria, any such pro rata vested portion as may be approved by the Compensation Committee shall be payable only if, when, and to the same extent as paid to other employees generally holding such awards subject to the satisfaction of the performance criteria. All payments described in this paragraph would be conditioned on Mr. Burian executing a separation agreement.

For purposes of Mr. Burian's employment agreement the following definitions apply:

Cause is defined as (1) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof or (2) commission of any act or omission that results in a conviction, plea of no contest, plea of nolo contendere or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

Termination for Good Reason means: (1) without Mr. Burian's consent, (A) his base salary or annual target bonus is reduced, (B) his title is reduced from Executive Vice President and General Counsel of the Company or (C) he is no longer the Company's most senior legal officer; (2) he gives written notice to the Company that he does not consent to such action; (3) the Company does not correct such action within 30 days of receiving his notice; and (4) he voluntarily terminates his employment within 90 days of such action.

***Joseph F. Yospe***

Under an agreement entered into in connection with his appointment, Mr. Yospe will receive an initial base salary of \$400,000 annually. He will be eligible to participate in the Company's discretionary annual bonus program with an annual target bonus opportunity equal to 45% of his base salary. Bonus payments are based on actual salary paid during the year for which they are awarded; provided, however, that pursuant to his agreement, the bonus payment for 2010 was based on his full annual salary of \$400,000. Bonus payments depend on a number of factors, including Company, unit and individual performance. The decision on whether or not to pay a bonus, and the amount of that bonus, if any, is made by the Company in its sole discretion. Mr. Yospe is eligible for our standard benefits program. Mr. Yospe is also eligible, subject to his continued employment by the Company and actual grant by the Compensation Committee, to participate in such long-term incentive programs that are made

**Table of Contents**

available in the future to similarly situated executives at the Company. Any such awards would be subject to actual grant by the Compensation Committee, would be pursuant to the applicable plan document and the terms and conditions established by the Compensation Committee in its sole discretion. Any long-term incentive awards are expected to be subject to three-year cliff vesting. On March 29, 2010, Mr. Yospe received awards consisting of 8,200 restricted stock units and a cash performance award with a target value of \$246,000. The restricted stock units are expected to vest on the third anniversary of the grant date, subject to the Company achieving a specified performance objective, and the performance award will become payable upon the Compensation Committee's determination that, and only to the extent that, Company performance objectives with respect to calendar year 2012 are achieved.

If, prior to the one-year anniversary of Mr. Yospe's start date, his employment is involuntarily terminated by the Company for any reason other than Cause, the Company will pay severance in an amount equal to his base salary plus his target annual bonus, each as then in effect (the Severance Amount). Sixty percent of the Severance Amount would be payable on the six-month anniversary of the date on which his employment is so terminated (the Termination Date) and the remaining 40% of the Severance Amount would be payable on the twelve-month anniversary of the Termination Date. Payment of any Severance Amount will be subject to Mr. Yospe's execution of a severance agreement to the Company's satisfaction.

For the purposes of the employment agreement, Cause means, as determined by the Company, Mr. Yospe's (i) commission of an act of fraud, embezzlement, misappropriation, willful misconduct, gross negligence or breach of fiduciary duty against the Company or an affiliate thereof, or (ii) commission of any act or omission that results in a conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any crime involving moral turpitude or any felony.

Mr. Yospe's employment agreement expired on February 26, 2011, and he remains an at-will employee of the Company.

**Executive Compensation Tables**

The tables below reflect the compensation of the Company's Executive Chairman, President and Chief Executive Officer, Chief Financial Officer and the two other most highly paid executive officers. See Compensation Discussion and Analysis for an explanation of our compensation philosophy and program.

**Summary Compensation Table**

The table below summarizes (a) the total compensation paid to or earned by each of our NEOs for the year ending December 31, 2010, and (b) the total compensation paid to or earned by Messrs. Dolan, Ratner and Pollichino in their capacities as executive officers of Cablevision or its subsidiaries for the year ending December 31, 2009, all of which was paid by Cablevision.

Name and Principal Position	Year	Salary \$(1)	Bonus(2) (\$)	Stock Awards \$(3)	Options Awards \$(4)	Non-Equity Incentive Plan Compensation \$(5)	Change in Pension Value and Nonqualified Deferred Compensation Earnings \$(6)	All Other Compensation	Total (\$)
James L. Dolan Executive Chairman	2010	440,385		766,500		1,154,688	35,231	15,519	2,412,323
	2009 (8)	1,872,000	717,616	1,731,584	2,991,067	8,457,281	215,020	1,159,092	17,143,660
Frank J. Ratner	2010	1,056,923		7,551,120		2,771,253	73,985	89,640	11,542,921
President and Chief Officer	2009(8)	1,638,000	717,616	1,546,240	2,669,803	7,968,083	167,823	1,450,631	16,158,196
Robert M. Pollichino	2010	685,979		416,100		817,591	160,697	169,995	2,250,362
Executive Vice President and	2009(8)	582,400	599,665	194,560		692,750	30,002	178,465	2,277,842

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Chief Financial Officer							
Lawrence J. Burian	2010	542,308	262,800	729,959	35,327	142,650	1,713,044
Executive Vice President,	2009(9)						
General Counsel and							
Secretary							
Joseph F. Yospe	2010	332,308	179,580	235,980		7,175	755,043
Senior Vice President, and	2009(9)						
Controller							

**Table of Contents**

- (1) For 2010, salaries paid to the NEOs accounted for approximately the following percentages of their total compensation: Mr. Dolan 19%; Mr. Ratner 10%; Mr. Pollichino 31%; Mr. Burian 32%; and Mr. Yospe 45%. For Messrs. Dolan and Ratner, these salary amounts represent the base salaries paid to them by the Company from the Distribution Date through December 31, 2010. For the period from January 1, 2010 through the day prior to the Distribution Date, Messrs. Dolan and Ratner received a base salary from Cablevision, which will be disclosed in Cablevision's publicly-filed proxy statement. For Mr. Burian, this salary amount represents the base salary paid to him by the Company from February 1, 2010 through December 31, 2010. For the period from January 1, 2010 through January 31, 2010, Mr. Burian received \$52,236 in base salary from Cablevision. For Mr. Pollichino, this amount represents the base salary paid to him by the Company from January 1, 2010 through December 31, 2010. For Mr. Yospe, this amount represents the base salary paid to him by the Company from his hire date, February 26, 2010, through December 31, 2010.
- (2) For 2009 figures, this column reflects the portion of the deferred compensation award paid by Cablevision on the fifth anniversary of such award in accordance with its terms. For more information regarding the deferred compensation award, see Compensation Discussion and Analysis Elements of In-Service Compensation Outstanding Awards.
- (3) For 2010 figures, this column reflects the aggregate grant date fair value of Company restricted stock awards and restricted stock units granted to the executives computed in accordance with FASB ASC Topic 718. In addition, Company common stock was issued as dividends in respect of outstanding Cablevision restricted stock awards held as of the Distribution. Such Company common stock is restricted on the same basis as underlying Cablevision restricted stock awards. Such Distribution-related shares held by certain of the NEOs are not reflected in this table, but are included in the Outstanding Equity Awards at Fiscal Year End table and the Options Exercised and Stock Vested table. For a further discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (4) For 2009 figures, this column reflects the aggregate grant date fair value of Cablevision option awards granted in 2009 computed in accordance with FASB ASC Topic 718. In 2010, upon the Distribution, the Company issued stock options and stock appreciation rights in connection with then-outstanding Cablevision stock options and stock appreciation rights. Such Distribution-related options and rights are not reflected in this table, but are included in the Outstanding Equity Awards at Fiscal Year End table and the Options Exercised and Stock Vested table. For a further discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (5) For 2010 figures, this column reflects the annual incentive award earned by each individual in 2010 and paid in March 2011. Mr. Burian's bonus includes \$34,500 funded by Cablevision for the period of 2010 during which Mr. Burian was a Cablevision employee. In addition, with respect to Messrs. Pollichino and Burian, this column includes the following long-term performance awards granted by Cablevision in 2008, and earned in 2010 as follows: Mr. Pollichino: \$228,000 and Mr. Burian: \$218,880. Pursuant to the Company's Distribution-related agreements with Cablevision, the Company assumed the full liability related to such awards, but Cablevision funded to the Company \$145,334, a pro rata portion of Mr. Burian's award reflecting the portion of performance period occurring prior to February 1, 2010, Mr. Burian's start date with the Company. The performance awards granted by Cablevision to Messrs. Dolan and Ratner in 2008 were not assumed by the Company and remain a liability of Cablevision. For a further discussion of the treatment of the Cablevision long-term performance awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (6) This column represents the sum of the increase in the present value of each individual's accumulated cash balance plan account and accumulated excess cash balance account. With respect to Messrs. Dolan and Ratner, such increase is measured from the Distribution Date through December 31, 2010, because their pre-Distribution accrued pension balances remain in the applicable Cablevision plans. With respect to Messrs. Pollichino and Burian, such increase is measured from January 1, 2010 through December 31, 2010, as their pre-Distribution Balances were transferred from the Cablevision plans to the Company plans. With respect to

**Table of Contents**

Mr. Yospe, such increase is measured from February 26, 2010 through December 31, 2010. There were no above-market earnings on nonqualified deferred compensation. For more information regarding the NEOs' pension benefits, please see the Pension Benefits table below. In addition, with respect to Mr. Pollichino, this column includes the increase in the present value of his benefit under the MSG Retirement Plan and MSG Excess Retirement Plan.

(7) The table below shows the components of this column:

Name	Year	401(k) Plan		Excess Savings Plan	Life Insurance Premiums (b)	Deferred Compensation Awards (c)	Prequisites (d)	Total
		Match (a)	Match (a)					
James L. Dolan	2010		\$15,519					\$15,519
Hank J. Ratner	2010	\$546	\$31,739		\$3,456		\$53,899	\$89,640
Robert M. Pollichino	2010	\$6,848	\$13,866		\$2,106	\$147,175		\$169,995
Lawrence J. Burian	2010	\$2,934	\$11,769		\$1,728	\$126,219		\$142,650
Joseph F. Yospe	2010	\$6,023			\$1,152			\$7,175

- (a) These columns represent, for each individual, a matching contribution by the Company on behalf of such individual under MSG's 401(k) Plan or Excess Savings Plan, as applicable.
- (b) This column represents amounts paid for each of Messrs. Ratner, Pollichino, Burian and Yospe to participate in the Company's group life insurance program.
- (c) This column represents amounts credited pursuant to the deferred compensation awards issued by Cablevision to each of Messrs. Pollichino and Burian by Cablevision in 2004. Pursuant to the Company's Distribution-related agreements with Cablevision, the Company assumed the ongoing liabilities related to these awards, and Cablevision funded to the Company a pro rata portion of Mr. Burian's award reflecting the portion that had accrued prior to February 1, 2010. The amounts allocated in 2010 on behalf of Messrs. Pollichino and Burian represent a notional contribution of \$140,000 and \$120,000, respectively, and notional interest of \$7,175 and \$6,219, respectively. For more information regarding these deferred compensation awards, see Compensation Discussion and Analysis - Elements of In-Service Compensation - Outstanding Awards.
- (d) This column represents, for the NEOs, the following aggregate estimated prequisites, as described in the table below. For more information regarding the calculation of these prequisites, please see Compensation Discussion and Analysis - Elements of In-Service Compensation - Prequisites.

Name	Year	Car and Driver(I)	Aircraft (II)	Other	Total
James L. Dolan	2010	*	*	*	*
Hank J. Ratner	2010	\$3,026	\$50,873		\$53,899
Robert M. Pollichino	2010	*	*	*	*
Lawrence J. Burian	2010	*	*	*	*
Joseph F. Yospe	2010	*	*	*	*

\* The aggregate estimated value of the perquisites in 2010 for the individual is less than \$10,000.

(I) The amounts in this table reflect the incremental cost to the Company of personal use of cars and drivers. Incremental cost is determined as the actual costs incurred by the Company.

(II) As discussed under Compensation Discussion and Analysis Elements of In-Service Compensation Perquisites Aircraft Arrangements, the amounts in the table reflect the incremental cost to the Company of personal use of Cablevision's helicopters (which the Company uses pursuant to its time sharing arrangement with a Cablevision subsidiary, see Relationship Between Cablevision and Us Aircraft Arrangements below). Incremental cost is determined as the actual costs incurred by the Company.

**Table of Contents**

(8) This row represents historical Cablevision information. The information has been provided by, or derived from information provided by, Cablevision. All of the information set forth for year 2009 reflects compensation earned during 2009 based upon services rendered to Cablevision and its subsidiaries (including Madison Square Garden, L.P.) by our Executive Chairman and our President and Chief Executive Officer, and is based upon services rendered to Madison Square Garden, L.P. while a subsidiary of Cablevision by our Executive Vice President and Chief Financial Officer. The services rendered by these executives in 2009 while a subsidiary of Cablevision were in capacities not equivalent to the positions in which they serve the Company or our subsidiaries. We understand that the information as to stock awards and option awards reflects the aggregate grant date fair value of the awards, computed in accordance with FASB ASC Topic 718.

(9) Mr. Burian was elected Executive Vice President, General Counsel and Secretary of the Company on January 12, 2010 and commenced employment with the Company on February 1, 2010, and Mr. Yospe was elected Senior Vice President, Controller and Principal Accounting Officer of the Company on February 26, 2010.

**Grants of Plan-Based Awards**

The table below presents information regarding awards granted in 2010 to each NEO under the Company's plans, including estimated possible and future payouts under non-equity incentive plan awards and equity incentive plan awards of restricted stock units, restricted stock and stock options.

Name	Year	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units(#)	All Other Option Awards: Securities Underlying Options(#)	Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards \$(1)
			Threshold (\$)	Target(\$)	Maximum(\$)				
James L. Dolan	2010	3/29/10(2)		1,000,000	2,000,000				
	2010	3/29/10(3)	945,000	1,050,000	1,155,000				
	2010	3/29/10(4)				35,000		766,500	
Hank J. Ratner	2010	3/29/10 (2)		2,400,000	4,800,000				
	2010	3/29/10 (3)	2,916,000	3,240,000	3,564,000				
	2010	3/29/10				344,800(5)		7,551,120	
Robert M. Pollichino	2010	3/5/09(2)		420,000	840,000				
Lawrence J. Burian	2010	3/5/09(3)	513,000	570,000	627,000				
	2010	3/5/09(4)				19,000		416,100	
Joseph F. Yospe	2010	3/29/10(2)		360,000	720,000				
	2010	3/29/10(3)	324,000	360,000	396,000				
	2010	3/29/10(4)				12,000		262,800	
Joseph F. Yospe	2010	3/29/10 (2)		180,000	360,000				
	2010	3/29/10 (3)	221,400	246,000	270,600				
	2010	3/29/10(4)				8,200		179,580	

(1) This column reflects the aggregate grant date fair value of the restricted stock unit awards granted to each NEO in 2010 and, in the case of Mr. Ratner, the restricted stock award granted in 2010, without any reduction for risk of forfeiture, as calculated under ASC Topic 718 on the date of grant.

(2)

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This row reflects the possible payouts with respect to grants of annual incentive awards under the Company's CIP for performance in 2010. Each of the executives is assigned a target bonus which is a percentage of the executive's annual base salary; there is no threshold amount for annual incentive awards. Under the terms of the awards, upon the achievement of the relevant performance targets, each NEO is eligible to receive an annual incentive award equal to the lesser of \$10,000,000 or two times the executive's target bonus, subject to the Compensation Committee's discretion to reduce the award. The amounts of annual incentive awards actually paid in 2011 for performance in 2010 are disclosed in the Non-Equity Incentive Plan Compensation column of the Summary Compensation Table above. For more information regarding the terms of these annual incentive awards, please see Compensation Discussion and Analysis Elements of In-Service Compensation Annual Cash Incentives.

- (3) This row reflects the future payouts with respect to the cash performance awards that were granted under the Company's long-term incentive program in 2010. Each performance award was granted with a target



**Table of Contents**

payment, subject to actual payment based on a sliding scale ranging from zero to 110% of the target amount. These performance awards will be payable in the first quarter of 2013, subject to continued employment requirements, if the Company achieves specified performance targets in the year ending December 31, 2012. For more information regarding the terms of these performance awards, please see Compensation Discussion and Analysis Elements of In-Service Compensation Long-term Incentives Cash Performance Awards.

(4) This row reflects the number of restricted stock units awarded in 2010. These grants of restricted stock units, which were made under the Company's 2010 Employee Stock Plan, are expected to cliff vest on the third anniversary of the grant date. In addition, Company common stock was issued as dividends in respect of outstanding Cablevision restricted stock awards held as of the Distribution. Such Company common stock is restricted on the same basis as underlying Cablevision restricted stock awards. Such Distribution-related shares held by certain of the NEOs are not reflected in this table, but are included in the Outstanding Equity Awards at Fiscal Year End table and the Options Exercised and Stock Vested table. For a further discussion of Distribution-related equity grants, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.

(5) Mr. Ratner received 107,800 restricted stock units on March 29, 2010. In addition, in connection with his employment agreement, Mr. Ratner received a one-time special award which consisted of 118,500 shares of restricted stock and 118,500 restricted stock units on March 29, 2010. All of these awards are expected to cliff vest on the third anniversary of the grant.

**Outstanding Equity Awards at Fiscal Year-End**

The table below shows (i) each grant of stock options and stock appreciation rights that are still unexercised and outstanding and (ii) the aggregate number of unvested restricted stock units and shares of unvested restricted stock (including Distribution-related shares) outstanding for each NEO, in each case as of December 31, 2010.

Name	Number of Securities Underlying Unexercised Options(%)		Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options(%)	Option Awards		Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that Have Not Vested(%)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that Have Not Vested(\$)(1)
	Exercisable	Unexercisable	Options(%)	Option Exercise Price(\$)	Option Expiration Date	Shares, Units or Other Rights that Have Not Vested(%)	Shares, Units or Other Rights that Have Not Vested(\$)(1)
James L. Dolan	41,666			7.49	6/25/2013	105,575(4)	2,721,724
	30,000			7.27	10/1/2014		
	15,000			10.78	11/8/2015		
	18,600			10.78	10/1/2014		
	30,000			10.78	11/8/2015		
	66,000			14.25	06/05/2016		
	75,258(2)	150,517(2)		7.12	09/05/2014		
Hank J. Ratner	8,333			7.27	10/01/2014	407,825(5)	10,513,729
	16,666			10.78	11/08/2015		
	12,500			10.78	11/08/2015		
	15,500			10.78	10/01/2014		
	55,000			14.25	06/05/2016		
	67,175(3)	134,350(3)		7.12	09/05/2014		
Robert M. Pollichino(7)	1,875			7.27	10/01/2014	26,125(4)	673,503
	2,000			10.78	11/08/2015		
Lawrence J. Burian (7)	500			7.27	10/01/2014	18,850(4)	485,953
	1,000			10.78	11/08/2015		

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Joseph F. Yospe

8,200(6)

211,396

(1) Calculated using the closing price of Class A common stock on NASDAQ on December 31, 2010 of \$25.78 per share.

**Table of Contents**

- (2) 225,775 Company stock options were granted to Mr. Dolan in connection with the Distribution with respect to a March 5, 2009 award of Cablevision stock options. Such Company stock options vest in three equal installments on each of March 5, 2010, March 5, 2011, and March 5, 2012. For a further discussion on Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (3) 201,525 Company stock options were granted to Mr. Ratner in connection with the Distribution with respect to a March 5, 2009 award of Cablevision stock options. Such Company stock options vest in three equal installments on each of March 5, 2010, March 5, 2011, and March 5, 2012. For a further discussion on Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (4) With respect to Messrs. Dolan, Pollichino and Burian, the total in this column represents both restricted stock units granted as a long-term incentive award in March 2010, and Distribution-related shares issued as dividends on outstanding Cablevision restricted stock awards. With respect to each such individual, as of December 31, 2010: Mr. Dolan has 35,000 outstanding Company restricted stock units and 70,575 outstanding Distribution-related shares; Mr. Pollichino has 19,000 outstanding Company restricted stock units and 7,125 outstanding Distribution-related shares; and Mr. Burian has 12,000 outstanding Company restricted stock units and 6,850 outstanding Distribution-related shares. For a further discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (5) With respect to Mr. Ratner, the total in this column represents an award of 107,800 restricted stock units granted as a long-term incentive award in March 2010, a special one-time award of 118,500 restricted stock units and 118,500 shares of restricted stock granted in March 2010, and 63,025 Distribution-related shares issued as dividends on outstanding Cablevision restricted stock awards. For a further discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (6) With respect to Mr. Yospe, the total in this column represents an award of 8,200 restricted stock units granted by the Compensation Committee as an annual long-term incentive award in March 2010.
- (7) As discussed in greater detail under Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards, Messrs. Pollichino and Burian hold certain Cablevision equity-based awards which, following the Distribution, are subject to continued employment by the Company. As of December 31, 2010, (i) Robert M. Pollichino held 15,500 Cablevision stock options (all of which were vested), and 28,500 shares of Cablevision restricted stock; and (ii) Lawrence J. Burian held 6,000 Cablevision stock options (all of which were vested), and 27,400 shares of Cablevision restricted stock. Outstanding Cablevision equity-based awards held by Messrs. Dolan and Ratner are subject to their respective continued employment by Cablevision.

**Option Exercises and Stock Vested**

The table below shows stock option exercises during 2010 and restricted stock awards that vested during 2010.

Name	Option Exercises		Restricted Stock	
	Number of Shares Acquired on Exercise	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (1)	Value Realized on Vesting (\$)(2)
James L. Dolan			25,375	520,188
Hank J. Ratner (3)	5,954	106,577(4)	22,650	464,325
Robert M. Pollichino			2,150	44,075
Lawrence J. Burian			2,050	42,025
Joseph F. Yospe				



**Table of Contents**

- (1) This column represents Distribution-related shares of Company stock issued as a dividend on Cablevision restricted shares granted in March 2007. The restrictions on such Distribution-related shares lapsed in March 2010. For a more detailed discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (2) Calculated using the closing price (per share) of the Class A common stock on NASDAQ on March 2, 2010, the vesting date.
- (3) In connection with the Distribution, Mr. Ratner received 5,954.5 stock appreciation rights with respect to a pre-Distribution grant of Cablevision stock appreciation rights. In May 2010, Mr. Ratner exercised his stock appreciation rights. Such exercise is not included in this table because these stock appreciation rights were settled in cash by Cablevision. For a more detailed discussion of Distribution-related equity awards, see Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards.
- (4) Calculated using the closing price (per share) of Class A common stock on NASDAQ on May 11, 2010, the date of exercise less the option price per share multiplied by the number of options exercised.

**Pension Benefits**

The table below shows the present value of accumulated benefits payable to each of our NEOs, including the number of years of service credited to each NEO, under our defined benefit pension plans as of December 31, 2010.

Name	Plan Name	Number of Years Credited Service (#)	Present Value of Accumulated Benefit (\$)	Payments During Last Fiscal Year (\$)
James L. Dolan	MSG Cash Balance Pension Plan	0(1)	0	
	MSG Excess Cash Balance Plan	1(1)	35,231	
Hank J. Ratner	MSG Cash Balance Pension Plan	1(2)	1,274	
	MSG Excess Cash Balance Plan	1(2)	72,711	
Robert M. Pollichino	MSG Cash Balance Pension Plan	3(3)	63,241	
	MSG Excess Cash Balance Plan	3(3)	87,770	
	MSG Retirement Plan	10(4)	241,172	
	MSG Excess Retirement Plan	10(4)	762,493	
Lawrence J. Burian	MSG Cash Balance Pension Plan	10(3)	101,531	
	MSG Excess Cash Balance Plan	10(3)	66,184	
Joseph J. Yospe	MSG Cash Balance Pension Plan	0	0	
	MSG Excess Cash Balance Plan	0	0	

- (1) Mr. Dolan does not participate in the MSG Cash Balance Pension Plan. He commenced participation in the MSG Excess Cash Balance Plan in connection with the Distribution. Amounts accrued by Mr. Dolan prior to the Distribution under both the Cablevision Cash Balance Pension Plan and the Cablevision Excess Cash Balance Plan remain in such plans. Mr. Dolan continues to participate in the Cablevision Cash Balance Pension Plan and the Cablevision Excess Cash Balance Plan in connection with his Cablevision employment.
- (2) Mr. Ratner commenced participation in the MSG Cash Balance Plan and the MSG Excess Cash Balance Plan in connection with the Distribution. Amounts accrued by Mr. Ratner prior to the Distribution under both the Cablevision Cash Balance Pension Plan and the

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Cablevision Excess Cash Balance Plan remain in such plans. Mr. Ratner continues to participate in the Cablevision Excess Cash Balance Plan in connection with his Cablevision employment.

- (3) In connection with the Distribution, Messrs. Pollichino and Burian's accrued benefits under each of the Cablevision Cash Balance Pension Plan and Cablevision Excess Cash Balance Plan were transferred to the

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**Table of Contents**

MSG Cash Balance Pension Plan and MSG Excess Cash Balance Plan, respectively. Their number of years of credited service include the period of their participation in the Cablevision plans prior to the Distribution.

(4) Accruals under both the MSG Retirement Plan and MSG Excess Retirement Plan were frozen as of December 31, 2007. We maintain several benefit plans for our executives. The material terms and conditions are discussed below.

***Madison Square Garden, L.P. Cash Balance Pension Plan ( MSG Cash Balance Pension Plan )***

The MSG Cash Balance Pension Plan is a tax-qualified defined benefit plan that generally covers regular full-time and part-time non-union employees of the Company and certain of its affiliates who have completed one year of service. A notional account is maintained for each participant under the plan, including the NEOs (other than Mr. Dolan), which consists of (i) annual allocations made by the Company as of the end of each year on behalf of each participant who has completed 800 hours of service during the year that range from 3% to 9% of the participant's compensation, based on the participant's age and (ii) monthly interest credits based on the average of the annual rate of interest on the 30-year U.S. Treasury Bonds for the months of September, October and November of the prior year. Compensation includes all direct cash compensation received while a participant as part of the participant's primary compensation structure (excluding bonuses, fringe benefits, and other compensation that is not received on a regular basis), and before deductions for elective deferrals (in accordance with the Internal Revenue Code limits, the maximum compensation taken into account in determining benefits was limited to \$245,000 in 2010).

A participant's interest in the cash balance plan is subject to vesting limitations for the first three years of employment. A participant's account will also vest in full upon his or her termination due to death, disability or retirement after attaining age 65. Upon retirement or other termination of employment with the Company, the participant may elect a distribution of the vested portion of the cash balance account. Any amounts remaining in the plan will continue to be credited with interest until the account is paid. The normal form of benefit payment for an unmarried participant is a single life annuity and the normal form of benefit payment for a married participant is a 50% joint and survivor annuity. The participant, with spousal consent if applicable, can waive the normal form and elect a single life annuity or a lump sum. Effective on March 1, 2011, the MSG Retirement Plan (as described below) was merged into the MSG Cash Balance Pension Plan. The merged plan remains named the MSG Cash Balance Pension Plan, but provides the same benefits that were previously provided by the two separate plans.

***Madison Square Garden, L.P. Excess Cash Balance Plan ( MSG Excess Cash Balance Plan )***

The MSG Excess Cash Balance Plan is a non-qualified deferred compensation plan that is intended to provide eligible participants, including each of the NEOs, with the portion of their overall benefit that they would accrue under the MSG Cash Balance Pension Plan but for Internal Revenue Code limits on the amount of compensation (as defined in the MSG Cash Balance Pension Plan) that can be taken into account in determining benefits under tax-qualified plans (\$245,000 in 2010). The Company maintains a notional excess cash balance account for each eligible participant, and for each calendar year, credits these accounts with the portion of the allocation that could not be made on his behalf under the MSG Cash Balance Pension Plan due to the compensation limitation. In addition, the Company credits each notional excess cash balance account monthly with interest at the same rate used under the MSG Cash Balance Pension Plan. A participant vests in the excess cash balance account according to the same schedule in the MSG Cash Balance Pension Plan. The excess cash balance account, to the extent vested, is paid in a lump sum to the participant as soon as practicable following his or her retirement or other termination of employment with the Company.

***Madison Square Garden, L.P. Retirement Plan ( MSG Retirement Plan )***

The MSG Retirement Plan is a tax-qualified defined benefit plan covering substantially all of our non-union full-time and eligible part-time employees, including Mr. Pollichino, who were hired prior to January 1, 2001. Effective as of January 1, 2001, membership in the plan was frozen and benefit accruals under the plan continued only for employees who were already active participants in the plan as of December 31, 2000. As of

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**Table of Contents**

December 31, 2007, the plan was amended to freeze all benefit accruals effective January 1, 2008 and eliminate the ability of participants to earn benefits for future service under this plan.

The plan provides a benefit at retirement equal to (i) 2% of a participant's final average pay (as defined in the plan) multiplied by years of benefit service up to 20 years; plus (ii) 1% of the participant's final average pay multiplied by years of benefit service (as defined in the plan) in excess of 20 years; minus (iii) 1.25% of the participant's Social Security benefit multiplied by total benefit service up to 40 years. Final average pay is based on the highest average compensation paid during 60 consecutive months out of the last 120 months of benefit service. Compensation means the basic cash remuneration paid to the participant, including annual bonus, commissions and overtime pay, and before deductions for elective deferrals (up to applicable Internal Revenue Code limits).

As a result of plan participants' benefits under the plan being frozen, any pay earned and service completed after that date will not be taken into account when determining the amount of a participant's benefit under the plan. Participants will continue to earn eligibility towards early retirement as long as they remain our employees. Normal retirement under the plan is age 65; however, participants who have attained age 55 and completed at least 10 years of vesting service may retire prior to age 65 and receive a reduced benefit. Pursuant to these plan terms, Mr. Pollichino is eligible for an early retirement benefit under the MSG Retirement Plan.

The normal form of benefit is a single life annuity for an unmarried participant and a 50% joint and survivor annuity for a married participant. The participant, with the spouse's consent if married, may waive the normal form and elect an optional form of payment, including a single life annuity, a 50%, 75% or 100% joint and survivor annuity, a 10-year certain and life annuity, a level income option that integrates with Social Security benefits, and a lump sum payment if the actuarial present value of the benefit does not exceed \$10,000.

As discussed above, the MSG Retirement Plan was merged into the MSG Cash Balance Plan, effective March 1, 2011. This merger did not adversely impact any participant in either of the two plans.

***Madison Square Garden, L.P. Excess Retirement Plan ( MSG Excess Retirement Plan )***

The MSG Excess Retirement Plan is a non-qualified defined contribution plan that provides eligible participants, including Mr. Pollichino, with the portion of their benefit that cannot be paid to them under the Retirement Plan due to Internal Revenue Code limits on the amount of compensation that can be taken into account in determining benefits under tax-qualified plans. Future benefit accruals under the MSG Excess Retirement Plan ceased as of January 1, 2008 in conjunction with the cessation of future accruals under the MSG Retirement Plan.

Benefits are payable under the MSG Excess Retirement Plan upon the participant's termination of employment. The normal form of payment under the MSG Excess Retirement Plan is a life annuity for all participants. Instead of the normal form of payment, participants may have instead elected a 50%, 75% or 100% joint and survivor annuity option or a 10-year certain and life annuity option. Based upon his age and years of benefit service, Mr. Pollichino's monthly accrued benefit payable at age 65 under the plan is \$6,111.

***Madison Square Garden, L.P. 401(k) Savings Plan ( MSG Savings Plan )***

Under the MSG Savings Plan, a tax-qualified retirement savings plan, participating employees, including the NEOs (other than Mr. Dolan), may contribute into their plan accounts a percentage of their eligible pay on a before-tax basis as well as a percentage of their eligible pay on an after-tax basis. The participants are eligible to receive a matching contribution from the Company of up to 50% of the first 6% of eligible pay contributed by participating employees. A participant is always fully vested in his own contributions, and the Company matching contributions cliff vest on the third anniversary of the date of hire (subject to full vesting upon his death, disability or retirement after attaining age 65). Prior to 2011, the MSG Savings Plan was operated as part of the Cablevision 401(k) Savings Plan (the CVC Plan). On February 1, 2011, MSG established its own plan and the related MSG assets in the CVC Plan were transferred to the MSG Savings Plan. Accordingly, for the year ending December 31, 2010, references to the MSG Savings Plan refer to the CVC Plan.



**Table of Contents****Madison Square Garden, L.P. Excess 401(k) Savings Plan ( MSG Excess Savings Plan )**

The MSG Excess Savings Plan is an unfunded, non-qualified deferred compensation plan that operates in conjunction with the Company's tax-qualified MSG Savings Plan. An employee is eligible to participate in the MSG Excess Plan for a calendar year if his compensation (as defined in the MSG Savings Plan) in the preceding year exceeded (or would have exceeded, if the employee had been employed for the entire year) the IRS limit on the amount of compensation that can be taken into account in determining contributions under tax-qualified retirement plans (\$245,000 in 2010) and he makes an election to participate prior to the beginning of the year. An eligible employee whose contributions to the MSG Savings Plan are limited as a result of this compensation limit or as a result of reaching the maximum 401(k) deferral limit (\$16,500 or \$22,000 if 50 or over for 2010) can continue to make pre-tax contributions under the MSG Excess Savings Plan of up to 6% of his eligible pay. In addition, the Company will make matching contributions of up to 50% of the first 6% of eligible pay contributed by the employee. A participant is always fully vested in his own contributions and vests in the Company matching contributions on the third anniversary of the date of hire (subject to full vesting upon his death, disability or retirement after attaining age 65). Account balances under the MSG Excess Savings Plan are credited monthly with the rate of return earned by the Stable Value Fund offered as an investment alternative under the MSG Savings Plan. Distributions of vested benefits are made in a lump sum as soon as practicable after the participant's termination of employment with the Company. Prior to 2011, the MSG Excess Savings Plan was operated as part of the Cablevision Excess 401(k) Savings Plan (the CVC Excess Plan). On February 1, 2011, MSG established its own plan and the related MSG assets in the CVC Excess Plan were transferred to the MSG Excess Savings Plan. Accordingly, for the year ending December 31, 2010, references to the MSG Excess Savings Plan refer to the CVC Excess Plan.

**Nonqualified Deferred Compensation**

The table below shows (i) the contributions made by each named executive officer and the Company in 2010, (ii) aggregate earnings on each named executive officer's account balance in 2010 and (iii) the account balance of each of our NEOs under the MSG Excess Savings Plan as of December 31, 2010.

Name	Plan Name	Executive Contributions in		Aggregate Earnings in 2010 FY \$(3)	Aggregate Withdrawals/ Distributions (\$)	Aggregate Balance at 2010 FY \$(4)
		2010 FY \$(1)	Registrant Contributions in 2010 FY \$(2)			
James L. Dolan	MSG Excess Savings Plan	27,577	15,519	372		43,468
Hank J. Ratner	MSG Excess Savings Plan	63,477	31,739	858		96,074
Robert M. Pollichino	MSG Excess Savings Plan	30,481	13,866	8,029		410,095
Lawrence J. Burian	MSG Excess Savings Plan	23,539	11,769	3,913		209,959
Joseph J. Yospe	MSG Excess Savings Plan					

- (1) These amounts represent a portion of the executives' salaries, which are included in the numbers reported in the Salary column of the Summary Compensation Table that the executives contributed to the MSG Excess Savings Plan.
- (2) These amounts are reported in the All Other Compensation column of the Summary Compensation Table. These amounts do not include deferred compensation awards credited in 2010 and included in the Summary Compensation Table under All Other Compensation and described in Note 7 to that table.
- (3) These amounts are not reported in the All Other Compensation column of the Summary Compensation Table.

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- (4) Amounts accrued by Messrs. Dolan and Ratner under the Cablevision Excess Savings Plan prior to the Distribution were not transferred to the MSG Excess Savings Plan in connection with the spin-off of such plan and are therefore not reflected in this column. Such balances remain in the Cablevision Excess Savings Plan. Amounts accrued by Messrs. Pollichino and Burian under the Cablevision Excess Savings Plan prior to the Distribution were transferred over to the MSG Excess Savings Plan and are reflected in this column.

**Table of Contents**

***Termination and Severance***

This section describes the payments that would be received by executive officers upon various terminations of employment scenarios. The information under *Separation from the Company* assumes that the NEO was employed by the Company under his applicable agreement, and his employment terminated as of December 31, 2010. This information is presented to illustrate the payments such executives would have received from the Company under the various termination scenarios.

**Separation from the Company**

Payments may be made to NEOs upon the termination of their employment with the Company depending upon the circumstances of their termination, which include termination by the Company without cause, termination by the employee for good reason, other voluntary termination by the employee, retirement, death, disability, or termination following a change in control of the Company or following a going-private transaction. Certain of these circumstances are addressed in employment agreements between the Company and the NEOs. For a description of termination provisions in the employment agreements, see *Employment Agreements* above. In addition, award agreements for long-term incentives also address some of these circumstances.

**Quantification of Termination and Severance**

The following tables set forth a quantification of estimated severance and other benefits payable to the NEOs under various circumstances regarding the termination of their employment. In calculating these severance and other payments, we have taken into consideration or otherwise assumed the following:

Termination of employment occurred after the close of business on December 31, 2010.

We have valued equity awards using the closing market price of Class A common stock on NASDAQ on December 31, 2010, the last trading day of the year, of \$25.78.

We have valued stock options at their intrinsic value, equal to the difference between \$25.78 and the per share exercise price, multiplied by the number of shares underlying the stock options.

In the event of termination of employment, the payment of certain long-term incentive awards and other amounts may be delayed, depending upon the terms of each specific award agreement, the provisions of the applicable NEO's employment agreement and the applicability of Code Section 409A. In quantifying aggregate termination payments, we have not taken into account the timing of the payments and we have not discounted the value of payments that would be made over time, except where otherwise disclosed.

We have assumed that all performance metrics for performance-based awards are achieved (but not exceeded).

*Benefits Payable as a Result of Voluntary Termination of Employment by Employee\**

<b>Elements</b>	<b>James L. Dolan</b>	<b>Hank J. Ratner</b>	<b>Robert M. Pollichino</b>	<b>Lawrence J. Burian</b>	<b>Joseph F. Yospe</b>
Severance					
Pro rata bonus					
Unvested restricted stock					
Unvested stock options					
Performance awards					
Deferred compensation award			\$586,919(1)	\$507,713(1)	



**Table of Contents**

\* The amounts in this table do not include any pension or other vested retirement benefits.

(1) Represents the then-current amount of his deferred compensation award due and payable upon a termination as of December 31, 2010.  
*Benefits Payable as a Result of Termination of Employment By Employee Due to Retirement\**

Elements	James L. Dolan	Hank J. Ratner	Robert M. Pollichino	Lawrence J. Burian	Joseph F. Yospe
Severance					
Pro rata bonus					
Unvested restricted stock					
Unvested stock options					
Performance awards					
Deferred compensation award			\$586,919(1)	\$507,713(1)	
Health insurance benefits			\$150,000(2)		

\* The amounts in this table do not include any pension or other vested retirement benefits.

(1) Represents the then-current award amount of his deferred compensation award due and payable upon a termination as of December 31, 2010.

(2) Represents the present value of Mr. Pollichino's benefits under the Madison Square Garden Retiree Medical Program. Among the NEOs, only Mr. Pollichino is eligible to participate.

*Benefits Payable as a Result of Termination of Employment by the Company for Cause*

In the event of termination by MSG for Cause, no executive officer would have been entitled to any payments at December 31, 2010.

*Benefits Payable as a Result of Termination of Employment by the Company Without Cause\**

Elements	James L. Dolan	Hank J. Ratner	Robert M. Pollichino(8)	Lawrence J. Burian(8)	Joseph F. Yospe
Severance	\$ 3,000,000(1)	\$ 7,200,000(1)	\$ 2,240,000(1)	\$ 1,920,000(1)	\$ 580,000(2)
Pro rata bonus	\$ 1,154,888(3)	\$ 2,771,253(3)	\$ 489,591(3)	\$ 411,079(3)	
Unvested restricted stock	\$ 902,300(4)	\$ 8,888,944(5)			
Unvested stock options					
Performance awards	\$ 1,050,000(6)	\$ 3,240,000(6)			
Deferred compensation award			\$ 586,919(7)	\$ 507,713(7)	
Health insurance benefits					

\* The amounts in this table do not include any pension or other vested retirement benefits.

- (1) Represents severance equal to two times the sum of his annual base salary and annual target bonus.
- (2) Represents severance equal to the sum of his annual base salary and annual target bonus.
- (3) Represents a pro rata annual bonus for the year in which the termination occurred, payable to the same extent as annual bonuses are paid to the other executives, and in the case of Messrs. Ratner, Pollichino and Burian, without regard to personal performance metrics.  
Mr. Burian's bonus includes \$34,500 funded by Cablevision for the period of 2010 during which Mr. Burian was a Cablevision employee.
- (4) Represents the full vesting of the 2010 grant of 35,000 restricted stock units.
- (5) Represents the full vesting of the 2010 grant of 226,300 restricted stock units (including the restricted stock unit portion of the one-time special grant made in 2010), and the 2010 grant of 118,500 shares of restricted stock (as part of the one-time special grant), with a value of \$5,834,014 and \$3,054,930, respectively.

**Table of Contents**

- (6) Represents the full target value of his 2010 performance award.
- (7) Represents the then-current amount of his deferred compensation award due and payable upon a termination as of December 31, 2010.
- (8) Upon a termination without cause of either Mr. Pollichino or Mr. Burian, the Compensation Committee is required to consider, in good faith, approving the vesting of their then-outstanding equity and cash performance awards on a pro-rata basis, subject to the satisfaction of any applicable performance criteria.

*Benefits Payable as a Result of Termination of Employment by Employee for Good Reason\**

Elements	James L. Dolan	Hank J. Ratner	Robert M. Pollichino(7)	Lawrence J. Burian(7)	Joseph F. Yospe
Severance	\$ 3,000,000(1)	\$ 7,200,000(1)	\$ 2,240,000(1)	\$ 1,920,000(1)	
Pro rata bonus	\$ 1,154,888(2)	\$ 2,771,253(2)	\$ 489,591(2)	\$ 411,079(2)	
Unvested restricted stock	\$ 902,300(3)	\$ 8,888,944(4)			
Unvested stock options					
Performance awards	\$ 1,050,000(5)	\$ 3,240,000(5)			
Deferred compensation award			\$ 586,919(6)	\$ 507,713(7)	
Health insurance benefits					

\* The amounts in this table do not include any pension or other vested retirement benefits.

- (1) Represents severance equal to two times the sum of his annual base salary and annual target bonus.
- (2) Represents a pro rata annual bonus for the year in which the termination occurred, payable to the same extent as annual bonuses are paid to the other executives, and in the case of Messrs. Ratner, Pollichino and Burian, without regard to personal performance metrics. Mr. Burian's bonus includes \$34,500 funded by Cablevision for the period of 2010 during which Mr. Burian was a Cablevision employee.
- (3) Represents the full vesting of the 2010 grant of 35,000 restricted stock units.
- (4) Represents the full vesting of the 2010 grant of 226,300 restricted stock units (including the restricted stock unit portion of the one-time special grant made in 2010), and the 2010 grant of 118,500 shares of restricted stock (as part of the one-time special grant), with a value of \$5,834,014 and \$3,054,930, respectively.
- (5) Represents the full target value of his 2010 performance award.
- (6) Represents the then-current amount of his deferred compensation award due and payable upon a termination as of December 31, 2010.

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- (7) Upon a termination by either Mr. Pollichino or Mr. Burian with good reason, the Compensation Committee is required to consider, in good faith, approving the vesting of their then-outstanding equity and cash performance awards on a pro-rata basis, subject to the satisfaction of any applicable performance criteria.

*Benefits Payable as a Result of Termination of Employment Due to Death\**

Elements	James L. Dolan	Hank J. Ratner	Robert M. Pollichino	Lawrence J. Burian	Joseph F. Yospe
Severance					
Pro rata bonus	\$ 1,154,888(1)	\$ 2,771,253(1)			
Unvested restricted stock	\$ 902,300(2)	\$ 8,888,944(3)	\$ 673,502(2)	\$ 485,953(2)	\$ 211,396(2)
Unvested stock options					
Performance awards	\$ 1,050,000(4)	\$ 3,240,000(4)	\$ 606,666(5)	\$ 520,000(5)	\$ 82,000(6)
Deferred compensation award			\$ 586,919(7)	\$ 507,713(7)	
Health insurance benefits					

\* The amounts in this table do not include any pension or other vested retirement benefits.



**Table of Contents**

- (1) Represents a pro rata annual bonus for the year in which the termination occurred, payable to the same extent as annual bonuses are paid to the other executives, and in the case of Mr. Ratner, without regard to personal performance metrics.
- (2) Represents the full vesting of the 2010 grant of restricted stock units and, for Messrs. Pollichino and Burian also include the lapsing of the restrictions on 7,125 and 6,850 Distribution-related shares, respectively. Not included on this table for Messrs. Pollichino and Burian are 28,500 and 27,400 Cablevision restricted shares, respectively, which would also vest upon a termination of such NEO's Company employment due to death.
- (3) Represents the full vesting of the 2010 grant of 226,300 restricted stock units (including the restricted stock unit portion of the one-time special grant made in 2010), and the 2010 grant of 118,500 shares of restricted stock (as part of the one-time special grant), with a value of \$5,834,014 and \$3,054,930, respectively.
- (4) Represents the full target value of his 2010 performance award.
- (5) Represents the full target value of his 2008 Cablevision performance award, and the pro rata target value of his 2009 Cablevision and 2010 Company performance awards. In the case of Mr. Pollichino, the Company has assumed the full liability for the Cablevision awards and, in the case of Mr. Burian, the Company received a pro rata amount from Cablevision to reflect the portions of the performance periods in such Cablevision awards occurring prior to February 1, 2010, Mr. Burian's start date with the Company.
- (6) Represents the pro rata target value of his 2010 Company performance award.
- (7) Represents the then-current amount of his deferred compensation award due and payable upon a termination as of December 31, 2010. *Benefits Payable as a Result of Termination of Employment Due to Disability\**

Elements	James L. Dolan	Hank J. Ratner	Robert M. Pollichino(5)	Lawrence J. Burian(5)	Joseph F. Yospe(5)
Severance					
Pro rata bonus	\$ 1,154,888(1)	\$ 2,771,253(1)			
Unvested restricted stock	\$ 902,300(2)	\$ 8,888,944(3)			
Unvested stock options					
Performance awards	\$ 1,050,000(4)	\$ 3,240,000(4)			
Deferred compensation award					
Health insurance benefits					

\* The amounts in this table do not include any pension or other vested retirement benefits.

- (1) Represents a pro rata annual bonus for the year in which the termination occurred, payable to the same extent as annual bonuses are paid to the other executives, and in the case of Mr. Ratner, without regard to personal performance metrics.

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- (2) Represents the full vesting of the 2010 grant of 35,000 restricted stock units.
- (3) Represents the full vesting of the 2010 grant of 226,300 restricted stock units (including the restricted stock unit portion of the one-time special grant made in 2010), and the 2010 grant of 118,500 shares of restricted stock (as part of the one-time special grant), with a value of \$5,834,014 and \$3,054,930, respectively.
- (4) Represents the full target value of his 2010 performance award.
- (5) A termination by the Company of any of Messrs. Pollichino, Burian or Yospe due to such NEO's disability, would be treated under their respective employment agreements as a termination by the Company without cause. For details on the amounts due upon such a termination by the Company without cause, please see the Benefits Payable as a Result of Termination of Employment by the Company Without Cause table.

**Table of Contents***Benefits Payable as a Result of Termination of Employment from the Company in Connection with a Change in Control or Going Private Transaction (1)\**

<b>Elements</b>	<b>James L. Dolan</b>	<b>Hank J. Ratner</b>	<b>Robert M. Pollichino(3)</b>	<b>Lawrence J. Burian(3)</b>	<b>Joseph F. Yospe(3)</b>
Severance	\$ 3,000,000(4)	\$ 7,200,000(4)	\$ 2,240,000(4)	\$ 1,920,000(4)	\$ 580,000(5)
Pro rata bonus	\$ 1,154,888(6)	\$ 2,771,253(6)	\$ 489,591(6)	\$ 411,079(6)	
Unvested restricted stock	\$ 902,300(7)	\$ 8,888,944(8)	\$ 489,820(9)	\$ 309,360(9)	\$ 211,396(9)
Unvested stock options					
Performance awards	\$ 1,050,000(10)	\$ 3,240,000(10)	\$ 570,000(10)	\$ 360,000(10)	\$ 246,000(10)
Deferred compensation award			\$ 586,919(11)	\$ 507,713(11)	
Health insurance benefits					

\* The amounts in this table do not include any pension or other vested retirement benefits.

- (1) The amounts payable as a result of termination of employment by the executive or the Company following a going private transaction are generally equal to or less than the amounts payable as a result of termination of employment by the executive or the Company following a change in control. Notwithstanding the amounts set forth in this table, if any payment otherwise due to any of Messrs. Dolan, Ratner, Pollichino or Burian would result in the imposition of an excise tax under Code Section 4999, then the Company will instead pay to the applicable NEO either (a) the amounts set forth in this table, or (b) the maximum amount that could be paid to such NEO without the imposition of the excise tax, whichever results in a greater amount of after-tax proceeds to such NEO.
- (2) If either of Messrs. Dolan or Ratner is terminated without cause or resigns with good reason following a change in control or a going private transaction, then he would be entitled to the amounts above. Additionally, if either of Messrs. Dolan or Ratner resigns without good reason in the thirteenth month following a change in control, he would be entitled to the amounts above.
- (3) If any of Messrs. Pollichino, Burian or Yospe is terminated without cause following a change in control or a going private transaction, then he would be entitled to the amounts above. Additionally, if either of Messrs. Pollichino or Burian resigns with good reason following a change in control or a going private transaction, then he would be entitled to the amounts above.
- (4) Represents severance equal to two times the sum of his annual base salary and annual target bonus.
- (5) Represents severance equal to the sum of his annual base salary and annual target bonus.
- (6) Represents a pro rata annual bonus for the year in which the termination occurred, payable to the same extent as annual bonuses are paid to the other executives, and in the case of Messrs. Ratner, Pollichino and Burian, without regard to personal performance metrics. Mr. Burian's bonus includes \$34,500 funded by Cablevision for the period of 2010 during which Mr. Burian was a Cablevision employee.
- (7) Represents the full vesting of the 2010 grant of 35,000 restricted stock units.

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- (8) Represents the full vesting of the 2010 grant of 226,300 restricted stock units (including the restricted stock unit portion of the one-time special grant made in 2010), and the 2010 grant of 118,500 shares of restricted stock (as part of the one-time special grant), with a value of \$5,834,014 and \$3,054,930, respectively.
- (9) Represents the value of the 2010 grant of 19,000, 12,000 and 8,200 restricted stock units for each of Messrs. Pollichino, Burian and Yospe, respectively. Upon a change in control or going private transaction, Messrs. Pollichino, Burian and Yospe will be entitled to either (in the successor entity's discretion) (a) cash equal to the unvested units multiplied by the per share price paid in the change in control or going private transaction, or (b) only if the successor entity is a publicly traded company, a replacement unit award from the successor entity with the same terms. Any such cash award would be payable upon the earliest of (x) the date the units were originally scheduled to vest so long as the executive remains continuously employed, (y) a termination without cause or a resignation with good reason, or (z) only if the successor entity elects clause (b) above, upon a resignation without good reason that is at least six months, but no more than nine months following the change in control or going private transaction.

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**Table of Contents**

(10) Represents the 2010 cash performance award target, which becomes payable upon a change in control, regardless of whether the applicable executive's employment is terminated, or upon a going private transaction if the applicable executive is employed through January 1, 2013 or is terminated without Cause or resigns for Good Reason prior to such date.

(11) Represents the then-current amount of his deferred compensation award due and payable upon a termination as of December 31, 2010.

***Treatment of Legacy Cablevision Options, Rights, Restricted Stock, Restricted Stock Units and Other Awards***

***Options, Rights, Restricted Stock and Restricted Stock Units***

In connection with the Distribution, each Cablevision stock option and stock appreciation right (right or SAR) became two options/rights. Cablevision options were converted into options to acquire Cablevision NY Group Class A Common Stock and options to acquire the Company's Class A Common Stock. Cablevision rights were converted into rights with respect to the cash value of Cablevision NY Group Class A Common Stock and rights with respect to the cash value of the Company's Class A Common Stock. The number of shares of the Company's Class A Common Stock that became subject to each option/right was based on the 1:4 distribution ratio (*i.e.*, one share of the Company's common stock for every four shares of Cablevision). The options and the rights with respect to the Company's Class A Common Stock were issued under the new Madison Square Garden, Inc. 2010 Employee Stock Plan or the new Madison Square Garden, Inc. 2010 Stock Plan for Non-Employee Directors, as applicable. The existing exercise price was allocated between the existing Cablevision options/rights and the Company's new options/rights based upon ten-day weighted-average prices of the Cablevision NY Group Class A Common Stock and the Company's Class A Common Stock, taking into account the 1:4 distribution ratio. As a result of this adjustment, 82.63% of the pre-Distribution exercise price of options and rights was allocated to the Cablevision options and rights and 17.37% was allocated to the new Madison Square Garden, Inc. options and rights. Other than the split of the Cablevision options and rights and the allocation of the existing exercise price, upon issuance of our new options and rights there was no additional adjustment to the existing Cablevision options and rights in connection with the Distribution and the terms of each employee's applicable Cablevision award agreement continue to govern the Cablevision options and rights. The options and rights that were issued in respect of outstanding Cablevision stock options and rights will be affected by a change in control or going private transaction of the Company or Cablevision, as set forth in the terms of the award agreement.

Further, in the Distribution, one share of the Company's Class A Common Stock was issued in respect of every four shares of Cablevision restricted stock and these Company shares are restricted on the same basis as the underlying Cablevision restricted shares. These shares were not issued under any of the Company's new equity plans as they were issued as a dividend in respect of Cablevision NY Group Class A Common Stock in connection with the Distribution. If a holder of Cablevision restricted stock forfeits such restricted stock and therefore forfeits our accompanying shares, the Company shares will be returned to our treasury.

Cablevision has issued restricted stock units to its non-employee directors which represent unfunded, unsecured rights to receive shares of Cablevision NY Group Class A Common Stock (or cash or other property) at a future date upon the satisfaction of the conditions specified by the Compensation Committee in the award agreement. Such restricted stock units were fully vested on the date of grant. Upon Distribution, each holder of a restricted stock unit received one share of our Class A Common Stock in respect of every four Cablevision restricted stock units owned on the record date and continued to be entitled to a share of Cablevision NY Group Class A Common Stock (or cash or other property) in accordance with the award agreement. Such shares of Class A Common Stock were issued under our 2010 Stock Plan for Non-Employee Directors. Cablevision has issued to its non-employee directors options to purchase its Cablevision NY Group Class A Common Stock, and such options are fully vested. In connection with the Distribution, each Cablevision option became two options: one an option to acquire Cablevision NY Group Class A Common Stock and one an option to acquire our Class A Common Stock. The allocation of exercise price between the existing non-employee director Cablevision options and our new non-employee director options and the number of shares subject to those new options was determined in the same manner as described above for our options/rights issued under our 2010 Employee Stock Plan at the time of the Distribution.

**Table of Contents**

***Other Awards***

In 2008 and 2009, Cablevision granted three-year performance awards to executives and certain other members of management of the Company under Cablevision's 2006 Cash Incentive Plan. The performance objectives in each employee's applicable award agreement were required to be adjusted to reflect the exclusion of our business from the business of Cablevision.

Deferred compensation awards granted by Cablevision pursuant to Cablevision's Long-Term Incentive Plan (which was superseded by Cablevision's Cash Incentive Plan in 2006) were unaffected by the Distribution.

With respect to outstanding long-term cash and equity awards, the Company and Cablevision are not regarded as competitive entities of each other for purposes of any non-competition provisions contained in the applicable award agreements. With respect to all outstanding Cablevision awards (and our options and stock appreciation rights issued in connection with such awards) holders of such awards will continue to vest in them so long as they remain employed by the Company, Cablevision or affiliates of either entity, provided that an employee who moves between the Company or one of its subsidiaries, on the one hand, and Cablevision or one of its subsidiaries, on the other hand, at a time when the two entities are no longer affiliates will not continue to vest in our awards and such change will constitute a termination of employment for purposes of the award agreement. Notwithstanding the foregoing, Messrs. James L. Dolan and Hank J. Ratner will continue to vest in their outstanding Cablevision awards (as well as in Company stock options and stock appreciation rights issued upon the Distribution with respect to such outstanding Cablevision awards) based solely on their continued service with Cablevision and not in respect of their continued service with the Company and its subsidiaries.

We are not responsible for any payments associated with any annual, long-term cash or deferred compensation award granted by Cablevision to Mr. Dolan or Mr. Ratner that was outstanding as of the Distribution. Payment of such awards is the sole responsibility of Cablevision. Payments of any awards granted to Mr. Pollichino will continue to be the responsibility of the Company. The Company has assumed all liabilities relating to annual, long-term cash or deferred compensation awards granted by Cablevision to Mr. Burian that were outstanding as of the Distribution; however, Cablevision has funded the portion of those awards accrued through February 1, 2010, the date he transferred to the Company.

The performance awards and deferred compensation awards applicable to our other employees were assigned by Cablevision to us and have been assumed by us.

**Table of Contents**

**Item 15. Exhibits and Financial Statements Schedules**

**EXHIBIT**

NO.	DESCRIPTION
2.1	Distribution Agreement between Cablevision Systems Corporation and Madison Square Garden, Inc. (incorporated by reference to Exhibit 2.1 to Amendment No. 7 to the Company's Registration Statement on Form 10 filed on January 14, 2010).
3.1	Amended and Restated Certificate of Incorporation of The Madison Square Garden Company (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on February 10, 2010).
3.1A	Certificate of Ownership and Merger merging The Madison Square Garden Company With and Into Madison Square Garden, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2011).
3.2	Amended By-Laws of The Madison Square Garden Company (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2011).
4.1	Registration Rights Agreement by and among Madison Square Garden, Inc. and The Charles F. Dolan Children Trusts (incorporated by reference to Exhibit 3.5 to Amendment No. 7 to the Company's Registration Statement on Form 10 filed on January 14, 2010).
4.2	Registration Rights Agreement by and among Madison Square Garden, Inc. and The Dolan Family Affiliates (incorporated by reference to Exhibit 3.6 to Amendment No. 7 to the Company's Registration Statement on Form 10 filed on January 14, 2010).
4.3	Transfer Consent Agreement with NBA, dated February 9, 2010 (incorporated by reference to Exhibit 3.7 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
4.4	Transfer Consent Agreement with NHL, dated February 9, 2010 (incorporated by reference to Exhibit 3.8 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.1	Transition Services Agreement between Cablevision Systems Corporation and Madison Square Garden, Inc., dated January 12, 2010 (incorporated by reference to Exhibit 10.1 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.2	Tax Disaffiliation Agreement between Cablevision Systems Corporation and Madison Square Garden, Inc., dated January 12, 2010 (incorporated by reference to Exhibit 10.2 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.3	Employee Matters Agreement between Cablevision Systems Corporation and Madison Square Garden, Inc., dated January 12, 2010 (incorporated by reference to Exhibit 10.3 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.4	Madison Square Garden, Inc. 2010 Employee Stock Plan (incorporated by reference to Exhibit 10.4 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.5	Madison Square Garden, Inc. 2010 Cash Incentive Plan (incorporated by reference to Exhibit 10.5 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.6	Madison Square Garden, Inc. 2010 Stock Plan for Non-Employee Directors (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the Quarter Ended March 31, 2010 filed on May 7, 2010).
10.7	Lease Agreement, between RCPI Trust and Radio City Productions LLC, relating to Radio City Music Hall, dated December 4, 1997 (incorporated by reference to Exhibit 10.7 to Amendment No. 4 to the Company's Registration Statement on Form 10 filed on November 4, 2009).+
10.8	First Amendment to Original Lease Agreement, dated December 4, 1997, between RCPI Trust and Radio City Productions LLC, dated February 19, 1999 (incorporated by reference to Exhibit 10.8 to Amendment No. 4 to the Company's Registration Statement on Form 10 filed on November 4, 2009).
10.9	Second Amendment to Original Lease Agreement, dated December 4, 1997, between RCPI Landmark Properties, LLC and Radio City Productions LLC, dated November 6, 2002 (incorporated by reference to Exhibit 10.9 to Amendment No. 4 to the Company's Registration Statement on Form 10 filed on November 4, 2009). +

**Table of Contents**

10.10	Third Amendment to Original Lease Agreement, dated December 4, 1997, between RCPI Landmark Properties, LLC and Radio City Productions LLC, dated August 14, 2008 (incorporated by reference to Exhibit 10.10 to Amendment No. 3 to the Company's Registration Statement on Form 10 filed on October 19, 2009).+
10.11	Fourth Amendment to Lease, dated January 24, 2011 between RCPI Landmark Properties, LLC and Radio City Productions LLC (incorporated by reference to Exhibit 10.11 to the Company's Form 10-K for the fiscal year ended December 31, 2010 filed on March 4, 2011).+
10.12	Restated Guaranty of Lease between Madison Square Garden, L.P. and RCPI Landmark Properties, LLC, dated August 14, 2008 (incorporated by reference to Exhibit 10.11 to Amendment No. 4 to the Company's Registration Statement on Form 10 filed on November 4, 2009).+
10.13	First Amendment to Restated Guaranty dated as of March 22, 2010 by and among RCPI Landmark Properties, LLC and Madison Square Garden, L.P. (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarter ended June 30, 2010 filed on August 6, 2010). +
10.14	Second Amendment to Restated Guaranty dated as of January 24, 2011 by and among RCPI Landmark Properties, LLC and Madison Square Garden, L.P. (incorporated by reference to Exhibit 10.14 to the Company's Form 10-K for the fiscal year ended December 31, 2010 filed on March 4, 2011).
10.15	Affiliation Agreement between CSC Holdings, Inc. and Madison Square Garden, L.P. (incorporated by reference to Exhibit 10.12 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).+
10.16	Form of Madison Square Garden, Inc. Option Agreement in respect of Vested Cablevision Options granted on and prior to November 8, 2005 (incorporated by reference to Exhibit 10.13 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.17	Form of Madison Square Garden, Inc. Rights Agreement (incorporated by reference to Exhibit 10.14 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.18	Form of Madison Square Garden, Inc. Option Agreement in respect of Vested Cablevision Options granted on June 5, 2006 and October 19, 2006 (incorporated by reference to Exhibit 10.15 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.19	Form of Madison Square Garden, Inc. Option Agreement in respect of Cablevision Options granted on January 20, 2009 (incorporated by reference to Exhibit 10.16 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.20	Form of Madison Square Garden, Inc. Option Agreement in respect of Cablevision Options granted on March 5, 2009 (incorporated by reference to Exhibit 10.17 to Amendment No. 6 to the Company's Registration Statement on Form 10 filed on January 11, 2010).
10.21	Employment Agreement by and between Madison Square Garden, Inc. and James L. Dolan (incorporated by reference to Exhibit 10.18 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.22	Employment Agreement by and between Madison Square Garden, Inc. and Hank J. Ratner (incorporated by reference to Exhibit 10.19 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.23	Employment Agreement by and between Madison Square Garden, Inc. and Robert M. Pollichino (incorporated by reference to Exhibit 10.20 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.24	Employment Agreement by and between Madison Square Garden, Inc. and Lawrence J. Burian (incorporated by reference to Exhibit 10.21 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.25	Time Sharing Agreement between Dolan Family Office LLC and Madison Square Garden, Inc. (incorporated by reference to Exhibit 10.22 to Amendment No. 5 to the Company's Registration Statement on Form 10 filed on December 24, 2009).
10.26	Employment Agreement by and between Madison Square Garden, Inc. and Joseph F. Yospe (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on February 26, 2010).
10.27	Employment Agreement by and between Madison Square Garden, Inc. and Robert J. Lynn



**Table of Contents**

(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q for quarter ended June 30, 2010 filed on August 6, 2010).

10.28 Credit Agreement, dated as of January 28, 2010, among Madison Square Garden, L.P., certain subsidiaries of Madison Square Garden, L.P., J.P. Morgan Securities Inc., as sole lead arranger, J.P. Morgan Securities Inc., Barclays Capital, Suntrust Robinson Humphrey, Inc. and Banc of America Securities, LLC, as bookrunners, Barclays Capital and Suntrust Robinson Humphrey, Inc., as co-syndication agents, Barclays Bank PLC and Suntrust Robinson Humphrey, Inc., as co-documentation agents, JPMorgan Chase Bank, National Association, as administrative agent, collateral agent and letter of credit issuer, and the lenders parties thereto (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on February 1, 2010).

10.29 Security Agreement, dated as of January 28, 2010, among Madison Square Garden, L.P., certain subsidiaries of Madison Square Garden, L.P., other guarantors referred to thereto and JPMorgan Chase Bank, National Association, as collateral agent (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K filed on February 1, 2010).

10.30 Amendment No. 1 to the Credit Agreement dated as of April 15, 2011 among Madison Square Garden, L.P., the Guarantors (as defined in the Credit Agreement), the banks, financial institutions and other institutional lenders parties to the Credit Agreement and JPMorgan Chase Bank, National Association, as agent for the Lenders. (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2011).

10.31 Form of Non-Employee Director Award Agreement (incorporated by reference to Exhibit 10.27 to the Company's Form 10-K/A (Amendment No. 1) filed on April 23, 2010).

10.32 Form of Restricted Stock Units Agreement (incorporated by reference to Exhibit 10.28 to the Company's Form 10-K/A (Amendment No. 1) filed on April 23, 2010).

10.33 Form of Performance Award Agreement (incorporated by reference to Exhibit 10.29 to the Company's Form 10-K/A (Amendment No. 1) filed on April 23, 2010).

10.34 Form of Restricted Shares Agreement (incorporated by reference to Exhibit 10.30 to the Company's Form 10-K/A (Amendment No. 1) for the fiscal year ended December 31, 2009 filed on April 23, 2010).

21.1 Subsidiaries of the Registrant.\*

23.1 Consent of KPMG LLP.\*

31.1 Certification of Hank J. Ratner under Rule 13a-14(a).\*

31.1.1 Certification of Hank J. Ratner under Rule 13a-14(a).\*\*

31.1.2 Certification of Hank J. Ratner under Rule 13a-14(a).

31.2 Certification of Robert M. Pollichino under Rule 13a-14(a).\*

31.2.1 Certification of Robert M. Pollichino under Rule 13a-14(a).\*\*

31.2.2 Certification of Robert M. Pollichino under Rule 13a-14(a).

32.1 Section 1350 Certification of Hank J. Ratner.\*

32.1.1 Section 1350 Certification of Hank J. Ratner.

32.2 Section 1350 Certification of Robert M. Pollichino.\*

32.2.1 Section 1350 Certification of Robert M. Pollichino.

+ Confidential treatment has been granted with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

This exhibit is a management contract or a compensatory plan or arrangement.

\* This exhibit was previously filed with the Company's Annual Report on Form 10-K on March 4, 2011.

\*\* This exhibit was previously filed with the Company's Annual Report on Form 10-K/A on April 1, 2011.

**Table of Contents**

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on the 5th day of August, 2011.

The Madison Square Garden Company

By: /s/ Robert M. Pollichino  
Name: Robert M. Pollichino  
Title: Executive Vice President and Chief  
Financial Officer