

**Confidential Communication:  
For Settlement Purposes Only  
Pursuant to FRE 408**

## **Anucha Browne-Sanders**

### **12/30/05 Term Sheet**

1. **Release Provisions**
  - a. Browne-Sanders releases all claims against Madison Square Garden ("MSG"), officers, employees, agents, etc ("MSG et al") to date.
  - b. Browne-Sanders will release all claims against MSG et al at the end of her one-year consultancy per the below.
2. **Consultancy:** Cablevision shall retain Browne-Sanders as a consultant for the period January 1, 2006 to December 31, 2006 ("Consultancy Period"). During the Consultancy Period:
  - a. Browne-Sanders shall retain her cable tv benefit.
  - b. MSG shall pay on a monthly basis Browne-Sanders' COBRA costs.
  - c. MSG shall define the scope of Browne-Sanders' work to facilitate her search for new employment.
  - d. MSG shall provide at its expense Executive Placement Services to Browne-Sanders.
  - e. MSG will waive its non-compete policy to permit Browne-Sanders to seek employment.
  - f. Browne-Sanders' remuneration for her consultancy shall be the same as her current annual salary at her current position, payable in bi-weekly installments.
  - g. If, during this period, Browne-Sanders should find employment elsewhere, MSG shall pay Browne-Sanders the remainder of her annual salary in a lump-sum payment provided she signs the release referenced in 1(b) above.
  - h. 2005 MPIP target bonus: [To be discussed].
3. **Benefits:** Browne-Sanders shall cease to accrue credit toward vacation, pension vesting or other benefits as of the beginning of the Consultancy Period and no longer will be eligible for such benefits.

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4. **Stock Options:** Forfeiture of unvested stock options, grants, etc. upon beginning of Consultancy Period. Exercise period for vested options: [To be discussed].
5. **Confidentiality:** Browne-Sanders agrees to keep the following confidential:
  - i. The terms of this Agreement;
  - ii. Any and all confidential and proprietary information she has regarding MSG et al;
  - iii. Her claims and allegations against MSG et al.
6. **Non-disparagement:** Browne-Sanders agrees not to disparage MSG et al.
7. **Internal statement:** MSG and Browne-Sanders agree to create a mutually acceptable, internally distributed statement regarding her transition to her consultancy position.
8. **Positive reference:** MSG and Browne-Sanders agree that Steve Mills will, at Browne-Sanders' request, provide a positive oral and/or written reference for Browne-Sanders, the terms of which are to be determined.
  - a. MSG agrees that, except for the above, members of MSG senior management (SVP and above) will be instructed to restrict their communications regarding Browne-Sanders to the referral of all matters to Steve Mills.
9. **Cooperation:** Browne-Sanders agrees to cooperate at MSG's reasonable request with MSG re matters concerning her former duties and functions.
10. **Miscellaneous:**
  - a. Return of corporate property
  - b. Protection of intellectual property
  - c. Non-solicit / Non-hire
  - d. No admission of liability / wrongdoing