Risk Factors Comparison 2023-08-17 to 2022-08-18 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

Our Business Faces Intense and Wide- Ranging Competition, Which May Have a Material Negative Effect on Our Business and Results of Operations " and " — Our Business Is Substantially Dependent on the Continued Popularity and / or Competitive Success of the Knicks and the Rangers, Which Cannot Be Assured. " Human Capital Resources At MSG Sports, we believe the strength of our workforce is one of the significant contributors to our success. Our key human capital management objectives are to invest in and support our employees in order to attract, develop and retain a high performing and diverse workforce. Diversity and Inclusion (" D & I ") We aim to create an employee experience that fosters the Company' s culture of respect **and inclusion** . By welcoming the diverse perspectives and experiences of our employees, we all share in the creation of a more vibrant, unified, and engaging place to work. **Together with** ~~To advance these efforts, we maintain a joint Diversity and Inclusion Council (the " D & I Council ") comprised of employees from the Company and~~ MSG Entertainment ~~who have demonstrated a high level of passion~~ and **Sphere Entertainment, we** ~~commitment to diversity and inclusion. Several D & I Council initiatives~~ have furthered these objectives under our expanded Talent Management, Diversity and Inclusion function, including: Workforce: Embedding Diversity and Inclusion through Talent Actions • **Created a common definition of " potential " and** ~~Introduced bi- annual workforce demographic dashboards to the management team and~~ - **an objective potential assessment** ~~facilitated four diversity and inclusion content- specific working sessions to advise leaders on strategies to build and retain inclusive teams. • Revisited our mandatory Inclusive Selection Training for managers and developed guidelines~~ to de- bias talent review conversations **so employees have an opportunity to learn, grow, and thrive. Implemented quarterly performance and career conversations to facilitate regular conversations between managers and employees about goals, career growth and productivity. • Integrated D & I best practices into our performance management and learning and development strategies** with **the goal of driving more equitable outcomes** ~~an aim to increase objectivity and consistency around leadership potential~~ . • Developed an Emerging Talent List to expand our talent pool to better identify and develop high performing diverse talent for expanded roles and ~~promotable~~ **promotion** opportunities. Workplace: Building an Inclusive and Accessible Community • **Redoubled our efforts with** ~~In fiscal year 2022, we launched~~ the MSG Diversity & Inclusion Heritage Month enterprise calendar to acknowledge and celebrate culturally relevant days and months of recognition, anchored by our six employee resource groups **(" ERGs ")** : Asian Americans and Pacific Islanders (AAPI), Black, LatinX, PRIDE, Veterans, and Women. **Increased combined ERG involvement from 622 members in fiscal** ~~Viewership of D & I related content on internal employee communications portal more than doubled~~ year ~~- over-~~ **2022 to 1120 members in fiscal** year **2023** (~~combined with~~ **an increase of 80. 1 %), which includes employees from the Company,** MSG Entertainment ~~)~~ **and Sphere Entertainment** . • ~~Introduced~~ **Revamped our Conscious Inclusion Awareness Experience,** a ~~Paid Military Leave benefit~~ **training program, and created** ~~to~~ **two** ~~support~~ **required educational modules focused on unconscious bias and conscious inclusion within** our **learning management system. As of June 30, 2023, over 90 % of** employees **across** ~~who are called to military service, demonstrating our commitment to be a military- friendly employer. • Launched our first employer- branded campaign, " We Are MSG ", reflecting the values of~~ the Company ~~and~~ **,** MSG Entertainment and **Sphere Entertainment have completed both required trainings either through** the ~~diversity that unites~~ **e- modules** ~~our~~ - **or through live training sessions. • Broadened our LGBTQ inclusivity strategy by launching new gender pronoun feature within the employee intranet platform, hosted live allyship and inclusivity trainings, and launched toolkit resources for employees to learn and develop. Together with the PRIDE ERG, marched in the 2022 and 2023 NYC Pride Parades. Hosted a** community ~~. The first video, Faces~~ **conversations series focused on " Finding Your Voice as an LGBTQ Professional " with a prominent LGBTQ elected official and employees** of **the Company,** MSG **Entertainment** ~~, was publicly released on internal~~ and **Sphere Entertainment** ~~external platforms, anchoring our careers website and LinkedIn page~~ . Community: Bridging the Divide through Expansion to Diverse Stakeholders • Focused on connecting with minority- owned businesses to increase the diversity of our vendors and suppliers by leveraging **ERGs** ~~employee resource groups~~ and our community, which creates revenue generating opportunities for diverse suppliers to promote their businesses and products. In fiscal year ~~2022~~ **2023** , ~~we~~ **the Company and Sphere Entertainment** hosted **a multi** ~~the Black Fashion Pop~~ - ~~Up Shop~~ **city holiday market event featuring twenty underrepresented businesses in New York City** and **Burbank** ~~Pride Fest for Black and LGBTQ entrepreneurs, respectively~~ . • Invested in an external facing supplier diversity portal on our website, which ~~we expect to launch~~ **launched** in fiscal year 2023. The portal is **intended to expand opportunities** for ~~all~~ **the Company, MSG Entertainment and Sphere Entertainment to do business with** diverse suppliers ~~across all spectrums of identity that are interested is doing~~ **, including minority-, women-, LGBTQ - and veteran- owned** ~~business~~ **businesses** ~~with us~~ . • Strengthened our commitment to higher education institutions to increase campus recruitment pipelines. In partnership with the Knicks and our social impact team, we hosted the ~~1st~~ **2nd** Annual Historically Black Colleges and Universities (" HBCU ") Night highlighting the important contributions of these institutions **and** ~~. In partnership with Chase, we~~ awarded a **$ 60, 000** ~~twenty- five- thousand- dollar~~ scholarship to a ~~Spelman College student. Additionally, we hosted HBCU SpringComing Innovation Lab for select HBCU alumni and students, leveraging their insights to strengthen our recruitment outreach strategy. We also partnered with select City University of~~ New York **City high school** ~~students~~ - **student. Additionally, we welcomed** ~~to~~ **two NBA HBCU Fellows in** ~~host resume workshops curated and sponsored by~~ the ~~PRIDE employee resource group~~ **Company' s BusinessOperations Department covering marketing strategy, ticketing revenue strategy, and basketball operations through the NBA' s HBCU Fellows Program** . As of June 30, ~~2022~~ **2023** , we had approximately ~~467~~ **558** full- time union and non- union employees and ~~425~~ **404** part- time union and non- union employees. We aim to attract top talent through our brands, as well as through the many benefits we offer. We aim to retain our talent by emphasizing our competitive rewards; offering opportunities that support employees both personally and professionally; and our commitment to fostering career development in a positive corporate culture. Our performance management practice includes ongoing feedback and conversations between managers and team members, and talent reviews designed to identify potential future leaders and inform succession plans. We value continuous learning and development opportunities for our employees, which include: a career development tool; leadership development programs; a learning platform; and tuition assistance. Our benefit offerings are designed to meet the range of needs of our diverse workforce and include: domestic partner coverage; medical, dental and vision plan options; life insurance benefits for the employee and their dependents; a 401k plan with 100 % employer match; an employee assistance program which also provides assistance with child and elder care resources; legal support; wellness programs and financial planning seminars. These resources are intended to support the physical, emotional and financial well- being of our employees. In addition, approximately ~~12~~ **11. 3** % of our employees were represented by unions as of June 30, ~~2022~~ **2023** , most of whom are our players. There are no union employees subject to CBAs that expired as of June 30, ~~2022~~ **2023** and no union employees subject to CBAs that will expire by June 30, ~~2023~~ **2024** . Labor relations in general and in the sports industry in particular can be volatile, though our current relationships with our unions taken as a whole are positive. The NBA players and the NHL players are covered by CBAs between the National Basketball Players Association (" NBPA ") and the NBA and between the NHL Players' Association (" NHLPA ") and the NHL, respectively. Both the NBA and the NHL have experienced labor difficulties in the past and may have labor issues in the future. On June 30, 2011 **,** the prior CBA between the NBA and NBPA expired and there was a work stoppage for approximately five months until a new CBA was entered into in December 2011. ~~The~~ **On April 26, 2023, the NBA and the NBPA announced that a new seven- year CBA had been ratified by the NBA Board of Governors and the NBA players. This current** NBA CBA expires after the ~~2023~~ **2029** - ~~24~~ **30** season ~~(although~~ **, but** each of the NBA and the NBPA has the right to terminate the CBA effective following the ~~2022~~ **2028** - ~~23~~ **29** season ~~)~~. On September 15, 2012 **,** the prior CBA between the NHL and NHLPA expired and there was a work stoppage for approximately four months until a new CBA was entered into in January 2013. The current NHL CBA expires after **the** 2025- 26 season (with the possibility of a one **-** year extension in certain circumstances). The NBA and NHL playoff games for the 2019- 20 seasons experienced postponements due to player, team and / or league protests and decisions. See " Item 1A. Risk Factors — Economic and Business Relationship Risks — Labor Matters May Have a Material Negative Effect on Our Business and Results of Operations. " Financial Information about Geographic Areas Substantially all of the Company' s revenues and assets are attributed to or located in the United States and are primarily concentrated in the New York City metropolitan area. **Available Information Our telephone number is 212- 465- 4111, our website is http: / / www. msgsports. com and the investor relations section of our website is http: / / investor. msgsports. com. Through the investor relations section of our website, we make available, free of charge, the Company' s annual reports on Form 10- K, quarterly reports on Form 10- Q, current reports on Form 8- K and proxy statements, as well as any amendments to those reports and other statements filed or furnished pursuant to Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934. These materials become available as soon as reasonably practicable after we electronically file such materials with, or furnish them to, the Securities and Exchange Commission (" SEC "). Copies of these filings are also available on the SEC' s website (www. sec. gov). References to our website in this report are provided as a convenience and the information contained on, or available through, our website is not part of this or any other report we file with or furnish to the SEC. Investor Relations can be contacted at Madison Square Garden Sports Corp., Two Penn Plaza, New York, New York 10121, Attn: Investor Relations, telephone: 212- 631- 5422, e- mail: investor @ msgsports. com. We use our website (www. msgsports. com) and our LinkedIn account (https: / / www. linkedin. com / company / msg- sports /), as well as other social media channels, to disclose public information to investors, the media and others. Our officers may use similar social media channels to disclose public information. It is possible that certain information we or our officers post on our website and on social media could be deemed material, and we encourage investors, the media and others interested in MSG Sports to review the business and financial information we or our officers post on our website and on the social media channels identified above. The information on our website and those social media channels is not incorporated by reference into this Form 10- K.** Sports Business Risks ~~Our Operations and Operating Results Have Been, and May in the Future be, Materially Impacted by the COVID- 19 Pandemic and Government and League Actions Taken in Response. In March 2020, the NBA and NHL suspended their 2019- 20 seasons due to COVID- 19, and as a result, virtually all of our business operations were suspended. In addition, the start of the 2020- 21 NBA and NHL regular seasons were delayed, and the Knicks and the Rangers each played fewer games than their traditional 82- game regular season schedules, with the NBA playing a 72- game regular season schedule and the NHL playing a 56- game regular season schedule. Even once Knicks and Rangers games resumed at The Garden, there were varying levels of restrictions on fan attendance and professional athletes due to New York City and New York State regulations. For example, fans were initially prohibited from attending games due to government- mandated assembly restrictions through February 2021, and home games at The Garden were then limited to 10 % capacity through May 2021. Effective May 19, 2021, event venues such as The Garden were permitted to host guests at full capacity, subject to certain restrictions, including, for example, restrictions for unvaccinated guests. New York City did not lift vaccination requirements applicable to fan attendance and professional athletes competing at The Garden until March 2022. As a result of the foregoing, COVID- 19 disruptions materially impacted our operations and operating results for fiscal years 2020 and 2021, with us recognizing materially less revenues, or over certain periods of time no revenues, across a number of areas, including, ticket sales; our share of suite licenses; sponsorships; signage and in- venue advertising at The Garden; local media rights fees; and food, beverage and merchandise sales. For example, a significant portion of our revenue is earned from media rights fees from the local broadcast of Knicks and Rangers games and our share of fees paid for league- wide media rights,~~

~~which are not recognized if those games are not played. As a result of the shortened 2020- 21 NBA and NHL seasons, the Company' s revenues earned from local media rights fees were reduced by approximately $ 16 million and revenues earned by the Company for league- wide media rights were reduced by approximately $ 1 million. Our operations and operating results continued to be impacted by COVID- 19 during fiscal year 2022, but to a lesser extent. Even though full attendance at Knicks and Rangers games was permitted during fiscal year 2022, results were impacted by temporary declines in attendance due to ongoing reduced tourism levels as well as an increase in COVID- 19 cases during certain months of the fiscal year. It is unclear to what extent COVID- 19 concerns, including with respect to new variants, could result in renewed governmental and league restrictions on attendance or otherwise impact attendance of games at The Garden, demand for our sponsorship, tickets and other premium inventory. Accordingly, no assurances can be made as to whether and when the 2022- 23 seasons will occur, the number of games played for the 2022- 23 seasons, that the games will be played at The Garden or will be played with any in- arena audiences or without capacity limitations. If, due to a resurgence in COVID- 19 or otherwise, the NBA and the NHL do not play a minimum number of games required under the league- wide media rights agreements or the Knicks or the Rangers do not make available to MSG Networks the number of games during the season required under the local media rights agreements, the amounts of revenues we earn could be substantially reduced depending upon the number of games not played or not made available to MSG Networks and an event of default may occur under the Knicks and the Rangers credit agreements. See " — Economic and Business Relationship Risks — Certain of Our Subsidiaries Have Incurred Substantial Indebtedness, and the Occurrence of an Event of Default Under Our Subsidiaries' Credit Facilities or Our Inability to Repay Such Indebtedness When Due Could Substantially Impair the Assets of Those Subsidiaries and Have a Negative Effect on Our Business " and " — Economic and Business Relationship Risks — We Do Not Own The Garden and Our Failure to Renew the Arena License Agreements or MSG Entertainment' s Failure to Operate The Garden in Compliance with the Arena License Agreements or Extensive Governmental Regulations May Have a Material Negative Effect on Our Business and Results of Operations. " Our business is also particularly sensitive to discretionary business and consumer spending. A pandemic such as COVID- 19 could also impede economic activity in impacted regions or globally over the long- term, causing a global recession and leading to a further decline in discretionary spending on sporting events and other leisure activities, including declines in domestic and international tourism, which could result in long- term effects on our business. In addition, remote and / or hybrid in- office work arrangements in the New York City metropolitan area could result in reduced attendance at Knicks and Rangers games. To the extent the COVID- 19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this " Risk Factors " section, such as those relating to our liquidity, indebtedness, and our ability to comply with the covenants contained in the agreements that govern our indebtedness.~~ Our Business Faces Intense and Wide- Ranging Competition, Which May Have a Material Negative Effect on Our Business and Results of Operations. The success of a sports business, like ours, is dependent upon the performance and / or popularity of its franchises. Our Knicks and Rangers and other sports franchises compete, in varying respects and degrees, with other live sporting events, and with sporting events delivered over television networks, radio, the Internet and online services, ~~mobile~~ **streaming devices and** applications and other alternative sources. For example, our sports teams compete for attendance, viewership and advertising with a wide range of alternatives available in the New York City metropolitan area. During some or all of the basketball and hockey seasons, our sports teams face competition, in varying respects and degrees, from professional baseball (including the Yankees and the Mets), professional football (including the Giants and the Jets), professional soccer (including the New York Red Bulls and the New York City Football Club), collegiate sporting events, such as the **Big East** ~~National Collegiate Athletic Association~~ basketball tournament, other sporting events, including those held by MSG Entertainment, and each other. For fans who prefer the unique experience of NHL hockey, we must compete with two other NHL hockey teams located in the New York City metropolitan area (the Islanders and the Devils) as well as, in varying respects and degrees, with other NHL hockey teams and the NHL itself. Similarly, for those fans attracted to the equally unique experience of NBA basketball, we must compete with another NBA team located in the New York City metropolitan area (the Nets) as well as, in varying respects and degrees, with other NBA teams and the NBA itself. As a result of the large number of options available, we face strong competition for the New York City metropolitan area sports fan **base** . We must compete with these other sports teams and sporting events, in varying respects and degrees, including on the basis of the quality of the teams we field, their success in the leagues in which they compete, our ability to provide an entertaining environment at our games, prices we charge for tickets and the viewing availability of our teams on multiple media alternatives. Given the nature of sports, there can be no assurance that we will be able to compete effectively, including with companies that may have greater resources than us, and as a consequence, our business and results of operations may be materially negatively affected. The success of our business is largely dependent on our ability to attract strong attendance to our professional sports franchises' home games at The Garden. Our business also competes, in certain respects and to varying degrees, with other leisure- time activities and entertainment options in the New York City metropolitan area, such as television, motion pictures, concerts **, music festivals** and other live performances, restaurants and nightlife venues, the Internet, social media and social networking platforms and online and mobile services, including sites for online content distribution, video on demand and other alternative sources of entertainment. Our sports teams also compete with other teams in their leagues to attract players. For example, players who are free agents are generally permitted to sign with the team of their choice. These players may make their decision based upon a number of factors, including the compensation they are offered, the makeup and competitiveness of the team bidding for their services, geographic preferences and other non- economic factors. There can be no assurance that we will be able to retain players upon expiration of their contracts or sign and develop talented players to replace those who leave for other teams, retire or are injured, traded or released. Our Business Is Substantially Dependent on the Continued Popularity and / or Competitive Success of the Knicks and the Rangers, Which Cannot Be Assured. Our financial results have historically been dependent on, and are expected to continue to depend in large part on, the Knicks and the Rangers remaining popular with our fan bases and, in varying degrees, on the teams achieving on- court and on- ice success, which can generate fan enthusiasm, resulting in sustained ticket, premium seating, suite, sponsorship, food and beverage and merchandise sales during the season. In addition, the popularity of our sports teams can impact television ratings, which could affect the long- term value of the media rights for the Knicks and / or the Rangers. Furthermore, success in the regular season may qualify one or both of our sports teams for participation in post- season playoffs, which provides us with additional revenue by increasing the number of games played by our sports teams and, more importantly, by generating increased excitement and interest in our sports teams, which can help drive a number of our revenue streams, including by improving attendance and sponsorships, in subsequent seasons. **Our teams** ~~The Knicks last~~ qualified for the post- ~~season~~ **seasons** during ~~the~~ **their respective** ~~2020~~ **2022** - **23** ~~21 NBA season~~ **seasons** ~~and the Rangers last qualified for the post- season during the 2021- 22 NHL season~~. In addition, league, team and / or player actions or inactions, including protests, may impact the popularity of the Knicks, the Rangers or the leagues in which they play. There can be no assurance that any of our sports teams, including the Knicks and the Rangers, will maintain continued popularity or compete in post- season play in the future. Our Basketball and Hockey Decisions, Especially Those Concerning Player Selection and Salaries, May Have a Material Negative Effect on Our Business and Results of Operations. Creating and maintaining our sports teams' popularity and / or on- court and on- ice competitiveness is key to the success of our business. Accordingly, efforts to improve our revenues and earnings from operations from period- to- period may be secondary to actions that management believes will generate long- term growth and asset value creation. The competitive positions of our sports teams depend primarily on our ability to develop, obtain and retain talented players, coaches and team executives, for whom we compete with other professional sports teams. Our efforts in this regard may include, among other things, trading for highly compensated players, signing draft picks, free agents or current players to new contracts, engaging in salary arbitration or contract renegotiation with existing players, terminating and waiving players and replacing coaches and team executives. Any of these actions could increase expenses for a particular period, subject to any salary cap restrictions contained in the respective leagues' CBAs. There can be no assurance that any actions taken by management to generate and increase our long- term growth and asset value creation will be successful. A significant factor in our ability to attract and retain talented players is player compensation. NBA and NHL player salaries have generally increased significantly and may continue to increase **in the future**. Although CBAs between the NBA and the NBPA and the NHL and the NHLPA generally cap league- wide player salaries at a prescribed percentage of league- wide revenues, we may pay our players different aggregate salaries and a different proportion of our revenues than other NBA or NHL franchises. In addition, both of the NBA and NHL CBAs include salary floors, which limit our ability to decrease costs below a certain amount. Future CBAs may increase the percentage of league- wide revenues to which NBA or NHL players are entitled or impose other conditions, which may further increase our costs. In addition, we have paid the NBA a luxury tax in the past and we may also be obligated to pay the NBA a luxury tax in future years, the calculation of which is determined by a formula based on the aggregate salaries paid to our ~~NBA~~ **Knicks** players. See " Part II — Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations — Expenses — Player Salaries, Escrow System / Revenue Sharing and NBA Luxury Tax. " We have incurred, and may **incur** in the future ~~incur~~, significant charges for costs associated with transactions relating to players on our sports teams for season- ending and career- ending injuries and for trades, waivers and contract terminations of players and other team personnel, including team executives. See " — Injuries to, and Illness of, Players on Our Sports Teams Could Hinder Our Success. " These transactions can result in significant charges as the Company recognizes the estimated ultimate costs of these events in the period in which they occur, although amounts due to these individuals may be paid over their remaining contract terms. These expenses add to the volatility of our results. The Actions of the NBA ~~,~~ **and** NHL ~~and Esports Leagues~~ May Have a Material Negative Effect on Our Business and Results of Operations. The governing bodies of the NBA (including the NBAGL) and the NHL (including the AHL) have certain rights under certain circumstances to take actions that they deem to be in the best interests of their respective leagues, which may not necessarily be consistent with maximizing our results of operations and which could affect our sports teams in ways that are different than the impact on other sports teams. Decisions by the NBA or the NHL could have a material negative effect on our business and results of operations. For example, failure to follow rules and regulations of the NBA or NHL ~~could~~ **has in the past and may in the future** result in ~~fines,~~ loss of draft picks **, fines** or other actions by the leagues. From time to time, we may disagree with or challenge actions the leagues take or the power and authority they assert. The following discussion highlights examples of areas in which decisions of the NBA and the NHL could materially affect our business. • The NBA and the NHL may assert control over certain matters, under certain circumstances, that may affect our revenues such as the local, national and international rights to telecast the games of league members, including the Knicks and the Rangers, licensing of the rights to produce and sell merchandise bearing the logos and / or other intellectual property of our sports teams and the leagues, and the Internet and mobile- based activities of our sports teams. The NBA and NHL have each entered into agreements regarding the national and international telecasts of NBA and NHL games. We receive a share of the income the NBA and the NHL generate from these contracts, which expire from time to time. There can be no assurance that the NBA or the NHL will be able to renew or replace these contracts following their expiration on terms as favorable to us as those in the current agreements or that we will continue to receive the same level of revenues in the future. We receive significant revenues from MSG Networks for the right to telecast games of the Knicks and the Rangers. Changes to league rules, regulations and / or agreements, including changes to league schedules and national and international media rights, **have in the past and** could **in the future** impact the availability of games covered by our local media rights and ~~could~~ negatively affect the rights fees we receive from MSG Networks and our business and results of operations. • The NBA and NHL impose certain rules that define, under certain circumstances, the territories in which our sports teams operate, including the markets in which our games may be telecast. The sports leagues have also asserted control over other important decisions, such as the length and format of, and the number of games in, the playing season, preseason and playoff schedules, admission of new members, franchise relocations, labor relations with the players associations, collective bargaining, free agency, luxury taxes and revenue sharing. Changes to these rules could have a material negative effect on our business and results of operations. For example, we were subject to the leagues' decisions with respect to the 2019- 20, 2020- 21 and 2021- 22 seasons as a result of the COVID- 19 pandemic and player, team and / or league protests and actions. See " — Economic and Business Relationship Risks — Labor Matters May Have a Material Negative Effect on Our Business and Results of Operations. " • The NBA imposes a luxury tax and escrow system with respect to player salaries and a revenue sharing plan, and the NHL imposes an escrow system with respect to player salaries and a revenue sharing plan. For fiscal year ~~2022~~ **2023**, the Knicks and the Rangers recorded approximately $ ~~82~~ **62** . ~~4~~ **5** million in estimated revenue sharing expenses, net of escrow ~~receipts~~. The actual amounts for the ~~2021~~ **2022** - ~~22~~ **23** season may vary significantly from the estimate based on actual operating results for the respective leagues and all teams for the season and other factors. For a discussion of the NBA luxury tax impacts, see " — Our Basketball and Hockey Decisions, Especially Those Concerning Player Selection and Salaries, May Have a Material Negative Effect on Our Business and Results of Operations. " • The NBA and the NHL impose certain restrictions on the ability of owners to undertake certain types of transactions in respect of teams, including a change in ownership and team relocation. The NBA and NHL have also imposed significant restrictions on amounts of financing and / or certain types of financings and the rights of those financing providers. See " Part II — Management' s Discussion and Analysis of Financial Condition and Results of Operation — Liquidity and Capital Resources — Financing Agreements and Stock Repurchases " and Note 13 to the consolidated financial statements **included in Item 8 of this Annual Report on Form 10- K**. In certain instances, these restrictions could impair our ability to proceed with a transaction that is in the best interest of the Company and its stockholders if we were unable to obtain any required league approvals in a timely manner or at all. • The possibility of further NBA and / or NHL expansion could create increased competition for the Knicks and the Rangers, respectively. The most recent NHL expansion occurred in 2021 with the addition of the Seattle Kraken (following the addition of the Vegas Golden Knights in 2017) and the most recent NBA expansion occurred in 2004 with the addition of the Charlotte Bobcats (now Charlotte Hornets). Because revenue from national media rights agreements is divided equally among all NBA and NHL teams, any further expansion would dilute the revenue realized by the Knicks and / or the Rangers from such agreements. Expansion also increases competition for talented players among NBA and / or NHL teams. Any expansion in the New York City metropolitan area, in particular, could also draw fan, consumer and viewership interest away from the Knicks and / or the Rangers. • Each league' s governing body has imposed a number of rules, regulations, guidelines, bulletins, directives, policies and agreements upon its teams. Changes to these provisions may apply to our teams and their personnel, and / or the Company as a whole, regardless of whether we agree or disagree with such changes, have voted against such changes or have challenged them through other means. It is possible that any such changes could materially negatively affect our business and results of operations to the extent they are ultimately determined to bind our teams. The commissioners of each of the NBA and NHL assert significant authority to take certain actions on behalf of their respective leagues under certain circumstances. Decisions by the commissioners of the NBA and the NHL, including on the matters described above, may materially negatively affect our business and results of operations. The leagues' governing documents and our agreements with the leagues purport to limit the manner in which we may challenge decisions and actions by a league commissioner or the league itself. See " ~~—~~Economic and Business Relationship Risks — Labor Matters May Have a Material Negative Effect on Our Business and Results of Operations. " ~~The esports leagues may also assert control over certain matters, that may affect our revenues. For example, they have adopted a number of rules and regulations governing the length and format of the playing season, how teams may generate revenue and player rosters.~~ To the degree that our financial results are dependent on our sports teams' popularity and / or on- court and on- ice success, the likelihood of achieving such popularity or competitive success may be substantially impacted by serious and / or untimely injuries to or illness of key players. ~~In addition, even~~ **Even if we take** ~~with team and league- wide~~ health and safety precautions ~~in place~~ and ~~compliance~~ **comply** with ~~governmental~~ -- **government** ~~and other COVID- 19~~ protocols ~~we may adopt~~, our players may nevertheless contract **serious illness, such as** COVID- 19 and, as a result, our ability to participate in games may be substantially impacted. Nearly all of our Knicks and Rangers players, including those with multi- year contracts, have partially or fully guaranteed contracts, meaning that in some cases (subject to the terms of the applicable player contract and CBA), a player or his estate may be entitled to receive his salary even if the player dies or is unable to play as a result of injury. These salaries represent significant financial commitments for our sports teams. We maintain insurance **policies** to mitigate some of the risk of paying certain player salaries in the event of a player' s death or disability. In the event of injuries sustained resulting in lost services (as defined in the applicable insurance policies), generally the insurance policies provide for payment to us of a portion of the player' s salary for the remaining term of the contract or until the player can resume play, in each case following a deductible number of missed games. Such insurance may not be available in every circumstance or on terms that are commercially feasible and such insurance may contain significant dollar limits and / or exclusions from coverage for pre- existing medical conditions. We may choose not to obtain (or may not be able to obtain) such insurance in some cases and we may change coverage levels (or be unable to change coverage levels) in the future. In the absence of disability insurance, we **have in the past and** may **in the future** be obligated to pay all of an injured player' s salary. In addition, player disability insurance policies do not cover any NBA luxury tax that we may be required to pay under the NBA CBA. For purposes of determining NBA luxury tax under the NBA CBA, salary payable to an injured player is included in team salary for at least one year and until other conditions are satisfied. Replacement of an injured player may result in an increase in our salary and NBA luxury tax expenses. **Our Operations and Operating Results Were Materially Impacted by the COVID- 19 Pandemic and Government and League Actions Taken in Response, and a Resurgence of the Pandemic or Another Pandemic or Other Public Health Emergency Could Adversely Affect Our Business and Results of Operations. The Company' s operations and operating results were materially impacted by the COVID- 19 pandemic and actions taken in response by governmental authorities and the NBA and NHL. For example, in March 2020 the NBA and NHL suspended their 2019- 20 seasons due to COVID- 19, and as a result, virtually all of our business operations were suspended. In addition, the**

start of the 2020- 21 NBA and NHL regular seasons were delayed, and the Knicks and the Rangers played 10 and 26 fewer games, respectively, than their traditional regular season schedules. The Company' s operations and operating results were also impacted by government- mandated assembly restrictions during fiscal year 2021 and temporary declines in attendance due to ongoing reduced tourism levels as well as an increase in COVID- 19 cases during certain months during fiscal year 2022. It is unclear to what extent COVID- 19, including variants thereof, or another pandemic or public health emergency, could result in renewed governmental and / or league restrictions on attendance or otherwise impact attendance of games at The Garden, demand for our sponsorship, tickets and other premium inventory or otherwise impact the Company' s operations and operating results. If, due to a resurgence in COVID- 19 or another pandemic or public health emergency, the NBA and the NHL do not play a minimum number of games required under the league- wide media rights agreements or the Knicks or the Rangers do not make available to MSG Networks the number of games during the season required under the local media rights agreements, the amounts of revenues we earn could be substantially reduced depending upon the number of games not played or not made available to MSG Networks and an event of default may occur under the Knicks and the Rangers credit agreements. Our business is also particularly sensitive to discretionary business and consumer spending. A pandemic such as COVID- 19, or the fear of a new pandemic or public health emergency, has in the past and could in the future impede economic activity in impacted regions or globally over the long- term, leading to a decline in discretionary spending on sporting events and other leisure activities, including declines in domestic and international tourism, which could result in long- term effects on our business. To the extent a pandemic or other public health emergency adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this " Risk Factors " section, such as those relating to our liquidity, indebtedness, and our ability to comply with the covenants contained in the agreements that govern our indebtedness. See " — Economic and Business Relationship Risks — Certain of Our Subsidiaries Have Incurred Substantial Indebtedness, and the Occurrence of an Event of Default Under Our Subsidiaries' Credit Facilities or Our Inability to Repay Such Indebtedness When Due Could Substantially Impair the Assets of Those Subsidiaries and Have a Negative Effect on Our Business ~~Benchmark Administration Limited announced~~ **" and " — Economic and Business Relationship Risks — We Do Not Own The Garden and Our Failure to Renew the Arena License Agreements or MSG Entertainment' s Failure to Operate The Garden in Compliance with the Arena License Agreements or Extensive Governmental Regulations May Have** a ~~plan to extend the date as~~ **Material Negative Effect on Our Business and Results** of **Operations** ~~which most U~~ . ~~S.LIBOR values would cease being computed from December 31,2021 to June 30,2023.On July 29,2021,the Alternative Reference Rates Committee announced that it was recommending the forward- looking Secured Overnight Financing Rate (" SOFR~~ " ~~) term rate.In connection with the refinancing of our revolving credit facilities in December 2021,we amended our revolving credit facilities to adjust to SOFR- based rates.However,the consequences of using the SOFR term rate cannot be entirely predicted but may result in the level of interest payments on the portion of our indebtedness that bears interest at variable rates to be affected,which may adversely impact the amount of our interest payments under such debt.~~ Our Business Has Been Adversely Impacted and May,in the Future,Be Materially Adversely Impacted by an Economic Downturn,Recession,Financial Instability or Inflation.Our business depends upon the ability and willingness of consumers and businesses to purchase tickets (including season tickets) to our games,license suites at The Garden,spend on food and beverages and merchandise and drive continued advertising and sponsorship revenues,and these revenues are sensitive to general economic conditions and consumer buying patterns.Consumer and corporate spending **has in the past declined and** may **in the future** decline at any time for reasons beyond our control **.The** ~~,and the~~ risks associated with our businesses may become more acute in periods of a slowing economy or recession,which may lead to reductions in,among other things,corporate sponsorship and advertising and decreases in attendance at live sports events,demand for suite licenses and food and beverage and merchandise sales,some of which we have experienced in the past **and may experience in the future** .In addition,inflation,which has significantly risen,has **increased** and may continue to increase operational costs,and continued increases in interest rates in response to concerns about inflation may have the effect of further increasing economic uncertainty and heightening these risks.As a result,instability and weakness of the U.S.and global economies **,disruptions to financial markets,inflation,recession,high unemployment,reduced tourism and other geopolitical events** ,including any prolonged effects caused by the COVID- 19 **or** ~~pandemic,disruptions to financial markets,inflation,recession,high unemployment,reduced tourism and~~ other ~~geopolitical events~~ **similar outbreak,** and the resulting negative effects on consumers' and businesses' discretionary spending ~~may~~ **have in the past** materially negatively **affected,and may in the future materially negatively affect our business and results of operations.Certain of Our Subsidiaries Have Incurred Substantial Indebtedness,and the Occurrence of an Event of Default Under Our Subsidiaries' Credit Facilities or Our Inability to Repay Such Indebtedness When Due Could Substantially Impair the Assets of Those Subsidiaries and Have a Negative Effect on Our Business** . Our subsidiaries have incurred substantial indebtedness. New York Knicks, LLC and New York Rangers, LLC, which own the assets of the Knicks and the Rangers franchises, respectively, have entered into revolving credit facilities. As of June 30, ~~2022~~ **2023** , the outstanding balance under the **2021** Knicks Revolving Credit Facility **(as defined below)** was $ ~~220~~ **235** million **and** ~~, while there~~ -- **the** ~~was no~~ outstanding balance under the **2021** Rangers Revolving Credit Facility **(as defined below) was $ 60 million** . Both credit facilities expire in December 2026. New York Rangers, LLC also received a $ 30 million advance from the NHL, which is payable upon demand by the NHL. As of June 30, ~~2022~~ **2023** , the outstanding balance of the advance was $ 30 million. Our ability to make payments on, or repay or refinance, such indebtedness, and to fund our operations, depends largely upon our future operating performance. Our future operating performance is subject to ~~the impacts of the COVID- 19 pandemic, including any resurgence in cases, and~~ general economic, financial, competitive, regulatory and other factors that are beyond our control. See " — We May Require Financing to Fund Our Ongoing Operations, the Availability of Which is Highly Uncertain. " Furthermore, ~~a resurgence in the COVID- 19 pandemic may cause~~ our ~~interest~~

~~expense to be substantial relative to our revenues and cash outflows. Our~~ interest expense could also increase if interest rates increase (including in connection with rising inflation) as our indebtedness bears interest at floating rates (or to the extent we have to refinance existing debt with higher cost debt) **, causing our interest expense to be substantial relative to our revenues and cash outflows** . The **2021** Knicks Revolving Credit Facility includes covenants and events of default that may be implicated by a shortfall in the amount of national media rights revenue received by the Knicks. The **2021** Rangers Revolving Credit Facility includes covenants and events of default that may be implicated by a shortfall in the amount of national and local media rights revenue received by the Rangers. If, ~~due to~~ the ~~impact of the COVID~~ **NBA and / or NHL 2023** - **24** ~~19 pandemic, protests or otherwise, the NBA and / or NHL 2022- 23~~ seasons are delayed, shortened, suspended or cancelled, the Knicks or the Rangers may be required, absent a cure or waiver, to repay certain amounts borrowed under the revolving credit facilities. If we are unable to repay such amounts due to liquidity constraints, we may need to pursue other sources of financing, including through issuances of equity and / or asset sales . The United Kingdom' s Financial...... affect our business and results of operations . We Have Incurred Substantial Operating Losses, Adjusted Operating Losses and Negative Cash Flow and There is No Assurance We Will Have Operating Income, Adjusted Operating Income or Positive Cash Flow in the Future. We incurred **an** operating ~~losses~~ -- **loss** of approximately $ 78 million ~~and $ 94 million~~ in fiscal ~~years~~ - **year** 2021 ~~and 2020, respectively~~ . In addition, we have, in prior periods, incurred adjusted operating losses and negative cash flow and there is no assurance that we will have operating income, adjusted operating income or positive cash flow in the future ~~. If we are unable to play games at The Garden at or near full capacity due to a resurgence in COVID- 19 cases or otherwise, our fiscal year 2023 operating results will also be materially impacted~~ . Significant operating losses may limit our ability to raise necessary financing, or to do so on favorable terms, as such losses will likely be considered by potential investors, lenders and the organizations that issue investment ratings on indebtedness. See " Part II — Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations — Factors Affecting Operating Results. " The Knicks and the Rangers play their home games at The Garden pursuant to the Arena License Agreements with MSG Entertainment, which owns and operates The Garden. Our Arena License Agreements for The Garden expire in 2055. If we are unable to renew the Arena License Agreements on economically attractive terms, our business could be materially negatively affected. The Arena License Agreements require that MSG Entertainment must operate The Garden in a first- class manner. If MSG Entertainment were to breach or become unable to satisfy this obligation under the Arena License Agreements, we could suffer operational difficulties and / or significant losses. See " — We Rely on ~~MSG Entertainment~~ **Affiliated Entities** ' ~~s~~ Performance **, Including Performance of Financial Obligations,** Under Various Agreements. " In addition, MSG Entertainment is subject to federal, state and local ~~regulation~~ **regulations** relating to the operation of The Garden. For example, The Garden holds a liquor license to sell alcoholic beverages at concession stands in The Garden. Failure by MSG Entertainment to retain, or the suspension of, the liquor license could interrupt or terminate the ability to serve alcoholic beverages at The Garden and may have a negative effect on our business and our results of operations. The Garden is subject to zoning and building regulations, including a **zoning** special ~~zoning~~ permit. The original permit was granted by the New York City Planning Commission in 1963 and renewed in July 2013 for 10 years ~~. In connection with the~~ **(while MSG Entertainment' s current application for** renewal **of the zoning special permit remains pending** , **we and MSG Entertainment have been advised that MSG Entertainment can continue to use and operate The Garden as normal until the renewal review process concludes). Relevant rail agencies are considering proposals to redevelop Penn Station, which proposed redevelopment would impact The Garden, which sits atop Penn Station.** ~~certain~~ **Certain** government officials and special interest groups ~~sought~~ **have used and may continue** to use the renewal process **for the zoning special permit** to pressure MSG Entertainment to ~~improve~~ **contribute to the redevelopment of** Penn Station **,** ~~or to~~ relocate The Garden **or sell all or portions of The Garden complex. For example, in June 2023 the New York Metropolitan Transportation Authority, New Jersey Transit and Amtrak, which operate commuter rail services from Penn Station, issued a compatibility report asserting that The Garden imposes severe constraints on Penn Station that restrict efforts to make its desired improvements** . There can be no assurance regarding the future renewal of the permit or the terms thereof **, and the failure to obtain such renewal or to do so on favorable terms could have a material negative effect on our business** . In addition, The Garden is, and ~~may~~ **will** in the future **continue to** be, subject to a variety of other laws and regulations, including environmental, working conditions, labor, immigration and employment laws, and health, safety and sanitation requirements. For example, governmental regulations adopted in the wake of the COVID- 19 pandemic impacted the permitted occupancy of The Garden for games of the Knicks and the Rangers and the manner in which we use or maintain The Garden on game days **during the 2019- 20 and 2020- 21 seasons** , which impacted the revenue we derive from games and the expenses that we incur on game days. MSG Entertainment' s failure to comply with governmental laws and regulations applicable to the operation of The Garden, or to maintain necessary permits or licenses, could have a material negative effect on our business and results of operations. A Change to or Withdrawal of a New York City Real Estate Tax Exemption May Have a Material Negative Effect on Our Business and Results of Operations. Many arenas, ballparks and stadiums nationally and in New York City have received significant public support, such as tax exempt financing, other tax benefits, direct subsidies and other contributions, including for public infrastructure critical to the facilities such as parking lots and transit improvements. The Madison Square Garden Complex benefits from a more limited real estate tax exemption pursuant to an agreement with the City of New York, subject to certain conditions, and legislation enacted by the State of New York in 1982. For fiscal year ~~2022~~ **2023** , the tax exemption was $ ~~41~~ **42** . ~~9~~ **4** million. From time to time there have been calls to repeal or amend the tax exemption. **For example, in January 2023, a number of elected representatives from New York issued a public letter and in July 2023, the New York City Independent Budget Office issued a public report, in each case noting the tax exemption status should be reexamined. Any** ~~Repeal~~ **repeal** ~~or amendment~~ **of the tax exemption status** would require legislative action by **the** New York State **legislature** . **Under the** ~~We have entered into~~ Arena License Agreements with subsidiaries of MSG Entertainment, pursuant to which the Knicks and the Rangers play their home games at The Garden ~~. Under the Arena License Agreements~~ , the teams are responsible for 100 % of any real estate or similar taxes applicable to The Garden. If the tax exemption is repealed or a team is otherwise subject to the property tax due to no fault of that team, certain revenue allocations that we receive under the applicable Arena License Agreement would be increased as set forth in the applicable Arena License Agreement. Although the value of any such revenue increase could be material, it is not expected to offset the property tax that would be payable by the applicable team. There can be no assurance that the tax exemption will not be amended in a manner adverse to us or repealed in its entirety, either of which could have a material negative effect on our business and results of operations. **We may require financing to fund our ongoing operations or otherwise engage in transactions that depend on our ability to obtain financing.** The public and private capital and credit markets can experience volatility and disruption. Such markets can exert extreme downward pressure on stock prices and upward pressure on the cost of new debt capital and can severely restrict credit availability for most issuers. For example, the global economy, including credit and financial markets, has recently experienced extreme volatility and disruptions, including diminished liquidity and credit availability, rising interest and inflation rates, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability. ~~We may require financing to fund our ongoing operations, including as a result of any impact of the COVID-19 pandemic on our business. In the future we may also engage in transactions that depend on our ability to obtain financing.~~ Depending upon conditions in the financial markets and / or the Company' s financial performance, we may not be able to raise additional capital on favorable terms, or at all. In addition, as described above, the leagues in which our sports teams compete may have, under certain circumstances, approval rights over certain financing transactions, and in connection with those rights, could affect our ability to obtain such financing. NBA players are covered by a CBA between the NBPA and the NBA. NHL players are covered by a CBA between the NHLPA and the NHL ~~. Both the NBA and the NHL have experienced labor difficulties in the past and may have labor issues in the future~~ . Labor difficulties may include players' strikes or protests or management lockouts. **Both the NBA and the NHL have experienced labor difficulties in the past and may have labor issues in the future.** For example, the NHL has experienced ~~labor difficulties, including (i) a lockout~~ **lockouts** ~~during~~ **in** the **past that** ~~1994- 95 NHL season, which~~ resulted in a regular season **being** ~~that was~~ shortened **and** ~~from 84 to 48 games, (ii) a lockout beginning in September 2004, which resulted in~~ the cancellation of the entire ~~2004- 05 NHL~~ season, **with** ~~and (iii)~~ a **more recent** lockout during the 2012- 13 NHL season, which resulted in a regular season that was shortened from 82 to 48 games. The current NHL CBA expires on September 15, 2026 (with the possibility of a one **-** year extension in certain circumstances). The NBA has also experienced ~~labor difficulties, including (i) a lockout~~ **lockouts** ~~during~~ **in** the **past that** ~~1998-99 season, which~~ resulted in ~~a~~ regular ~~season~~ **seasons being** ~~that was~~ shortened ~~from 82 to 50 games~~ , **with** ~~and (ii)~~ a **most recent** lockout during the 2011- 12 season, which resulted in a regular season that was shortened from 82 games to 66 games. The current NBA CBA expires after the ~~2023~~ **2029** - ~~24~~ **30** season, but each of the NBA and NBPA has the right ~~(which must be exercised by December 15, 2022)~~ to terminate the CBA effective following the ~~2022~~ **2028** - ~~23~~ **29** season. Any labor disputes, such as players' strikes, protests or lockouts, with the unions with which we have CBAs **have in the past had and** could **in the future** have a material negative effect on our business and results of operations. ~~In addition, as a result of ongoing labor market disruptions due to the COVID- 19 pandemic and otherwise, we and~~ MSG Entertainment ~~(which~~ provides **certain** services to us through various commercial agreements ~~as discussed under " — We Rely on~~ **, including day- of- game services. These services are provided by** MSG Entertainment ~~' s Performance Under Various Agreements ")~~ **employees that are subject to CBAs. Any labor disputes, such as strikes or lockouts, with the unions with which MSG Entertainment has CBAs could impact staffing on Knicks and Rangers game days. In addition, we and MSG Entertainment** have **in the past** faced difficulty in maintaining staffing on Knicks and Rangers game days and have been operating in an increasingly competitive labor market. If we and / or MSG Entertainment are unable to attract and retain qualified people or to do so on reasonable terms **, or if game day staffing is impacted due to a labor dispute** , we could suffer operational difficulties and the fan experience at Knicks and Rangers games may be adversely impacted. Competition for qualified employees ~~could~~ **has** ~~require~~ **required** higher wages, which ~~could~~ **has** ~~result~~ **resulted** in higher labor costs **. If wages** and **labor costs increase further, this** could have an adverse effect on our business and results of operations. **See " — We Rely on Affiliated Entities' Performance, Including Performance of Financial Obligations, Under Various Agreements. "** We have various agreements with MSG Entertainment, **which** ~~including~~ **include** ~~a distribution agreement, a tax disaffiliation agreement, a services agreement, an employee matters agreement,~~ arena license ~~agreements, media rights~~ agreements, sponsorship sales and service representation agreements, a team sponsorship allocation agreement, a group ticket sales agreement, **and** a single night rental commission agreement **. These agreements provide for a number of ongoing commercial relationships, including our use of The Garden** and **the allocation of certain revenues and expenses from games played by our sports teams at The Garden. In addition, we also have a** ~~service~~ **services** ~~representation~~ agreement **and sublease agreement. The services agreement provides certain business services to the Company, such as information technology, accounts payable, payroll, tax, certain legal functions, human resources, insurance and risk management, investor relations, corporate communications, benefit plan administration and reporting and internal audit functions. The services agreement and certain of the commercial arrangements are subject to potential termination by MSG Entertainment in the event MSG Entertainment and the Company are no longer affiliates. We have various agreements with Sphere Entertainment, which include local media rights agreements with MSG Networks (a wholly owned subsidiary of Sphere Entertainment) which provide MSG Networks with exclusive local linear and digital rights to home and away games of the Knicks and the Rangers** , as well as **other team- related programming. These media rights agreements provide a significant recurring and growing revenue stream for the Company. In recent years,** certain ~~other arrangements with MSG Entertainment~~ **regional sports networks have experienced financial difficulties. For example, Diamond Sports Group,** ~~and~~ - **an** ~~its~~ **unconsolidated** subsidiary **of Sinclair Broadcasting Group Inc., which licenses and distributes sports content in a number of regional markets, filed for protection under Chapter 11 of the bankruptcy code in March 2023. If** MSG Networks ~~.~~

~~These~~ **were to experience financial difficulties, MSG Networks may be unable or unwilling to fulfill its contractual obligations under the media rights** agreements ~~include the allocation of employee benefits, taxes~~ and ~~certain other liabilities~~ **regional broadcasting of Knicks** and ~~obligations attributable to periods prior to the MSGE Distribution~~ **Rangers games may be interrupted, any of which could have a material negative effect on our business and results of operations** . In **addition, in** connection with the ~~MSGE~~ **Sphere** Distribution, we agreed to provide ~~MSG~~ **Sphere** Entertainment with indemnities with respect to liabilities arising out of our businesses and ~~MSG~~ **Sphere** Entertainment agreed to provide us with indemnities with respect to liabilities arising out of the businesses we transferred to ~~MSG~~ **Sphere** Entertainment ~~. These agreements also include arrangements with respect to support services and a number of ongoing commercial relationships, including our use of The Garden and the allocation of certain revenues and expenses from games played by our sports teams at The Garden. MSG Entertainment provides certain business services that were performed by internal resources prior to the MSGE Distribution, such as information technology, accounts payable, payroll, tax, certain legal functions, human resources, insurance and risk management, investor relations, corporate communications, benefit plan administration and reporting and internal audit functions. These services include the collection and storage of certain personal information regarding employees and / or customers as well as information regarding the Company, advertisers and others. The services agreement and certain of the commercial arrangements are subject to potential termination by MSG Entertainment in the event MSG Entertainment and the Company are no longer affiliates~~ . The Company ~~relies~~ **and its affiliated entities each rely** on ~~MSG Entertainment~~ **the other** to perform its **respective** obligations under these agreements. If ~~MSG Entertainment~~ **one of the affiliated entities** were to breach, become unable to satisfy ~~its~~ **their** material obligations under these agreements **because** ~~as a result~~ of **financial difficulties,** ongoing labor market disruptions or otherwise, fail to satisfy ~~its~~ **their** indemnification or other financial obligations, or these agreements otherwise terminate or expire and we do not enter into replacement agreements, we could suffer operational difficulties and / or significant losses. Our Business is Subject to Seasonal Fluctuations and our Operating Results and Cash Flow Can Vary Substantially from Period to Period. Our revenues and expenses have been seasonal and we expect they will continue to be seasonal. Due to the NBA and NHL playing seasons, revenues from our business are typically concentrated in the second and third quarters of each fiscal year. Disruptions due to COVID- 19 have also impacted the seasonality of our business. For example, as a result of the delayed start of the 2020- 21 NBA and NHL regular seasons due to COVID- 19, certain of our revenues and expenses were recognized during the third and fourth quarters of fiscal year 2021 that otherwise typically would have been recognized during the second and third quarters. As a result, our operating results and cash flow reflect significant variation from period to period and will continue to do so in the future. Therefore, period- to- period comparisons of our operating results may not necessarily be meaningful and the operating results of one period are not indicative of our financial performance during a full fiscal year. We May Pursue Acquisitions and Other Strategic Transactions to Complement or Expand Our Business that May Not Be Successful. We may continue to explore opportunities to purchase or invest in other businesses or assets that we believe will complement, enhance or expand our current business or that might otherwise offer us growth opportunities. Any transactions that we are able to identify and complete may involve risks, including the commitment of significant capital, the incurrence of indebtedness, the payment of advances, the diversion of management' s attention and resources, litigation or other claims in connection with acquisitions or against companies we invest in or acquire, our lack of control over certain joint venture companies and other minority investments, the inability to successfully integrate such business into our operations or even if successfully integrated, the risk of not achieving the intended results and the exposure to losses if the underlying transactions or ventures are not successful. Operational Risks Our Business Could Be Adversely Affected by Terrorist Activity or the Threat of Terrorist Activity and Other Developments That Discourage Congregation at Prominent Places of Public Assembly. The success of our business is dependent upon the willingness and ability of patrons to attend our games. The Garden, like all prominent places of public assembly, could be the target of terrorist activities, including acts of domestic terrorism or other actions that discourage attendance. Any such activity or threatened activity at or near The Garden or other similar venues in other locations could result in reduced attendance at our games and, more generally, have a material negative effect on our business and results of operations. Similarly, a major epidemic or pandemic, or the threat of such an event, **has in the past materially affected, and** could **in the future materially** adversely affect attendance at our games or, depending on its severity, halt our operations entirely. See " — Sports Business Risks — Our Operations and Operating Results **Were** ~~Have Been, and May in the Future be,~~ Materially Impacted by the COVID- 19 Pandemic and Government and League Actions Taken in Response **, and a Resurgence of the Pandemic or Another Pandemic or Other Public Health Emergency Could Adversely Affect Our Business and Results of Operations** . " Moreover, the costs of protecting against such incidents **could** ~~, including any costs of protecting against the spread of COVID- 19,~~ reduce the profitability of our operations. In addition, such events or the threat of such events may harm our **or our affiliates'** ability to obtain or renew insurance coverage on favorable terms or at all. We Are Subject to Governmental Regulation, Which Can Change, and Any Failure to Comply With These Regulations May Have a Material Negative Effect on Our Business and Results of Operations. We are subject to substantial governmental regulations affecting our business. These include, but are not limited to, data privacy and protection laws, regulations, policies and contractual obligations that apply to the collection, transmission, storage, processing and use of personal information or personal data, which among other things, impose certain requirements relating to the privacy and security of personal information. The variety of laws and regulations governing data privacy and protection, and the use of the internet as a commercial medium are rapidly evolving, extensive, and complex, and may include provisions and obligations that are inconsistent with one another or uncertain in their scope or application. The data protection landscape is rapidly evolving in the United States. As our operations and business grow, we may become subject to or affected by new or additional data protection laws and regulations and face increased scrutiny or attention from regulatory authorities. For example, California has passed a comprehensive data privacy law, the CCPA, and **a number of** other states including Virginia ~~and~~ **,** Colorado **, Utah and Connecticut** have also passed similar laws **, and various additional states may do so in the near future** . Additionally, the CPRA ~~will impose~~ **imposes** additional data protection obligations on covered businesses, including additional consumer rights procedures and obligations, limitations on data uses, new audit requirements for higher risk data, and constraints on certain uses of sensitive data. The majority of the CPRA provisions **went** ~~will go~~ into effect on January 1, 2023, and additional compliance investment and potential business process changes may be required. Further, there are several legislative proposals in the United States, at both the federal and state level, that could impose new privacy and security obligations. We cannot yet determine the impact that these future laws and regulations may have on our business. In addition, governmental authorities and private litigants continue to bring actions against companies for online collection, use, dissemination and security practices that are unfair or deceptive. Our business is, and may in the future be, subject to a variety of other laws and regulations, including working conditions, labor, immigration and employment laws; and health, safety and sanitation requirements. We are unable to predict the outcome or effects of any potential legislative or regulatory proposals on our businesses. Any changes to the legal and regulatory framework applicable to our businesses could have an adverse impact on our business and results of operations. Our failure to comply with applicable governmental laws and regulations, or to maintain necessary permits or licenses, could result in liability that could have a material negative effect on our business and results of operations. Our business ~~has~~ **was** also ~~been~~ materially impacted by government actions taken in response to the COVID- 19 pandemic **, and could be materially impacted by government actions in response to a pandemic or other public health emergency in the future** . See " — Sports Business Risks — Our Operations and Operating Results **Were** ~~Have Been, and May in the Future be,~~ Materially Impacted by the COVID- 19 Pandemic and Government and League Actions Taken in Response **, and a Resurgence of the Pandemic or Another Pandemic or Other Public Health Emergency Could Adversely Affect Our Business and Results of Operations** . " Weather or Other Conditions May Impact Our Games, Which May Have a Material Negative Effect on Our Business and Results of Operations. Weather or other conditions, including natural disasters and similar events, in the New York metropolitan area may affect patron attendance at Knicks or Rangers games as well as sales of food and beverages and merchandise, among other things. Weather conditions may also require us to cancel or postpone games. Any of these events may have a material negative effect on our business and results of operations. We Face Continually Evolving Cybersecurity and Similar Risks, Which Could Result in Loss, Disclosure, Theft, Destruction or Misappropriation of, or Access to, Our Confidential Information and Cause Disruption to Our Business, Damage to Our Brands and Reputation, Legal Exposure and Financial Losses. We ~~may~~ collect and store, including by electronic means, certain personal, proprietary and other sensitive information, including payment card information, that is provided to us through purchases, registration on our websites or mobile applications, or otherwise in communication or interaction with us. These activities require the use of **online services and** centralized data storage, including through third- party service providers. Data maintained in electronic form is subject to the risk of security incidents, including breach, compromise, intrusion, tampering, theft, **destruction,** misappropriation or other malicious activity. Our ability to safeguard such personal and other sensitive information, including information regarding the Company and our customers, sponsors, partners and employees, independent contractors and vendors, is important to our business. We take these matters seriously and take significant steps to protect our stored information, including the implementation of systems and processes to thwart malicious activity. These protections are costly and require ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated. Despite our efforts, the risks of a security incident cannot be entirely eliminated and our information technology and other systems that maintain and transmit customer, sponsor, partner, Company, employee and other confidential and proprietary information may be compromised due to employee error or other ~~action, computer~~ **circumstances such as** malware or ransomware, viruses, hacking and phishing attacks, denial- of- service attacks, business email compromises, or otherwise. Such compromise could affect the security of information on our network, or that of a third- party service provider, including MSG Entertainment to which we outsource information technology services, including technology relating to season ticket holders and purchases of individual game tickets, and certain payment processing. For example, in November 2016, a payment card issue that affected cards used at merchandise and food and beverage locations at several of the Company' s pre- ~~MSGE~~ **Sphere** Distribution venues, including its New York venues and The Chicago Theatre, was identified and addressed with the assistance of security firms. The issue was promptly fixed and enhanced security measures were implemented. Additionally, outside parties may attempt to fraudulently induce employees, vendors or users to disclose sensitive, proprietary or confidential information in order to gain access to data and systems. As a result of any of these actions, such sensitive, proprietary and / or confidential information may be lost, disclosed, accessed or taken without ~~authorization~~ **consent** . See " — Economic and Business Relationship Risks — We Rely on ~~MSG Entertainment~~ **Affiliated Entities** ' ~~s~~ Performance **, Including Performance of Financial Obligations,** Under Various Agreements **.** " for a discussion of services MSG Entertainment performs on our behalf. The Company also continues to review and enhance our security measures in light of the constantly evolving techniques used to gain unauthorized access to networks, data, software and systems. The Company may be required to incur significant expenses in order to address any actual or potential security incidents that arise, and we may not have insurance coverage for all such expenses. If we experience an actual or perceived security incident, our ability to conduct business may be interrupted or impaired, we may incur damage to our systems, we may lose profitable opportunities or the value of those opportunities may be diminished and we may lose revenue as a result of unlicensed use of our intellectual property. Unauthorized access to or security breaches of our systems could result in the loss of data, loss of business, severe reputational damage adversely affecting customer or investor confidence, diversion of management' s attention, regulatory investigations and orders, litigation, indemnity obligations, damages for contract breach, penalties for violation of applicable laws or regulations and significant costs for remediation that may include liability for stolen or lost assets or information and repair of system damage that may have been caused, incentives offered to customers or other business partners in an effort to maintain business relationships after a breach and other liabilities. In addition, in the event of a security incident, changes in legislation may increase the risk of potential litigation. For example, the CCPA, which provides a private right of action (in addition to statutory damages) for

California residents whose sensitive personal information is breached as a result of a business' violation of its duty to reasonably secure such information, took effect on January 1, 2020 and **was** ~~will be~~ expanded by the CPRA **which took** ~~once it takes~~ effect in January 2023 **. A number of other states have passed similar laws and additional states may do so in the near future** . Our insurance coverage may not be adequate to cover the costs of a data breach, indemnification obligations, or other liabilities. We have obligations to notify relevant stakeholders of security breaches. Such mandatory disclosures are costly, could lead to negative publicity, may cause our customers to lose confidence in the effectiveness of our security measures and require us to expend significant capital and other resources to respond to or alleviate problems caused by an actual or perceived security breach. The Unavailability of Systems Upon Which We Rely May Have a Material Negative Effect on Our Business and Results of Operations. We rely upon various internal and third- party software or systems in the operation of our business, including, with respect to ticket sales, credit card processing, email marketing, point of sale transactions, database, inventory, human ~~capital~~ **resource** management and financial systems. From time to time, certain of the arrangements for these systems may not be covered by long- term agreements. ~~The failure~~ **System interruption and the lack of integration and redundancy in the information systems and infrastructure, both of** ~~or~~ **our** ~~unavailability~~ **own websites and other computer systems and** of **affiliate and** ~~these internal or~~ third- party ~~services or~~ **software, computer networks, apps and other communications** systems **service providers on which we rely may adversely affect our ability to operate websites** , **process** ~~depending upon its severity~~ and ~~duration~~ **fulfill transactions** , **respond to customer inquiries and generally maintain cost- efficient operations. Such interruptions** could ~~have a material negative effect on~~ **occur by virtue of natural disaster, malicious actions, such as hacking** ~~our~~ - **or acts** ~~business and results~~ of ~~operations~~ **terrorism or war, or human error** . See also " — Economic and Business Relationship Risks — We Rely on ~~MSG Entertainment~~ **Affiliated Entities** ' ~~s~~ Performance **, Including Performance of Financial Obligations,** Under Various Agreements **.** " for a discussion of services MSG Entertainment performs on our behalf. **While we have backup systems and offsite data centers for certain aspects of our operations, disaster recovery planning by its nature cannot be for all eventualities. In addition, we may not have adequate insurance coverage to compensate for any or all losses from a major interruption. If any of these adverse events were to occur, it could adversely affect our business, financial condition and results of operations.** We May Become Subject to Infringement or Other Claims Relating to Our Content or Technology. From time to time, third parties **have in the past and** may **in the future** assert against us alleged intellectual property (e. g., copyright, trademark and patent) or other claims relating to our technologies or other material, some of which may be material to our business. Any such claims, regardless of their merit, could cause us to incur significant costs that could harm our results of operations. These claims may not be covered by insurance or could involve exposures that exceed the limits of any applicable insurance policy. In addition, if we are unable to continue use of certain intellectual property rights, our business and results of operations could be materially negatively impacted. There Is a Risk of Personal Injuries and Accidents at The Garden, Which Could Subject Us to Personal Injury or Other Claims; We are Subject to the Risk of Adverse Outcomes **or Negative Publicity** in Other Types of Litigation. There are inherent risks associated with having customers attend our teams' games. As a result, personal injuries, accidents and other incidents have occurred and may occur from time to time, which could subject us to claims and liabilities. These risks may not be covered by insurance or could involve exposures that exceed the limits of any applicable insurance policy. Incidents in connection with one of our games or an event hosted by MSG Entertainment at The Garden could also reduce attendance at our other games, and may have a negative impact on our revenue and results of operations. Under the Arena License Agreements, MSG Entertainment and the Company have reciprocal indemnity obligations to each other in connection with their respective acts or omissions in or about The Garden during the home games of the Knicks and the Rangers. We, the NBA **,** and the NHL maintain insurance policies that provide coverage for incidents in the ordinary course of business, but there can be no assurance that such indemnities or insurance will be adequate at all times and in all circumstances. From time to time, the Company ~~and~~ **,** its subsidiaries **and / or our affiliates** are involved in various legal proceedings, including proceedings or lawsuits brought by governmental agencies, stockholders, customers, employees, other private parties and other stakeholders. The outcome of litigation is inherently unpredictable and, regardless of the merits of the claims, litigation may be expensive, time- consuming, disruptive to our operations ~~, harmful~~ **and distracting** to **management. In addition, publicity from these matters could negatively impact our business** ~~our~~ - **or** reputation ~~and distracting to management~~ **, regardless of the accuracy of such publicity** . As a result, we may incur liability from litigation (including in connection with settling such litigation) which could be material and for which we may not have available or adequate insurance coverage or be subject to other forms of non- monetary relief which may adversely affect the Company. The liabilities and any defense costs we incur in connection with any such litigation could have an adverse effect on our business and results of operations. Corporate Governance Risks We Could Have Significant Tax Liability as a Result of the ~~MSGE~~ **Sphere** Distribution. We have obtained an opinion from Sullivan & Cromwell LLP substantially to the effect that, among other things, the ~~MSGE~~ **Sphere** Distribution qualifies as a tax- free distribution under the Internal Revenue Code ~~(the " Code ")~~ . The opinion is not binding on the Internal Revenue Service (the " IRS ") or the courts. The opinion relies on factual representations and reasonable assumptions, which if incorrect or inaccurate may jeopardize the ability to rely on such opinion. If the ~~MSGE~~ **Sphere** Distribution does not qualify for tax- free treatment for U. S. federal income tax purposes, then, in general, we would be subject to tax as if we had sold the ~~MSG~~ **Sphere** Entertainment common stock in a taxable sale for its fair value. ~~MSG~~ **Sphere** Entertainment stockholders would be subject to tax as if they had received a distribution equal to the fair value of ~~MSG~~ **Sphere** Entertainment common stock that was distributed to them, which generally would be treated first as a taxable dividend to the extent of our earnings and profits, then as a non- taxable return of capital to the extent of each holder' s tax basis in its ~~MSG~~ **Sphere** Entertainment common stock, and thereafter as capital gain with respect to any remaining value. It is expected that the amount of any such taxes to MSG ~~Entertainment~~ **Sphere** stockholders and us would be substantial. We May Have a Significant Indemnity Obligation to ~~MSG~~ **Sphere** Entertainment if the ~~MSGE~~ **Sphere** Distribution Is Treated as a Taxable Transaction. We have entered into a Tax Disaffiliation Agreement with ~~MSG~~ **Sphere** Entertainment ~~,~~ which sets out each party' s rights and obligations with respect to deficiencies and refunds, if any, of federal, state, local or foreign taxes for periods before and after the ~~MSGE~~ **Sphere** Distribution and related matters such as the filing of tax returns and the conduct of IRS and other audits. Pursuant to the Tax Disaffiliation Agreement, we are required to indemnify ~~MSG~~ **Sphere** Entertainment for losses and taxes of ~~MSG~~ **Sphere** Entertainment resulting from our breach of certain covenants and for certain taxable gain recognized by MSG ~~Entertainment~~ **Sphere**, including as a result of certain acquisitions of our stock or assets. If we are required to indemnify ~~MSG~~ **Sphere** Entertainment under the circumstances set forth in the Tax Disaffiliation Agreement, we may be subject to substantial liabilities, which could ~~adversely affect our financial position. The MSGS Distribution Could Result in Significant Tax Liability. We have received an opinion from Sullivan & Cromwell LLP substantially to the effect that, among other things, the MSGS Distribution qualified as a tax- free distribution under the Code. The opinion is not binding on the IRS or the courts. Additionally, MSG Networks received a private letter ruling from the IRS concluding that certain limited aspects of the MSGS Distribution do not prevent the MSGS Distribution from satisfying certain requirements for tax- free treatment under the Code. The opinion and the private letter ruling relied on factual representations and reasonable assumptions, which if incorrect or inaccurate may jeopardize the ability to rely on such opinion and letter ruling. If the MSGS Distribution does not qualify for tax- free treatment for U. S. federal income tax purposes, then, in general, MSG Networks (which is a wholly-owned subsidiary of MSG Entertainment following the completion of the MSGE- MSGN Merger in July 2021) would recognize taxable gain in an amount equal to the excess of the fair market value of the common stock of our Company over MSG Networks' tax basis therein (i. e., as if it had sold the common stock of our Company in a taxable sale for its fair market value). In addition, the receipt by MSG Networks' former stockholders of common stock of our Company would be a taxable distribution, and each U. S. holder that participated in the MSGS Distribution would recognize a taxable distribution as if the U. S. holder had received a distribution equal to the fair market value of our common stock that was distributed to it, which generally would be treated first as a taxable dividend to the extent of MSG Networks' earnings and profits, then as a non-taxable return of capital to the extent of each U. S. holder' s tax basis in its MSG Networks common stock, and thereafter as capital gain with respect to any remaining value. It is expected that the amount of any such taxes to MSG Networks' former stockholders and MSG Networks would be substantial. See " — We May Have a Significant Indemnity Obligation to MSG Entertainment if the MSGE Distribution Is Treated as a Taxable Transaction. " We May Have a Significant Indemnity Obligation to MSG Networks if the MSGS Distribution Is Treated as a Taxable Transaction. We entered into a Tax Disaffiliation Agreement with MSG Networks in connection with the MSGS Distribution, which sets out each party' s rights and obligations with respect to deficiencies and refunds, if any, of federal, state, local or foreign taxes for periods before and after the MSGS Distribution and related matters such as the filing of tax returns and the conduct of IRS and other audits. Pursuant to the Tax Disaffiliation Agreement, we are required to indemnify MSG Networks for losses and taxes of MSG Networks resulting from the breach of certain covenants and for certain taxable gain recognized by MSG Networks, including as a result of certain acquisitions of our stock or assets. If we are required to indemnify MSG Networks under the circumstances set forth in the Tax Disaffiliation Agreement, we may be subject to substantial liabilities, which could materially~~ adversely affect our financial position. We are Controlled by the Dolan Family. As a Result of Their Control, the Dolan Family Has the Ability to Prevent or Cause a Change in Control or Approve, Prevent or Influence Certain Actions by the Company. We have two classes of common stock: • Class A Common Stock, par value $ 0. 01 per share (" Class A Common Stock "), which is entitled to one vote per share and is entitled collectively to elect 25 % of our Board of Directors; and • Class B Common Stock, par value $ 0. 01 per share (" Class B Common Stock "), which is entitled to ten votes per share and is entitled collectively to elect the remaining 75 % of our Board of Directors. As of July ~~29~~ **31**, ~~2022~~ **2023**, the Dolan family, including trusts for the benefit of members of the Dolan family (collectively, the " Dolan Family Group "), collectively own all of our Class B Common Stock, approximately 3. ~~2~~ **3** % of our outstanding Class A Common Stock **and approximately 71. 0 % of the total voting power of all our outstanding common stock** (**in each case,** inclusive of options exercisable and RSUs vesting within 60 days of July ~~29~~ **31**, ~~2022~~ **2023**) ~~and approximately 70. 7 % of the total voting power of all our outstanding common stock~~. The members of the Dolan Family Group holding Class B Common Stock have executed a stockholders agreement (the " Stockholders Agreement ") that has the effect of causing the voting power of the holders of our Class B Common Stock to be cast as a block with respect to all matters to be voted on by holders of Class B Common Stock. Under the Stockholders Agreement, the shares of Class B Common Stock owned by members of the Dolan Family Group (representing all of the outstanding Class B Common Stock) are to be voted on all matters in accordance with the determination of the Dolan Family Committee, except that the decisions of the Dolan Family Committee are non- binding with respect to the Class B Common Stock owned by certain Dolan family trusts that collectively own 40. 5 % of the outstanding Class B Common Stock (" Excluded Trust "). The " Dolan Family Committee " consists of Charles F. Dolan and his six children, James L. Dolan, Thomas C. Dolan, Patrick F. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan- Sweeney. The Dolan Family Committee generally acts by majority vote, except that approval of a going- private transaction must be approved by a two- thirds vote and approval of a change- in- control transaction must be approved by not less than all but one vote. The voting members of the Dolan Family Committee are James L. Dolan, Thomas C. Dolan, Kathleen M. Dolan, Marianne Dolan Weber and Deborah A. Dolan- Sweeney, with each member having one vote other than James L. Dolan, who has two votes. Because James L. Dolan has two votes, he has the ability to block Dolan Family Committee approval of any Company change in control transaction. Shares of Class B Common Stock owned by Excluded Trusts are to be voted on all matters in accordance with the determination of the Excluded Trusts holding a majority of the Class B Common Stock held by all Excluded Trusts, except in the case of a vote on a going- private transaction or a change in control transaction, in which case a vote of trusts holding two- thirds of the Class B Common Stock owned by Excluded Trusts is required. The Dolan Family Group is able to prevent a change in control of ~~our~~ **the** Company and no person interested in acquiring us would be able to do so without obtaining the consent of the Dolan Family Group. The Dolan Family Group, by virtue of their stock ownership, have the power to elect all of our directors subject to election by holders of Class B Common

Stock and are able collectively to control stockholder decisions on matters on which holders of all classes of our common stock vote together as a single class. These matters could include the amendment of some provisions of our certificate of incorporation and the approval of fundamental corporate transactions. In addition, the affirmative vote or consent of the holders of at least 66 2 ⁄ 3 % of the outstanding shares of the Class B Common Stock, voting separately as a class, is required to approve: • the authorization or issuance of any additional shares of Class B Common Stock; and • any amendment, alteration or repeal of any of the provisions of our certificate of incorporation that adversely affects the powers, preferences or rights of the Class B Common Stock. As a result, the Dolan Family Group also has the power to prevent such issuance or amendment. The Dolan Family Group also controls MSG Entertainment **, Sphere Entertainment** ~~(including its subsidiary MSG Networks)~~ and AMC Networks Inc. (“ AMC Networks ”). We Have Elected to Be a “ Controlled Company ” for NYSE Purposes Which Allows Us Not to Comply with Certain of the Corporate Governance Rules of NYSE. Members of the Dolan Family Group have entered into a Stockholders Agreement relating, among other things, to the voting of their shares of our Class B Common Stock. As a result, we are a “ controlled company ” under the corporate governance rules of NYSE. As a controlled company, we have the right to elect not to comply with the corporate governance rules of NYSE requiring: (i) a majority of independent directors on our Board, (ii) an independent corporate governance and nominating committee and (iii) an independent compensation committee. Our Board of Directors has elected for the Company to be treated as a “ controlled company ” under NYSE corporate governance rules and not to comply with the NYSE requirement for a majority independent board of directors and for an independent corporate governance and nominating committee because of our status as a controlled company. Nevertheless, our Board of Directors has elected to comply with the NYSE requirement for an independent compensation committee. Future Stock Sales, Including as a Result of the Exercise of Registration Rights by Certain of Our Stockholders, Could Adversely Affect the Trading Price of Our Class A Common Stock. Certain parties have registration rights covering a portion of our shares. We have entered into registration rights agreements with Charles F. Dolan, members of his family, certain Dolan family interests, and the Dolan Family Foundation that provide them with “ demand ” and “ piggyback ” registration rights with respect to approximately 5. ~~1~~ **2** million shares of Class A Common Stock, including shares issuable upon conversion of shares of Class B Common Stock. Sales of a substantial number of shares of Class A Common Stock, including sales pursuant to these registration rights, could adversely affect the market price of the Class A Common Stock and could impair our future ability to raise capital through an offering of our equity securities. Transfers and Ownership of Our Common Stock Are Subject to Restrictions Under Rules of the NBA and NHL and Our Certificate of Incorporation Provides Us with Remedies Against Holders Who Do Not Comply with Those Restrictions. The Company is the owner of professional sports franchises in the NBA and NHL. As a result, transfers and ownership of our common stock are subject to certain restrictions under the governing documents of the NBA and NHL as well as the Company’ s consent and other agreements with the NBA and NHL in connection with their approval of the MSGS Distribution and the ~~MSGE~~ **Sphere** Distribution. These restrictions are described under “ Description of Capital Stock — Class A Common Stock and Class B Common Stock — Transfer Restrictions ” in Exhibit 4. 5 to this annual report on Form 10- K. In order to protect the Company and its NBA and NHL franchises from sanctions that might be imposed by the NBA or NHL as a result of violations of these restrictions, our amended and restated certificate of incorporation provides that, if a transfer of shares of our common stock to a person or the ownership of shares of our common stock by a person requires approval or other action by a league and such approval or other action was not obtained or taken as required, the Company shall have the right by written notice to the holder to require the holder to dispose of the shares of common stock which triggered the need for such approval. If a holder fails to comply with such a notice, in addition to any other remedies that may be available, the Company may redeem the shares at 85 % of the fair market value of those shares. We Share Certain Directors, Officers and Employees with MSG Entertainment **, Sphere Entertainment** and / or AMC Networks, Which Means Those Officers and Directors Do Not Devote Their Full Time and Attention to Our Affairs and the Overlap May Give Rise to Conflicts. Our Executive Chairman, James L. Dolan, also serves as the Executive Chairman and Chief Executive Officer of MSG Entertainment and **Sphere Entertainment and as** Non- Executive Chairman of AMC Networks **and our Executive Vice President, David Granville-Smith, also serves as the Executive Vice President of Sphere Entertainment and AMC Networks. Our President and Chief Operating Officer, David Hopkinson, also provides sponsorship- related services to MSG Entertainment, for which the Company is fully reimbursed** . In addition, one of our directors, Charles F. Dolan, is the Chairman Emeritus of AMC Networks and a director of MSG Entertainment **and Sphere Entertainment** . Furthermore, ~~ten~~ **nine** members of our Board of Directors (including James L. Dolan and Charles F. Dolan) are also directors of MSG Entertainment ~~and seven~~ **, ten** members of our Board of Directors ~~are also directors of AMC Networks~~ (including James L. Dolan and Charles F. Dolan) **are also directors of Sphere Entertainment and six members of our Board of Directors (including James L. Dolan and Charles F. Dolan) are also directors of AMC Networks** . Our Vice Chairman, Gregg G. Seibert, also serves as the Vice Chairman of MSG Entertainment **, Sphere Entertainment** and AMC Networks ~~and~~ **. Further,** our Senior Vice President, Associate General Counsel and Secretary, Mark C. Cresitello, also serves as Secretary of ~~MSG~~ **Sphere** Entertainment. As a result, these individuals do not devote their full time and attention to the Company’ s affairs. The overlapping directors, officers and employees may have actual or apparent conflicts of interest with respect to matters involving or affecting each company. For example, the potential for a conflict of interest exists when we on the one hand, and MSG **Entertainment, Sphere** Entertainment and / or AMC Networks on the other hand, look at certain acquisitions and other corporate opportunities that may be suitable for more than one of the companies. Also, conflicts may arise if there are issues or disputes under the commercial arrangements that exist between MSG Entertainment **, Sphere Entertainment** or AMC Networks and us. In addition, certain of our directors, officers and employees hold MSG **Entertainment, Sphere** Entertainment and / or AMC Networks stock, stock options and / or restricted stock units. These ownership interests could create actual, apparent or potential conflicts of interest when these individuals are faced with decisions that could have different implications for ~~our~~ **the** Company and MSG **Entertainment, Sphere** Entertainment or AMC Networks. See “ Certain Relationships and Potential Conflicts of Interest ” in our ~~Proxy Statement~~ **Current Report on Form 8- K** filed with the SEC on ~~October 22~~ **April 15** , ~~2021~~ **2023** for a discussion of certain procedures we instituted to help ameliorate such potential conflicts with MSG Entertainment **, Sphere Entertainment** and / or AMC Networks that may arise. Our Overlapping Directors and Executive Officers with MSG Entertainment **, Sphere Entertainment** and / or AMC Networks May Result in the Diversion of Corporate Opportunities to MSG **Entertainment, Sphere** Entertainment and / or AMC Networks and Other Conflicts and Provisions in Our Amended and Restated Certificate of Incorporation May Provide Us No Remedy in That Circumstance. The Company acknowledges that directors and officers of the Company may also be serving as directors, officers, employees, consultants or agents of MSG Entertainment **, Sphere Entertainment** and / or AMC Networks and their respective subsidiaries and that the Company may engage in material business transactions with such entities. The Company' s Board of Directors has adopted resolutions putting in place policies and arrangements whereby the Company has renounced its rights to certain business opportunities and no director or officer of the Company who is also serving as a director, officer, employee, consultant or agent of MSG **Entertainment, Sphere** Entertainment and / or AMC Networks and their subsidiaries will be liable to the Company or its stockholders for breach of any fiduciary duty that would otherwise occur by reason of the fact that any such individual directs a corporate opportunity (other than certain limited types of opportunities set forth in such policies) to MSG Entertainment **, Sphere Entertainment** and / or AMC Networks or any of their subsidiaries instead of the Company, or does not refer or communicate information regarding such corporate opportunities to the Company.