

GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the lease, dated May 17, 2007 ("Lease"), by 01 [REDACTED] C ("Landlord") to TSI SUNNYSIDE, LLC ("Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, TOWN SPORTS INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("Guarantor," which term shall be deemed to include the named Guarantors and their heirs, executors, fiduciaries, successors and assigns), hereby guarantees, absolutely and unconditionally, to Landlord the full and prompt payment of "Rent" (as defined in Article 3 of the Lease) (including, without limitation, Landlord's legal expenses and reasonable attorneys' fees and disbursements) payable by Tenant under the Lease; and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements provided under the Lease to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Rent accruing under the Lease (or damages in lieu thereof) on or prior to the last day of the seventh (7th) year of the Lease Term (the "Outside Date"), or if Tenant should default or be deemed in default under the Lease or in the performance and observance of any of the terms, covenants and conditions contained in the Lease accruing on or prior to the Outside Date, Guarantor shall and will forthwith pay the Rent due faithfully perform and fulfill all of such other terms, covenants and conditions and will forthwith pay to Landlord all damages that may arise in consequence of any such default by Tenant under the Lease occurring on or prior to the Outside Date but not less than one (1) year's Rent, plus all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default or the enforcement of this Guaranty without regard to when such fees and enforcement costs are incurred, but in no event shall Guarantor be obligated for any Rent payable for periods after the Outside Date, whether or not the Rent is accelerated. In addition to, and without limiting Guarantor's guaranty of Tenant's obligations under the Lease accruing on or prior to the Outside Date, the maximum amount of Guarantor's liability for Tenant's obligations under the Lease accruing after the Outside Date shall be limited to an amount equal to then annualized Rent payable by Tenant under the Lease for one (1) year after Tenant shall vacate the Premises and surrender possession of the Demised Premises to Landlord, but in no event shall Guarantor be obligated for any Rent payable for periods after said one (1) year period, whether or not the Rent is accelerated. (By way of example, if possession of the Demised Premises is given to Landlord in Year 5, Guarantor's liability shall extend to the Outside Date. If possession of the Demised Premises is given to Landlord in Year 7 or thereafter, Guarantor's liability shall extend through the period expiring one (1) year after the surrender of possession, but in no event shall Guarantor be obligated for any Rent payable for periods after said one (1) year period, whether or not the Rent is accelerated.)

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance, subject to the limitations set forth herein, if any. The liability of Guarantor is co-extensive with that of Tenant and any other guarantor of Tenant's obligations under the Lease and this Guaranty shall be enforceable against