

TOWN SPORTS INTERNATIONAL HOLDINGS INC

FORM 10-Q (Quarterly Report)

Filed 07/31/08 for the Period Ending 06/30/08

Address	5 PENN PLAZA 4TH FLOOR NEW YORK, NY 10001
Telephone	(212) 246-6700
CIK	0001281774
Symbol	CLUB
SIC Code	7997 - Membership Sports and Recreation Clubs
Industry	Recreational Activities
Sector	Services
Fiscal Year	12/31

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 10-Q

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

For the quarterly period ended June 30, 2008

or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**

For the Transition period from _____ to _____.

Commission File Number 000-52013

TOWN SPORTS INTERNATIONAL HOLDINGS, INC.

(Exact name of Registrant as specified in its charter)

Delaware
*(State or other Jurisdiction of
Incorporation or Organization)*

20-0640002
*(I.R.S. Employer
Identification Number)*

**5 Penn Plaza (4th Floor)
New York, New York 10001
Telephone: (212) 246-6700**

*(Address, zip code, and telephone number, including
area code, of registrant's principal executive office.)*

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 and 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter periods that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the Registrant is a shell company (as defined in Exchange Act Rule 12b-2 of the Exchange Act).
Yes No

As of July 29, 2008 there were 26,444,801 shares Common of Stock of the Registrant outstanding.

TOWN SPORTS INTERNATIONAL HOLDINGS, INC. AND SUBSIDIARIES

FORM 10-Q

For the Quarter Ended June 30, 2008

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TOWN SPORTS INTERNATIONAL HOLDINGS, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

June 30, 2008 and December 31, 2007
 (All figures in \$'000s, except share data)
 (Unaudited)

	June 30, 2008	December 31, 2007
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 10,506	\$ 5,463
Accounts receivable (less allowance for doubtful accounts of \$3,291 and \$2,797 as of June 30, 2008 and December 31, 2007, respectively)	10,346	8,815
Inventory	302	230
Prepaid expenses and other current assets	8,084	11,334
Total current assets	29,238	25,842
Fixed assets, net	345,618	337,152
Goodwill	50,262	50,165
Intangible assets, net	663	477
Deferred tax asset, net	47,945	44,345
Deferred membership costs	17,250	17,974
Other assets	12,458	12,808
Total assets	<u>\$ 503,434</u>	<u>\$ 488,763</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 1,902	\$ 10,898
Accounts payable	5,666	10,891
Accrued expenses	35,650	34,186
Accrued interest	458	738
Corporate income taxes payable	1,510	811
Deferred revenue	47,130	41,798
Total current liabilities	92,316	99,322
Long-term debt	310,929	305,124
Deferred lease liabilities	65,393	61,221
Deferred revenue	6,137	7,300
Other liabilities	14,548	15,613
Total liabilities	489,323	488,580
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Common stock, \$.001 par value; issued and outstanding 26,444,801 and 26,254,773 shares at June 30, 2008 and December 31, 2007, respectively	26	26
Paid-in capital	(15,118)	(16,977)
Accumulated other comprehensive income (currency translation adjustment)	1,271	814
Retained earnings	27,932	16,320
Total stockholders' equity	14,111	183
Total liabilities and stockholders' equity	<u>\$ 503,434</u>	<u>\$ 488,763</u>

See notes to the condensed consolidated financial statements.

TOWN SPORTS INTERNATIONAL HOLDINGS, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

For the three and six months ended June 30, 2008 and 2007

(All figures in \$'000s except share and per share data)

(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Revenues:				
Club operations	\$ 127,729	\$ 118,128	\$ 252,636	\$ 232,468
Fees and other	1,664	1,650	3,077	2,687
	<u>129,393</u>	<u>119,778</u>	<u>255,713</u>	<u>235,155</u>
Operating Expenses:				
Payroll and related	48,653	44,563	97,057	89,314
Club operating	41,521	37,938	84,401	77,302
General and administrative	8,895	9,122	17,201	16,880
Depreciation and amortization	13,858	11,731	26,507	22,822
	<u>112,927</u>	<u>103,354</u>	<u>225,166</u>	<u>206,318</u>
Operating income	16,466	16,424	30,547	28,837
Loss on extinguishment of debt	—	—	—	12,521
Interest expense	5,633	6,393	12,147	13,409
Interest income	(74)	(279)	(215)	(538)
Equity in the earnings of investees and rental income	(620)	(482)	(1,067)	(904)
Income before provision for corporate income taxes	11,527	10,792	19,682	4,349
Provision for corporate income taxes	4,726	4,426	8,070	1,784
Net income	<u>\$ 6,801</u>	<u>\$ 6,366</u>	<u>\$ 11,612</u>	<u>\$ 2,565</u>
Earnings per share:				
Basic	\$ 0.26	\$ 0.24	\$ 0.44	\$ 0.10
Diluted	\$ 0.26	\$ 0.24	\$ 0.44	\$ 0.10
Weighted average number of shares used in calculating earnings per share:				
Basic	26,417,859	26,142,383	26,361,758	26,070,219
Diluted	26,488,634	26,656,341	26,422,359	26,572,355
Statements of Comprehensive Income				
Net income	\$ 6,801	\$ 6,366	\$ 11,612	\$ 2,565
Foreign currency translation adjustments	(245)	(33)	457	(12)
Comprehensive income	<u>\$ 6,556</u>	<u>\$ 6,333</u>	<u>\$ 12,069</u>	<u>\$ 2,553</u>

See notes to the condensed consolidated financial statements.

TOWN SPORTS INTERNATIONAL HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the six months ended June 30, 2008 and 2007
(All figures in \$'000s)
(Unaudited)

	Six Months Ended June 30,	
	2008	2007
Cash flows from operating activities:		
Net income	\$ 11,612	\$ 2,565
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	26,507	22,822
Non-cash interest expense on Senior Discount Notes	6,782	6,029
Loss on extinguishment of debt	—	12,521
Amortization of debt issuance costs	387	443
Noncash rental expense, net of noncash rental income	741	886
Compensation expense incurred in connection with stock options and common stock grants	500	355
Net changes in certain operating assets and liabilities	9,363	4,860
Increase in deferred tax asset	(3,600)	(6,271)
Landlord contributions to tenant improvements	3,338	3,686
Change in reserve for self-insured liability claims	1,056	1,304
Decrease (increase) in deferred membership costs	724	(1,051)
Other	(97)	20
Total adjustments	45,701	45,604
Net cash provided by operating activities	57,313	48,169
Cash flows from investing activities:		
Capital expenditures	(44,542)	(42,142)
Insurance Proceeds	1,074	—
Net cash used in investing activities	(43,468)	(42,142)
Cash flows from financing activities:		
Proceeds from New Credit Facility	—	185,000
Costs related to issuance of New Credit Facility	—	(2,634)
Repayment of Senior Notes	—	(169,999)
Premium paid on extinguishment of debt and related costs	—	(9,309)
Repayment of long term borrowings	(973)	(575)
Repayment of borrowings on Revolving Loan Facility	(9,000)	—
Change in book overdraft	(583)	(1,230)
Proceeds from exercise of stock options	1,187	1,740
Excess tax benefit from stock option exercises	173	1,036
Net cash (used in) provided by financing activities	(9,196)	4,029
Effect of exchange rate changes on cash	394	(10)
Net increase in cash and cash equivalents	5,043	10,046
Cash and cash equivalents at beginning of period	5,463	6,810
Cash and cash equivalents at end of period	\$ 10,506	\$ 16,856
Summary of change in certain operating assets and liabilities:		
(Increase) in accounts receivable	\$ (2,932)	\$ (2,322)
(Increase) decrease in inventory	(68)	41
Decrease (increase) in prepaid expenses and other current assets	3,486	(1,207)
Increase in accounts payable, accrued expenses and accrued interest	4,026	1,396
Increase in corporate income taxes payable	699	1,050
Increase in deferred revenue	4,152	5,902
Net changes in certain operating assets and liabilities	\$ 9,363	\$ 4,860
Supplemental disclosures of cash flow information:		
Cash payments for interest	\$ 5,587	\$ 9,924
Cash payments for income taxes	\$ 10,809	\$ 5,830

See notes to the condensed consolidated financial statements.



TOWN SPORTS INTERNATIONAL HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(All figures \$'000s except share and per share data)
(Unaudited)

1. Basis of Presentation

As of June 30, 2008, Town Sports International Holdings, Inc. (the “Company” or “TSI Holdings”), through its wholly-owned subsidiary, Town Sports International, LLC (“TSI LLC”), operated 163 fitness clubs (“clubs”) comprised of 112 clubs in the New York metropolitan market under the “New York Sports Clubs” brand name, 22 clubs in the Boston market under the “Boston Sports Clubs” brand name, 19 clubs (two of which are partly-owned) in the Washington, D.C. market under the “Washington Sports Clubs” brand name, seven clubs in the Philadelphia market under the “Philadelphia Sports Clubs” brand name, and three clubs in Switzerland. The Company operates in a single segment.

The condensed consolidated financial statements included herein have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). The condensed consolidated financial statements should be read in conjunction with the Company’s December 31, 2007 consolidated financial statements and notes thereto, included in the Company’s Annual Report on Form 10-K, as filed on February 29, 2008 with the SEC. The year-end condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America (“GAAP”). Certain information and footnote disclosures that are normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to SEC rules and regulations. The information reflects all adjustments which, in the opinion of management, are necessary for a fair presentation of the financial position and results of operations for the interim periods set forth herein. The results for the three months ended June 30, 2008 are not necessarily indicative of the results for the entire year ending December 31, 2008.

Certain reclassifications were made to the reported amounts for the three months ended June 30, 2007 to conform to the presentation for the three months ended June 30, 2008.

For the six months ended June 30, 2008, the Company recorded an impairment loss of \$755 on fixed assets of a remote club that did not benefit from being part of a regional cluster and therefore experienced a decline in asset fair value. In addition, an impairment loss of \$387 was recorded related to an agreement to close a club prior to lease expiration. The agreement stipulates the club be closed within the next 18 months. Fair value was determined based on probability-weighted discounted cash flows for impairment under a held and used model for the remote club. Fair value was determined for the other club based on discounted cash flows over the expected remaining service period. The impairment losses are included in depreciation and amortization on the consolidated statement of operations.

2. Recent Accounting Changes

In September 2006, the Financial Accounting Standards Board (“FASB”) issued Statement of Financial Accounting Standards (“SFAS”) No. 157, *Fair Value Measurements* (“SFAS 157”), which defines fair value, establishes a framework for measuring fair value in accordance with GAAP, and expands disclosures about fair value measurements. SFAS 157 was effective January 1, 2008 for the Company. On February 12, 2008, however, the FASB issued FASB Position No. FAS 157-2, “Effective Date of FASB Statement No. 157,” delaying the effective date by one-year for non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. The implementation of SFAS 157 for financial assets and financial liabilities did not have a material impact on the Company’s Consolidated Financial Statements. The Company is still evaluating the impact of SFAS 157 for non-financial assets and non-financial liabilities on its Consolidated Financial Statements.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities Including an amendment of FASB No. 115* (“SFAS 159”), which permits entities to choose to measure many financial instruments and certain other items at fair value. The objective is to improve financial reporting by mitigating volatility in reported earnings caused by measuring related assets and liabilities separately. SFAS 159 was effective as of January 1, 2008 for the Company. The Company did not adopt the fair value option permitted under this statement.

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In December 2007, the FASB issued SFAS No. 141 (Revised 2007), *Business Combinations* (“SFAS 141(R)”). SFAS 141(R) establishes principles and requirements for how an acquirer in a business combination recognizes and measures in its financial statements the identifiable assets acquired, liabilities assumed and any noncontrolling interests in the acquiree, as well as the goodwill acquired. Significant changes from current practice resulting from FAS 141(R) include the expansion of the definitions of a “business” and a “business combination.” For all business combinations (whether partial, full or step acquisitions), the acquirer will record 100% of all assets and liabilities of the acquired business, including goodwill, generally at their fair values; contingent consideration will be recognized at its fair value on the acquisition date and, for certain arrangements, changes in fair value will be recognized in earnings until settlement; and acquisition-related transaction and restructuring costs will be expensed rather than treated as part of the cost of the acquisition. FAS 141(R) also establishes disclosure requirements to enable users to evaluate the nature and financial effects of the business combination. FAS 141(R) applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. Earlier adoption is not permitted. We are currently evaluating the potential impact of this statement.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements — An amendment of ARB No. 51* (“SFAS 160”). SFAS 160 amends Accounting Research Bulletin 51 “Consolidated Financial Statements” to establish accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. It clarifies that a noncontrolling interest in a subsidiary, which is sometimes referred to as minority interest, is a third-party ownership interest in the consolidated entity that should be reported as a component of equity in the consolidated financial statements. Among other requirements, FAS 160 requires consolidated statement of income to be reported at amounts that include the amounts attributable to both the parent and the noncontrolling interest. FAS 160 also requires disclosure on the face of the consolidated statement of income of the amounts of consolidated net income attributable to the parent and to the noncontrolling interest. FAS 160 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. Earlier adoption is not permitted. We currently do not have any noncontrolling interest.

In December 2007, the SEC issued Staff Accounting Bulletin No. 110 (“SAB 110”), *Share-Based Payment*. SAB 110 expresses the views of the staff regarding the use of a simplified method, as discussed in Staff Accounting Bulletin No. 107 (“SAB 107”), in developing an estimate of expected term of plain-vanilla share options in accordance with SFAS No. 123R, “Share-Based Payment.” In SAB 107, the staff indicated that it believed that more detailed external information about employee exercise behavior would, over time, become readily available to companies. Therefore, the staff stated that it would not expect a company to use the simplified method for share option grants after December 31, 2007. In SAB 110, the staff understands that such detailed information may not have been widely available by December 31, 2007. Accordingly, the staff will continue to accept, under certain circumstances, the use of the simplified method beyond December 31, 2007. As allowed under SAB 110, we will continue to use the simplified method in estimating the expected term of our stock options until such a time as more relevant detailed information becomes available.

3. Long-Term Debt

	June 30, 2008 (\$'000s)	December 31, 2007 (\$'000s)
Term Loan Facility	\$ 182,687	\$ 183,613
Revolving Loan Facility borrowings	—	9,000
11% Senior Discount Notes (Payment-in-Kind Notes)	130,092	123,310
Notes payable for acquired businesses	52	99
	<u>312,831</u>	<u>316,022</u>
Less current portion to be paid within one year	1,902	10,898
Long-term portion	<u>\$ 310,929</u>	<u>\$ 305,124</u>

On February 27, 2007, TSI Holdings and TSI LLC entered into a \$260,000 senior secured credit facility (“New Senior Credit Facility”). The New Senior Credit Facility consists of a \$185,000 term loan facility (the “Term Loan Facility”), a \$75,000 revolving credit facility (the “Revolving Loan Facility”), and an incremental term loan commitment facility in the maximum amount of \$100,000, which borrowing thereunder is subject to compliance with certain conditions precedent by TSI LLC and agreement upon certain terms and conditions thereof between the participating lenders and TSI LLC.

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Borrowings under the Term Loan Facility will, at TSI LLC's option, bear interest at either the administrative agent's base rate plus 0.75% or its Eurodollar rate plus 1.75%, each as defined in the New Senior Credit Facility. The interest rate on these borrowings was 4.31% as of June 30, 2008.

The Revolving Loan Facility contains a maximum total leverage covenant ratio, as defined in the New Senior Credit Facility, which covenant is subject to compliance, on a consolidated basis, only during the period in which borrowings and letters of credit are outstanding thereunder. There were no borrowings outstanding under the Revolving Loan Facility as of June 30, 2008 and outstanding letters of credit issued totaled \$11,520. The unutilized portion of the Revolving Loan Facility as of June 30, 2008 was \$63,480.

4. Earnings Per Share

Basic earnings per share is computed by dividing net income applicable to common shareholders by the weighted average numbers of shares of the Company's common stock, par value \$0.001 per share ("Common Stock") outstanding during the period. Diluted earnings per share is computed similarly to basic earnings per share, except that the denominator is increased to account for the assumed exercise of dilutive stock options using the treasury stock method.

For the three and six months ended June 30, 2008 and 2007, we did not include stock options to purchase 933,200 and 18,500 shares, respectively, of the Company's Common Stock in the calculations of diluted earnings per share because the exercise prices of those options were greater than the average market price and their inclusion would be anti-dilutive.

The following table summarizes the weighted average number of shares of Common Stock for basic and diluted earnings per share computations.

	Three Months Ended June 30, (Unaudited)		Six Months Ended June 30, (Unaudited)	
	2008	2007	2008	2007
Weighted average number of shares of Common Stock outstanding — basic	26,417,859	26,142,383	26,361,758	26,070,219
Effect of diluted stock options and restricted Common Stock	70,775	513,958	60,601	502,136
Weighted average number of shares of Common Stock outstanding — diluted	<u>26,488,634</u>	<u>26,656,341</u>	<u>26,422,359</u>	<u>26,572,355</u>

5. Common Stock and Stock-Based Compensation

The Company's Amended and Restated 2006 Stock Incentive Plan (the "Plan") authorizes the Company to issue up to 2,500,000 shares of Common Stock to employees, non-employee directors and consultants pursuant to awards of stock options, stock appreciation rights, restricted stock, in payment of performance shares or other stock-based awards. Under the Plan, stock options must be granted at a price not less than the fair market value of the stock on the date the option is granted, generally are not subject to re-pricing, and will not be exercisable more than ten years after the date of grant. Options granted under the Plan, as amended, generally qualify as "non-qualified stock options" under the U.S. Internal Revenue Code of 1986, as amended. The Plan was approved by stockholders at the 2008 Annual Meeting of Stockholders on May 15, 2008. Certain options granted under the Company's 2004 Common Stock Option Plan generally qualify as "incentive stock options" under the U.S. Internal Revenue Code; the exercise price of a stock option granted under this plan may not be less than the fair market value of Common Stock on the option grant date.

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Option Grants

Options granted during the six months ended June 30, 2008 to employees of the Company and members of the Company's Board of Directors were as follows:

<u>Date</u>	<u>Number of Options</u>	<u>Exercise Price</u>	<u>Black Scholes Valuation</u>	<u>Volatility</u>	<u>Dividend Yield</u>	<u>Risk Free Interest Rate</u>	<u>Expected Term (Years)</u>
January 2, 2008	5,000	\$9.35	\$4.24	45.9%	0.0%	2.71%	5.50
March 4, 2008	100,000	\$7.73	\$3.83	47.0%	0.0%	3.00%	6.25
May 6, 2008	100,000	\$9.54	\$4.97	49.8%	0.0%	3.30%	6.25
June 13, 2008	120,000	\$9.83	\$5.15	50.2%	0.0%	3.30%	6.25
Total	<u>325,000</u>						

At June 30, 2008, the Company had 387,160 and 986,440 stock options outstanding under its 2004 Common Stock Option Plan and the Plan, respectively. The total compensation expense, classified within Payroll and related on the condensed statements of operations, related to these plans was \$235 and \$456 for the three and six months ended June 30, 2008, respectively and \$186 and \$355 for the three and six months ended June 30, 2007, respectively.

As of June 30, 2008, a total of \$3,861 unrecognized compensation cost related to stock options is expected to be recognized, depending upon the likelihood that accelerated vesting targets are met in future periods, over a weighted-average period of 3.4 years.

Restricted Stock Grants

On June 13, 2008, the Company issued 25,000 shares of restricted Common Stock to employees. The fair value per share was \$9.83, the closing stock price on the date of grant. These shares will vest 25% per year over four years on the anniversary date of the grant. The Company recognized compensation expense of \$2 for the three and six months ended June 30, 2008.

Stock Repurchase Plan

On April 29, 2008, the Board of Directors approved a plan to repurchase up to an aggregate of \$25,000 of Common Stock. The repurchase program is expected to continue through December 31, 2009. The stock repurchase program may be modified, extended or terminated by the Board of Directors at any time. As of June 30, 2008, the Company had not made any stock repurchases.

6. Goodwill and Other Intangibles

Goodwill has been allocated to reporting units that closely reflect the regions served by our four trade names: "New York Sports Clubs", "Boston Sports Clubs", "Washington Sports Clubs" and "Philadelphia Sports Clubs", with certain more remote clubs that do not benefit from a regional cluster being considered single reporting units.

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In each of the quarters ended March 31, 2008 and 2007, the Company performed its annual impairment test. Goodwill impairment testing requires a comparison between the carrying value and fair value of reportable goodwill. If the carrying value exceeds the fair value, goodwill is considered impaired. The amount of the impairment loss is measured as the difference between the carrying value and the implied fair value of goodwill, which is determined using discounted cash flows. The 2008 and 2007 impairment tests supported the recorded goodwill balances and as such no impairment of goodwill was required. The change in the carrying amount of goodwill from December 31, 2007 through June 30, 2008 is as follows:

Balance as of December 31, 2007	\$ 50,165
Changes due to foreign currency exchange rate fluctuations	97
Balance as of June 30, 2008	<u>\$ 50,262</u>

Acquired Intangible Assets	As of June 30, 2008 (\$'000s)		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Membership lists	\$ 11,267	\$ (11,051)	\$ 216
Covenants-not-to-compete	1,687	(1,242)	445
Beneficial lease	223	(221)	2
	<u>\$ 13,177</u>	<u>\$ (12,514)</u>	<u>\$ 663</u>

Acquired Intangible Assets	As of December 31, 2007 (\$'000s)		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Membership lists	\$ 11,678	\$ (11,300)	\$ 378
Covenants-not-to-compete	1,151	(1,059)	92
Beneficial lease	223	(216)	7
	<u>\$ 13,052</u>	<u>\$ (12,575)</u>	<u>\$ 477</u>

The amortization expense of the above acquired intangible assets for each of the four years ending June 30, 2012 is as follows:

Aggregate Amortization Expense for the twelve months ending June 30, (\$'000s)	
2009	\$ 514
2010	62
2011	62
2012	25
	<u>\$ 663</u>

Amortization expense for the six months ended June 30, 2008 and 2007 amounted to \$353 and \$251, respectively.

7. Income Taxes

The Company adopted Financial Accounting Standards Board Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"), on January 1, 2007. FIN 48 clarifies the accounting for uncertainty in income taxes by prescribing a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. FIN 48 requires that a Company recognize in its consolidated financial statements the impact of a tax position, if that position is more likely than not of being sustained on audit, based on the technical merits of the position. The Company did not have a change to the liability for unrecognized tax benefits as a result of the implementation of FIN 48. The amount of unrecognized tax benefits that, if recognized, would affect the Company's effective tax rate in any future periods had not changed significantly as of June 30, 2008 and the Company does not anticipate that the total amount of unrecognized benefits will significantly change in the next 12 months.

Effective upon the adoption of FIN 48, the Company recognizes both interest accrued related to unrecognized tax benefits and penalties in income tax expense, if deemed applicable. As of June 30, 2008, the amount accrued for interest was \$66.

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The Company files Federal income tax returns, a foreign jurisdiction return and multiple state and local jurisdiction tax returns. The Internal Revenue Service is currently examining the Company's 2006 Federal income tax return. The Company is no longer subject to examinations of its Federal income tax returns by the Internal Revenue Service for years 2004 and prior.

8. Commitments and Contingencies

On or about March 1, 2005, in an action styled *Sarah Cruz, et al v. Town Sports International, dba New York Sports Club*, plaintiffs commenced a purported class action against the Company in the Supreme Court, New York County, seeking unpaid wages and alleging that TSI LLC violated various overtime provisions of the New York State Labor Law with respect to the payment of wages to certain trainers and assistant fitness managers. On or about November 2, 2005, the complaint and the lawsuit were stayed upon agreement of the parties pending mediation. On or about November 28, 2006, the plaintiffs gave notice that they wished to lift the stay. On or about June 18, 2007, the same plaintiffs commenced a second purported class action against the Company in the Supreme Court, New York County, seeking unpaid wages and alleging that TSI LLC violated various wage payment and overtime provisions of the New York State Labor Law with respect to the payment of wages to all New York purported hourly employees. While we are unable at this time to estimate the likelihood of an unfavorable outcome or the potential loss to the Company in the event of such an outcome, we intend to contest these cases vigorously. Depending upon the ultimate outcome, these matters may have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows.

In addition to the litigation discussed above, we are involved in various other lawsuits, claims and proceedings incident to the ordinary course of business. The results of litigation are inherently unpredictable. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, require significant amounts of management time and result in diversion of significant resources. The results of these lawsuits, claims and proceedings cannot be predicted with certainty. However, we believe that the ultimate resolution of these current matters will not have a material adverse effect on our financial statements taken as a whole.

9. Investments in Affiliated Companies

The Company has investments in Capitol Hill Squash Club Associates ("CHSCA") and Kalorama Sports Managements Associates ("KSMA") (collectively referred to as the "Affiliates"). The Company has a limited partnership interest in CHSCA, which provides the Company with approximately 20% of CHSCA's profits as defined in the partnership agreement. The Company has a co-general partnership and limited partnership interests in KSMA, which entitles it to receive approximately 45% of KSMA's profits as defined in the partnership agreement. The Affiliates have operations that are similar, and related, to those of the Company. The Company accounts for these Affiliates in accordance with the equity method. The assets, liabilities, equity and operating results of CHSCA and the Company's pro rata share of CHSCA's net assets and operating results were not material for all periods presented. KSMA's balance sheets for the periods presented are not material to the Company's balance sheets for these respective periods. Total revenue, income from operations and net income of KSMA for the three and six months ended June 30, 2008 and 2007 were as follows:

	Three months ended		Six months ended	
	June 30, (\$'000s)		June 30, (\$'000s)	
	2008	2007	2008	2007
Revenue	\$874	\$931	\$1,774	\$1,831
Income from operations	353	406	732	779
Net income	315	374	661	722

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operation

Introduction

In this Form 10-Q, unless otherwise stated or the context otherwise indicates, references to "TSI Holdings," "Town Sports," "TSI," "the Company," "we," "our" and similar references refer to Town Sports International Holdings, Inc. and its subsidiaries, and references to "TSI LLC" and "TSI, Inc." refer to Town Sports International, LLC (formerly known as Town Sports International, Inc.), our wholly-owned operating subsidiary.

We are the second largest owner and operator of fitness clubs in the Northeast and Mid-Atlantic regions of the United States. As of June 30, 2008, we owned and operated 163 clubs that collectively served approximately 517,000 members. We develop clusters of clubs to serve densely populated major metropolitan regions and we service such populations by clustering clubs near the highest concentrations of our target customers' areas of both employment and residence. Our clubs are located for maximum convenience to our members in urban or suburban areas, close to transportation hubs, or office or retail centers. Our target customer is college-educated, typically between the ages of 21 and 50 and earns an annual income of between \$50,000 and \$150,000. We believe that the upper value segment that we serve is not only the broadest segment of the market, but also the segment with the greatest growth opportunities.

Our goal is to be the most recognized health club network in each of the four major metropolitan regions we serve. We believe that our strategy of clustering clubs provides significant benefits to our members and allows us to achieve strategic operating advantages. In each of our markets, we have developed clusters by initially opening or acquiring clubs located in the more central urban markets of the region and then branching out from these urban centers to suburbs and neighboring communities. Capitalizing on this clustering of clubs, as of June 30, 2008, approximately 39% of our members participated in our passport membership plan that allows unlimited access to all of our clubs in our clusters for a higher monthly membership fee. The remaining 61% of our members participate in a gold membership plan that allows unlimited access to a designated club and access to all other clubs in the chain during off-peak hours.

We have executed our clustering strategy successfully in the New York region through the network of fitness clubs we operate under our New York Sports Clubs brand name. We are the largest fitness club operator in Manhattan with 40 locations (more than twice as many as our nearest competitor) and operated a total of 112 clubs under the "New York Sports Clubs" brand name within a 120-mile radius of New York City as of June 30, 2008. We operated 22 clubs in the Boston region under our "Boston Sports Clubs" brand name, 19 clubs (two of which are partly-owned) in the Washington, D.C. region under our "Washington Sports Clubs" brand name and seven clubs in the Philadelphia region under our "Philadelphia Sports Clubs" brand name as of June 30, 2008. In addition, we operated three clubs in Switzerland as of June 30, 2008. We employ localized brand names for our clubs to create an image and atmosphere consistent with the local community and to foster recognition as a local network of quality fitness clubs rather than a national chain.

We consider that we have two principal sources of revenue:

- *Membership revenue:* Our largest sources of revenue are dues and initiation fees paid by our members. These comprised 81.2% of our total revenue for the six months ended June 30, 2008. We recognize revenue from membership dues in the month when the services are rendered. Approximately 92.0% of our members pay their monthly dues by Electronic Funds Transfer, or EFT, while the balance is paid annually in advance. We recognize revenue from initiation fees over the expected average life of the membership.
- *Ancillary club revenue:* For the six months ended June 30, 2008, we generated 12.8% of our revenue from personal training and 4.8% of our revenue from other ancillary programs and services consisting of programming for children, group fitness training and other member activities, as well as sales of miscellaneous sports products.

In addition, we receive revenue (approximately 1.2% of our revenue for the six months ended June 30, 2008) from the rental of space in our facilities to operators who offer wellness-related offerings, such as physical therapy. In addition, we sell in-club advertising and sponsorships and generate management fees from certain club facilities that we do not wholly own. We refer to this as Fees and Other revenue.

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Our revenues, operating income and net income for the three months ended June 30, 2008 were \$129.4 million, \$16.5 million and \$6.8 million, respectively. Our revenues, operating income and net income for the six months ended June 30, 2008 were \$255.7 million, \$30.5 million and \$11.6 million, respectively.

Our operating and selling expenses are comprised of both fixed and variable costs. Fixed costs include club and supervisory salary and related expenses, occupancy costs, including certain elements of rent, housekeeping and contracted maintenance expenses, as well as depreciation. Variable costs are primarily related to payroll associated with ancillary club revenue, membership sales compensation, advertising, utilities, certain facility repairs and club supplies.

General and administrative expenses include costs relating to our centralized support functions, such as accounting, insurance, information systems, purchasing and member relations, legal and consulting fees and real estate development expenses.

As clubs mature and increase their membership base, fixed costs are typically spread over an increasing revenue base and operating margins tend to improve.

Our primary capital expenditures relate to the construction or acquisition of new club facilities and upgrading and expanding our existing clubs. The construction and equipment costs vary based on the costs of labor, materials and the planned service offerings and size and configuration of the facility. We perform routine improvements at our clubs and partial replacement of the fitness equipment each year for which we budget approximately 4.0% of projected annual revenue. Expansions of certain facilities are also performed from time to time, when incremental space becomes available on acceptable terms, and utilization and demand for the facility dictate. In this connection, facility remodeling is also considered where appropriate.

Historical Club Growth

The following table sets forth our club growth during each of the quarters in 2007 and the first six months of 2008.

	2007					2008	
	Q1	Q2	Q3	Q4	Total	Q1	Q2
Wholly owned clubs operated at beginning of period	147	150	150	152	147	159	160
New clubs opened	3	1	2	8	14	2	3
Clubs acquired	—	—	—	1	1	—	—
Clubs closed, relocated or merged	—	(1)	—	(2)	(3)	(1)	(2)
Wholly owned clubs at end of period	<u>150</u>	<u>150</u>	<u>152</u>	<u>159</u>	<u>159</u>	<u>160</u>	<u>161</u>
Total clubs operated at end of period (1)	<u>152</u>	<u>152</u>	<u>154</u>	<u>161</u>	<u>161</u>	<u>162</u>	<u>163</u>

(1) Includes wholly owned and partly owned clubs. In addition to the above, as of June 30, 2008 and December 31, 2007, we managed four and five university fitness clubs, respectively, in which we did not have an equity interest.

Comparable Club Revenue

We define comparable club revenue as revenue at those clubs that were operated by us for over 12 months and comparable club revenue growth as revenue for the 13th month and thereafter as applicable as compared to the same period at the prior year. Comparable club revenue growth was 3.2% and 3.8% for the three and six months ended June 30, 2008, respectively.

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Results of Operations

The following table sets forth certain operating data as a percentage of revenue for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Revenue	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>
Operating expenses:				
Payroll and related	37.6	37.2	38.0	38.0
Club operating	32.1	31.7	33.0	32.9
General and administrative	6.9	7.6	6.7	7.2
Depreciation and amortization	<u>10.7</u>	<u>9.8</u>	<u>10.4</u>	<u>9.7</u>
	<u>87.3</u>	<u>86.3</u>	<u>88.1</u>	<u>87.8</u>
Operating income	12.7	13.7	12.0	12.2
Loss on extinguishment of debt	—	—	—	5.3
Interest expense	4.4	5.3	4.8	5.7
Interest income	(0.1)	(0.2)	(0.1)	(0.2)
Equity in the earnings of investees and rental income	<u>(0.5)</u>	<u>(0.4)</u>	<u>(0.4)</u>	<u>(0.4)</u>
Income before provision for corporate income taxes	8.9	9.0	7.7	1.8
Provision for corporate income taxes	<u>3.7</u>	<u>3.7</u>	<u>3.2</u>	<u>0.7</u>
Net income	<u>5.2%</u>	<u>5.3%</u>	<u>4.5%</u>	<u>1.1%</u>

Three Months Ended June 30, 2008 Compared to Three Months Ended June 30, 2007

Revenue (in \$'000s) was comprised of the following:

	Three Months Ended June 30,				% Growth
	2008		2007		
	Revenue	% Revenue	Revenue	% Revenue	
Membership dues	\$101,489	78.4%	\$ 93,818	78.3%	8.2%
Initiation fees	3,486	2.7%	3,096	2.6%	12.6%
Membership revenue	<u>104,975</u>	<u>81.1%</u>	<u>96,914</u>	<u>80.9%</u>	8.3%
Personal training revenue	16,700	12.9%	15,482	12.9%	7.9%
Other ancillary club revenue	6,054	4.7%	5,732	4.8%	5.6%
Ancillary club revenue	22,754	17.6%	21,214	17.7%	7.3%
Fees and other revenue	1,664	1.3%	1,650	1.4%	0.8%
Total revenue	<u>\$129,393</u>	<u>100.0%</u>	<u>\$119,778</u>	<u>100.0%</u>	8.0%

The increase in revenue was driven primarily by growth in membership revenue and ancillary club revenue. For the three months ended June 30, 2008, revenue increased \$1.8 million, or 1.6%, compared to the three months ended June 30, 2007 at our clubs opened or acquired prior to June 30, 2006. For the three months ended June 30, 2008, revenue increased \$9.9 million compared to the three months ended June 30, 2007 at the 26 clubs opened or acquired subsequent to June 30, 2006. These increases in revenue were offset by a \$1.6 million revenue decrease related to the seven clubs that were closed and/or relocated subsequent to June 30, 2006.

Comparable club revenue increased 3.2% for the three months ended June 30, 2008 compared to the three months ended June 30, 2007. Of this 3.2% increase, 1.5% was due to an increase in membership, 1.0% was due to an increase in price and 0.7% was due to an increase in ancillary club revenue and fees and other revenue.

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Operating expenses (in \$'000s) were comprised of the following:

	Three Months Ended June 30,		% Variance
	2008	2007	
Payroll and related	\$ 48,653	\$ 44,563	9.2%
Club operating	41,521	37,938	9.4%
General and administrative	8,895	9,122	(2.5%)
Depreciation and amortization	13,858	11,731	18.1%
Operating expenses	<u>\$ 112,927</u>	<u>\$ 103,354</u>	9.3%

Operating expenses increased due to the following factors:

Payroll and related . This increase was attributable to a 7.8% increase in the total months of club operation from 448 to 483 and promotion of our initiation fees. We have been discontinuing our new member initiation fees in an effort to drive sales. Our payroll costs that we defer are limited to the amount of these initiation fees, thus causing an increase of approximately \$1.6 million in payroll expense. In addition, payroll costs directly related to our personal training, group fitness training, and programming for children increased \$1.1 million or 11.5%, due to an increase in the number of clubs offering these programs.

Club operating . This increase was principally attributable to the following:

- Rent and occupancy expenses increased \$2.4 million. Rent and occupancy costs increased \$1.9 million at clubs that opened after April 1, 2007, or that are currently under construction and increased \$736,000 at our clubs opened prior to April 1, 2007. Rent and occupancy expenses decreased \$291,000 at our clubs closed and/or relocated after April 1, 2007.
- Cleaning, laundry and towel expenses increased \$968,000 due to new club openings, an increase in the number of clubs that used an outsourced laundry service as well as overall increased club usage of 12.2%.
- Advertising and marketing expenses decreased \$782,000 to \$879,000 from \$1.7 million, primarily due to a reduction in general awareness advertising in 2008.

Depreciation and amortization . This increase was principally due to new and expanded clubs. In addition, during the three months ended June 30, 2008, we recorded an impairment loss of \$755,000 on fixed assets of a remote club that did not benefit from being part of a regional cluster and therefore experienced a decline in asset fair value, and an impairment loss of \$387,000 related to an agreement to close a club prior to its lease expiration. Offsetting these increases are insurance proceeds of approximately \$600,000 received for fixed asset damages at two of our clubs.

Interest Expense

Interest expense decreased \$760,000 or 11.9% for the three months ended June 30, 2008 compared to the three months ended June 30, 2007. This decrease is a result of the February 27, 2007 refinancing of the 95/8% Senior Notes (the "Old Senior Notes") with our Term Loan Facility at a variable rate. For the three months ended June 30, 2007, this variable rate was approximately 7.13%, while the average rate for the three months ended June 30, 2008 decreased to approximately 4.44%.

Interest Income

Interest income decreased \$205,000 to \$74,000 for the three months ended June 30, 2008 from \$279,000 for the three months ended June 30, 2007 due to a decrease in interest rates, as well as a decrease in the monthly average cash balance.

Provision for Corporate Income Taxes

We recorded an income tax provision of \$4.7 million for the three months ended June 30, 2008 compared to a provision of \$4.4 million for the three months ended June 30, 2007, calculated using the Company's effective tax rate.

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Six Months Ended June 30, 2008 Compared to Six Months Ended June 30, 2007

Revenue (in \$'000s) was comprised of the following:

	Six Months Ended June 30,				% Growth
	2008		2007		
	Revenue	% Revenue	Revenue	% Revenue	
Membership dues	\$200,672	78.5%	\$184,802	78.6%	8.6%
Initiation fees	6,888	2.7%	5,979	2.5%	15.2%
Membership revenue	207,560	81.2%	190,781	81.1%	8.8%
Personal training revenue	32,841	12.8%	29,403	12.5%	11.7%
Other ancillary club revenue	12,236	4.8%	12,284	5.2%	(0.4)%
Ancillary club revenue	45,077	17.6%	41,687	17.7%	8.1%
Fees and other revenue	3,076	1.2%	2,687	1.2%	14.5%
Total revenue	<u>\$255,713</u>	<u>100.0%</u>	<u>\$235,155</u>	<u>100.0%</u>	8.7%

Revenue increased \$20.6 million, or 8.7%, to \$255.7 million for the six months ended June 30, 2008 from \$235.2 million for the six months ended June 30, 2007. This increase in revenue was driven primarily by growth in membership revenue and ancillary club revenue. For the six months ended June 30, 2008, revenues increased \$5.0 million, or 2.2%, at our clubs opened or acquired prior to June 30, 2006. For the six months ended June 30, 2008, revenue increased \$18.7 million at the 26 clubs opened or acquired subsequent to June 30, 2006. These increases in revenue were offset by a \$2.5 million revenue decrease related to the seven clubs that were closed and/or relocated subsequent to June 30, 2006.

Comparable club revenue increased 3.8% for the six months ended June 30, 2008. Of this 3.8% increase, 1.6% was due to an increase in membership, 1.2% was due to an increase in price and 1.0% was due to an increase in ancillary club revenue and fees and other revenue.

Operating expenses (in \$'000s) were comprised of the following:

	Six Months Ended June 30,		% Variance
	2008	2007	
Payroll and related	\$ 97,057	\$ 89,314	8.7%
Club operating	84,401	77,302	9.2%
General and administrative	17,201	16,880	1.9%
Depreciation and amortization	26,507	22,822	16.1%
Operating expenses	<u>\$ 225,166</u>	<u>\$ 206,318</u>	9.1%

Operating expenses increased due to the following factors:

Payroll and related . This increase was attributable to a 7.9% increase in the total months of club operation from 890 to 960 and promotion of our initiation fees. We have been discounting our new member initiation fees in an effort to drive sales. Our payroll costs that we defer are limited to the amount of these initiation fees, thus causing an increase or approximately \$2.4 million in payroll expenses. In addition, payroll costs directly related to our personal training, group fitness training, and programming for children increased \$2.6 million, or 13.8%, due to an increase in the number of clubs offering these programs.

Club operating . This increase was primarily due to the following:

- Rent and occupancy expenses increased \$4.7 million. Rent and occupancy costs increased \$4.0 million at clubs that opened after April 1, 2007, or that are currently under construction and increased \$928,000 at our clubs opened prior to April 1, 2007. Rent and occupancy expenses decreased \$275,000 at our clubs closed and/or relocated after April 1, 2007.
- Cleaning, laundry and towel expenses increased \$1.3 million due to new club openings, an increase in the number of clubs that used an outsourced laundry service as well as overall increased club usage of 12.1%.
- Advertising and marketing expenses decreased \$1.1 million to \$3.9 million from \$5.0 million primarily due to a reduction in general awareness advertising in 2008.

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Depreciation and amortization . This increase was principally due to new and expanded clubs. In addition, during the six months ended June 30, 2008, we recorded an impairment loss of \$755,000 on fixed assets of a remote club that did not benefit from being part of a regional cluster and therefore experienced a decline in asset fair value, and an impairment loss of \$387,000 related to an agreement to close a club prior to its lease expiration. Offsetting these increases are insurance proceeds of approximately \$600,000 received for fixed asset damages at two of our clubs.

Loss on Extinguishment of Debt

For the six months ended June 30, 2007 loss on extinguishment of debt was \$12.5 million. The proceeds from the New Senior Credit Facility obtained on February 27, 2007 were used to repay \$170.0 million, representing the remaining outstanding principal of the Old Senior Notes. We incurred \$8.8 million of tender premium and \$215,000 of call premium together with \$335,000 of fees and expenses related to the tender of the Old Senior Notes. Net deferred financing costs related to the Old Senior Notes and the related facility totaling approximately \$3.2 million were expensed in the first quarter of 2007. There were no such costs in the six months ended June 30, 2008.

Interest Expense

Interest expense decreased \$1.3 million, or 9.4%, for the six months ended June 30, 2008 compared to the six months ended June 30, 2007. This decrease is a result of the February 27, 2007 refinancing of the Old Senior Notes with our Term Loan Facility at a variable rate. For the six months ended June 30, 2007, the average variable interest rate was approximately 8.0%, while the average variable interest rate for the six months ended June 30, 2008 decreased to approximately 5.80%.

Interest Income

Interest income decreased \$323,000, or 60.0%, for the six months ended June 30, 2008 compared to the six months ended June 30, 2007 due to a decrease in interest rates, as well as a decrease in the monthly average cash balance.

Provision for Corporate Income Taxes

We recorded an income tax provision of \$8.1 million for the six months ended June 30, 2008 compared to a provision of \$1.8 million for the six months ended June 30, 2007, calculated using the Company's effective tax rate.

Liquidity and Capital Resources

Historically, we have satisfied our liquidity needs through cash generated from operations and various borrowing arrangements. Principal liquidity needs have included the acquisition and development of new clubs, debt service requirements and other capital expenditures necessary to upgrade, expand and renovate existing clubs.

Operating Activities. Net cash provided by operating activities for the six months ended June 30, 2008 was \$57.3 million compared to \$48.2 million for the six months ended June 30, 2007, for a \$9.1 million increase. The net changes in certain operating assets and liabilities increased \$4.5 million primarily due to decreases in pre-payments made to landlords and the timing of other vendor payments. Cash paid for interest decreased \$4.3 million, while cash paid for taxes increased \$5.0 million.

Excluding the effects of cash and cash equivalent balances, we normally operate with a working capital deficit because we receive dues and program and services fees either (i) for the month services are rendered, or (ii) when paid-in-full, in advance. As a result, we typically do not have significant accounts receivable. We record deferred liabilities for revenue received in advance in connection with dues and services paid-in-full and for initiation fees paid at the time of enrollment. Initiation fees received are deferred and amortized over a 30-month period, which represents the approximate life of a member. At the time a member joins our club we incur enrollment costs which are deferred over 30 months. These costs typically offset the impact initiation fees have on working capital. We do not believe we will have to finance this working capital deficit in the foreseeable future, because as we increase the number of clubs open, we expect we will continue to have deferred revenue balances that reflect services and dues that are paid-in-full in advance at levels similar to, or greater than, those currently maintained. The deferred revenue balances that give rise to this working capital deficit represent cash received in advance of services performed, and do not represent liabilities that must be funded with cash.

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Investing Activities. Investing activities consist primarily of construction of new clubs and the purchase of new fitness equipment. In addition, we make capital expenditures to expand and remodel our existing clubs. We finance construction and the purchase of equipment by using cash generated by operations and various borrowing arrangements. Net cash used in investing activities was \$43.5 million and \$42.1 million for the six months ended June 30, 2008 and 2007, respectively. For the year ending December 31, 2008, we estimate we will invest between \$90.0 million and \$95.0 million in capital expenditures. This amount includes \$21.0 million to continue to upgrade existing clubs, \$9.0 million to support and enhance our management information systems and \$6.0 million for the construction of a new regional laundry facility in our New York Sports Clubs market. The remainder of our 2008 capital expenditures will be committed to building, acquiring or expanding clubs. These expenditures will be funded by cash flow provided by operations, available cash on hand and, to the extent needed, borrowings from the Revolving Loan Facility. In addition, the Company received \$1.1 million of insurance proceeds relating to the loss of property and equipment.

Financing Activities. Net cash used in financing activities was \$9.2 million for the six months ended June 30, 2008 compared to net cash provided by financing activities of \$4.0 million for the same period in the prior year for a decrease in financing cash of \$13.2 million. In February 2007, the net proceeds after issuance costs from the New Senior Credit Facility of \$182.4 million were used to repay the remaining principal of \$170.0 million of the outstanding principal of the Old Senior Notes. In addition, we paid a premium and fees in connection with the extinguishment of debt of \$9.3 million. These transactions accounted for a \$3.1 million decrease in cash related to financing activities. In addition, for the three months ended June 30, 2008 we repaid \$9.0 million for amounts borrowed on the Revolving Loan Facility in December 2007.

As of June 30, 2008, our total consolidated debt was \$312.8 million. This substantial amount of debt could have significant consequences, including:

- Making it more difficult to satisfy our obligations;
- Increasing our vulnerability to general adverse economic conditions;
- Limiting our ability to obtain additional financing to fund future working capital, capital expenditures, acquisitions of new clubs and other general corporate requirements;
- Requiring cash flow from operations for the payment of interest on our credit facility and reducing our ability to use our cash flow to fund working capital, capital expenditures, acquisitions of new clubs and general corporate requirements; and
- Limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate.

These limitations and consequences may place us at a competitive disadvantage to other less-leveraged competitors.

On February 27, 2007, TSI Holdings and TSI LLC entered into the New Senior Credit Facility. The New Senior Credit Facility consists of the Term Loan Facility, the Revolving Loan Facility, and an incremental term loan commitment facility in the maximum amount of \$100.0 million, under which borrowing is subject to compliance with certain conditions precedent by TSI LLC and agreement upon certain terms and conditions thereof between the participating lenders and TSI LLC. The Revolving Loan Facility replaced the senior secured revolving credit facility of \$75.0 million that was to mature on April 16, 2008.

As of June 30, 2008, TSI LLC had \$182.7 million outstanding under the Term Loan Facility. Borrowings under the Term Loan Facility will, at TSI LLC's option, bear interest at either the administrative agent's base rate plus 0.75% or its Eurodollar rate plus 1.75%, each as defined in the New Senior Credit Facility. The interest rate on these borrowings was 4.31% as of June 30, 2008. The Term Loan Facility matures on the earlier of February 27, 2014, or August 1, 2013 if the 11% Senior Discount Notes are still outstanding as of that date. TSI LLC is required to repay 0.25% of principal, or \$462,500, per quarter beginning June 30, 2007. Total principal payments of \$2.3 million have been made as of June 30, 2008.

The Revolving Loan Facility expires on February 27, 2012 and borrowings under the facility currently, at TSI LLC's option, bear interest at either the administrative agent's base rate plus 1.25% or its Eurodollar rate plus 2.25%, each as defined in the New Senior Credit Facility. TSI LLC's applicable base rate and Eurodollar rate margins, and commitment commission percentage, vary with our consolidated secured leverage ratio, as defined in the New Senior Credit Facility. TSI LLC is required to pay a commitment fee of 0.50% per annum on the daily unutilized amount. There were no borrowings outstanding under the Revolving Loan Facility at June 30, 2008 and outstanding letters of credit issued totaled \$11.5 million. The unutilized portion of the Revolving Loan Facility as of June 30, 2008 was \$63.5 million.

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As of June 30, 2008, we were in compliance with the debt covenants in the New Senior Credit Facility and given our operating plans and expected performance for 2008, we expect we will continue to be in compliance during the remainder of 2008. These covenants may limit TSI LLC's ability to incur additional debt. As of June 30, 2008, permitted borrowing capacity of \$75.0 million was not restricted by the covenants.

The terms of the indenture governing our 11% Senior Discount Notes and the New Senior Credit Facility significantly restrict the payment of dividends by us. Our subsidiaries are permitted under the New Senior Credit Facility and the indenture governing our 11% Senior Discount Notes to incur additional indebtedness that may severely restrict or prohibit the payment of dividends by such subsidiaries to us. Our substantial leverage may impair our financial condition and we may incur significant additional debt.

As of June 30, 2008, we had \$130.1 million of the 11% Senior Discount Notes outstanding.

As of June 30, 2008, we had \$10.5 million of cash and cash equivalents.

Notes payable were incurred upon the acquisition of various clubs and are subject to possible post acquisition reductions arising out of operations of the acquired clubs. These notes bear interest at rates between 6% and 7% and are generally non-collateralized. The notes are due on various dates through 2009.

The aggregate long-term debt, and operating lease obligations as of June 30, 2008 were as follows:

Contractual Obligations	Payments Due by Period (in \$'000s)				
	Total	Less than 1 Year	1-3 Years	3-5 Years	After 5 Years
Long-Term Debt(1)	\$ 397,336	\$ 1,902	\$ 32,889	\$ 34,159	\$328,386
Operating Lease Obligations(2)	920,799	78,060	163,586	152,296	526,857
Total Contractual Cash Obligations	<u>\$1,318,135</u>	<u>\$79,962</u>	<u>\$196,475</u>	<u>\$186,455</u>	<u>\$855,243</u>

Notes:

- (1) The long-term debt contractual cash obligations include principal and interest payment requirements.
- (2) Operating lease obligations include base rent only. Certain leases provide for additional rent based on real estate taxes, common area maintenance and defined amounts based on the operating results of the lessee.

The following long-term liabilities included on the consolidated balance sheet are excluded from the table above: income taxes (including uncertain tax positions), insurance accruals and other accruals. The Company is unable to estimate the timing of payments for these items.

As of June 30, 2008, we were operating at a working capital deficit of \$63.1 million, of which \$47.1 million is related to deferred revenue and does not need to be financed for the foreseeable future. In addition, we have lease commitments of \$78.1 million for the next 12 months and expect to invest between \$90.0 and \$95.0 million in capital expenditures in 2008. We believe that we have, or will be able to, obtain or generate sufficient funds to finance our current operating and growth plans through June 30, 2009. These expenditures will be funded by cash flow provided by operations, which amounted to \$57.3 million for the first six months of 2008, available cash on hand of \$10.5 million as of June 30, 2008, and, to the extent needed, available borrowings from the \$75.0 million Revolving Loan Facility. Any material acceleration or expansion of our plans through newly constructed clubs or acquisitions (to the extent such acquisitions include cash payments) may require us to pursue additional sources of financing prior to June 30, 2009. There can be no assurance that such financing will be available, or that it will be available on acceptable terms. The Company does not hold any cash equivalents or investments that the Company believes will be impacted by the recent developments in the credit market.

On April 29, 2008, the Board of Directors approved a plan to repurchase up to an aggregate of \$25.0 million of the Company's common stock. The repurchases will be made from time to time on the open market at prevailing market prices, through privately negotiated transactions as conditions permit, or pursuant to a 10b5-1 plan adopted by the Company which permits the Company to repurchase its shares during periods in which the Company may be in possession of material non-public information. The repurchase program is expected to continue through December 31, 2009. The stock repurchase program may be modified, extended or terminated by the Board of Directors at any time. As of June 30, 2008, the Company had not made any stock repurchases.

Recent Changes in or Recently Issued Accounting Pronouncements

See Note 2 to the consolidated financial statements in this Form 10-Q.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains “forward-looking” statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including, without limitation, statements regarding future financial results and performance, potential sales revenue, legal contingencies and tax benefits, and the existence of adverse litigation and other risks, uncertainties and factors set forth under Item 1A., entitled “Risk Factors”, in our Annual Report on Form 10-K and in our other reports and documents filed with the SEC. These statements are subject to various risks, and uncertainties, many of which are outside our control, including the level of market demand for our services, competitive pressure, the ability to achieve reductions in operating costs and to continue to integrate acquisitions, environmental matters, the application of Federal and state tax laws and regulations, and other specific factors discussed herein and in other SEC filings by us. We believe that all forward-looking statements are based on reasonable assumptions when made; however, we caution that it is impossible to predict actual results or outcomes or the effects of risks, uncertainties or other factors on anticipated results or outcomes and that, accordingly, one should not place undue reliance on these statements. Forward-looking statements speak only as of the date they were made, and we undertake no obligation to update these statements in light of subsequent events or developments. Actual results may differ materially from anticipated results or outcomes discussed in any forward-looking statement.

ITEM 3. *Quantitative and Qualitative Disclosures About Market Risk*

Our debt consists of both fixed and variable debt facilities. As of June 30, 2008 and December 31, 2007, a total of \$182.7 million and \$183.6 million of our debt consisted of the Term Loan Facility for which borrowings are subject to variable interest rates. Borrowings under this Term Loan Facility are for periods of one, two, three or six months in the case of Eurodollar borrowings and no minimum period in the case of base rate borrowings, and upon each continuation of an interest period related to a Eurodollar borrowing the interest rate is reset and each interest rate would be considered variable. If short-term interest rates had increased by 100 basis points for the six months ended June 30, 2008, our interest expense would have increased by approximately \$927,000. These amounts are determined by considering the impact of the hypothetical interest rates on our debt balance during this period.

For additional information concerning the terms of our fixed-rate debt, see Note 7 to our financial statements as of and for the year ended December 31, 2007 included in our Annual Report on Form 10-K for the year ended December 31, 2007 filed with the SEC.

ITEM 4. *Controls and Procedures.*

Evaluation of Disclosure Controls and Procedures: As of June 30, 2008, we carried out an evaluation, under the supervision and with the participation of our management, including the Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of June 30, 2008, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports filed or submitted by us under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and such information is accumulated and communicated to management as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting: There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended June 30, 2008 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. *Legal Proceedings.*

On or about March 1, 2005, in an action styled *Sarah Cruz, et al v. Town Sports International, dba New York Sports Club*, plaintiffs commenced a purported class action against the Company in the Supreme Court, New York County, seeking unpaid wages and alleging that TSI LLC violated various overtime provisions of the New York State Labor Law with respect to the payment of wages to certain trainers and assistant fitness managers. On or about November 2, 2005, the complaint and the lawsuit were stayed upon agreement of the parties pending mediation. On or about November 28, 2006, the plaintiffs gave notice that they wished to lift the stay. On or about June 18, 2007, the same plaintiffs commenced a second purported class action against the Company in the Supreme Court, New York County, seeking unpaid wages and alleging that TSI LLC violated various wage payment and overtime provisions of the New York State Labor Law with respect to the payment of wages to all New York purported hourly employees. While we are unable at this time to estimate the likelihood of an unfavorable outcome or the potential loss to the Company in the event of such an outcome, we intend to contest these cases vigorously. Depending upon the ultimate outcome, these matters may have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows.

In addition to the litigation discussed above, we are involved in various other lawsuits, claims and proceedings incident to the ordinary course of business. The results of litigation are inherently unpredictable. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, require significant amounts of management time and result in diversion of significant resources. The results of these other lawsuits, claims and proceedings cannot be predicted with certainty. We believe, however, that the ultimate resolution of these current matters will not have a material adverse effect on our financial statements taken as a whole.

Item 1A. *Risk Factors*

There have not been any material changes to the information related to the ITEM 1A. "RISK FACTORS" disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2007.

ITEM 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

Not applicable.

ITEM 3. *Defaults Upon Senior Securities.*

Not applicable.

ITEM 4. Submission of Matters to a Vote of Security Holders.

- (a) The Company held its 2008 Annual Meeting of Shareholders on May 15, 2008.
- (b) The following matters were voted upon at the annual meeting:
 - (i) The first item considered was the election of nine directors of the Company to serve until the 2009 annual meeting of stockholders, and the results of such voting were as follows:

Nominee	For	Withheld
Alexander A. Alimanestianu	23,138,523	363,487
Keith E. Alessi	22,866,059	635,952
Paul N. Arnold	23,140,205	361,805
Bruce C. Bruckmann	23,102,856	399,154
J. Rice Edmonds	23,120,162	381,848
Jason M. Fish	23,075,824	426,186
Thomas J. Galligan III	23,142,601	359,409
Robert J. Giardina	23,138,473	363,537
Kevin McCall	23,142,551	359,459

- (ii) The second item was a proposal to ratify PricewaterhouseCoopers LLP as the Company’s independent auditor for the year ending December 31, 2008, which was approved with 23,489,295 shares voted in favor of such proposal and 12,715 shares voted against such proposal.
- (iii) The third item was a proposal to approve the amendment and restatement of the Company’s 2006 Stock Incentive Plan and Section 162(m) performance goals thereunder, which was approved with 21,142,600 shares voted in favor of such proposal, 308,723 shares voted against such proposal and holders of 4,650 shares abstaining.

ITEM 5. Other Information.

As described in the Company’s Current Report on Form 8-K filed with the SEC on May 19, 2008, effective May 15, 2008, the Board of Directors of the Company amended and restated the Company’s by-laws (the “By-Laws”) in the form of Exhibit 3.1 to this Form 10-Q (the “Second Amended and Restated By-Laws”) to modify the advance notice provisions in Article II thereof.

These modifications to the advance notice provisions clarify that the exclusive means for a stockholder to make nominations for a director or submit other business (other than matters properly brought under Rule 14a-8 under the Exchange Act) is the notice procedure set forth in Section 12 of Article II of the Second Amended and Restated By-Laws. This procedure includes timely notice to the Company’s Secretary of such proposal, specific requirements as to the content of such proposal and disclosure of all ownership interests, hedges and economic incentives of such stockholder with respect to the Company’s securities. For a stockholder’s notice to be timely in connection with an annual meeting of stockholders, it must be delivered to the Secretary of the Company not earlier than the close of business on the 150th day and not later than the close of business on the 120th day prior to the first anniversary of the preceding year’s annual meeting. If the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary, then to be timely the notice must be delivered (a) not earlier than the close of business on the 120th day prior to the date of such annual meeting, and (b) not later than the close of business on the later of (i) the 90th day prior to the date of such annual meeting and (ii) if the first public announcement of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company. The Second Amended and Restated By-Laws include a similar provision regarding special meetings at which directors are to be elected pursuant to the Company’s notice of meeting of stockholders.

In addition, the Second Amended and Restated By-Laws contain a provision requiring a nominee for election or reelection as a director of the Company to deliver to the Secretary of the Company a written questionnaire with respect to such person’s background

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and qualification and a written representation and agreement regarding such person's independence and compliance with publicly disclosed policies and guidelines of the Company.

Prior to the amendment and restatement of the By-Laws, to be timely, a stockholder's notice was required to be delivered to the Company's Secretary not less than 60 days nor more than 90 days prior to the date of the annual meeting. If less than 70 days' notice of the annual meeting was given to the Company's stockholders, such notice to be timely was required not later than the close of business on the 10th day following the day on which such notice of the date of the annual meeting was made.

The foregoing descriptions of the Second Amended and Restated By-Laws and the By-Laws are qualified in their entirety by reference to the actual Second Amended and Restated By-Laws and the By-Laws, which are filed as Exhibits 3.1 and 99.1, respectively, to this Form 10-Q and hereby are incorporated by reference.

Item 6. Exhibits

Required exhibits are listed in the Index to Exhibits and are incorporated by reference.

SIGNATURES

Pursuant to requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DATE: July 31, 2008

TOWN SPORTS INTERNATIONAL
HOLDINGS, INC.

By: /s/ Daniel Gallagher
Daniel Gallagher
Chief Financial Officer
(principal financial, accounting officer)

INDEX TO EXHIBITS

The following is a list of all exhibits filed or furnished as part of this report:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
3.1	Second Amended and Restated By-Laws of Town Sports International Holdings, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on May 19, 2008).
10.1	Amended and Restated 2006 Stock Incentive Plan (as amended and restated effective as of March 26, 2008) (the "2006 Stock Incentive Plan") (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on May 19, 2008).
10.2	Form of Restricted Stock Agreement pursuant to the 2006 Stock Incentive Plan (filed herewith).
31.1	Certification of Chief Executive Officer pursuant to Rule 13a — 14(a) and Rule 15d — 14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a — 14(a) and Rule 15d — 14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1	Amended and Restated By-Laws of Town Sports International Holdings, Inc. (incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K filed on May 19, 2008.)

RESTRICTED STOCK AGREEMENT
PURSUANT TO THE
TOWN SPORTS INTERNATIONAL HOLDINGS, INC.
2006 STOCK INCENTIVE PLAN
(as amended and restated effective as of March 26, 2008)

THIS AGREEMENT (this “**Agreement**”) made as of the ___ day of _____, 2008, by and between Town Sports International Holdings, Inc. (the “**Company**”) and _____ (the “**Participant**”).

WITNESSETH:

WHEREAS, the Company has adopted the Town Sports International Holdings, Inc. 2006 Stock Incentive Plan, as amended and restated effective as of March 26, 2008 (the “**Plan**”), which is administered by a Committee appointed by the Company’s Board of Directors (the “**Committee**”); and

WHEREAS, pursuant to Section 8.1 of the Plan, the Committee may grant to Eligible Employees shares of its common stock, par value \$0.001 per share (“**Common Stock**”), in the amount set forth below; and

WHEREAS, the Shares (as defined below) are to be subject to certain restrictions;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Shares. Subject to the restrictions, terms and conditions of this Agreement, the Company awarded the Participant [•] shares of validly issued Common Stock (the “**Shares**”) on _____, 2008 (the “**Grant Date**”). Pursuant to Section 2 hereof, the Shares are subject to certain restrictions, which restrictions relate to the passage of time as an employee of the Company or its Affiliates. While such restrictions are in effect, the Shares subject to such restrictions shall be referred to herein as “**Restricted Stock**.”

2. Restrictions on Transfer. The Participant shall not sell, transfer, pledge, hypothecate, assign or otherwise dispose of the Shares, except as set forth in the Plan or this Agreement. Any attempted sale, transfer, pledge, hypothecation, assignment or other disposition of the Shares in violation of the Plan or this Agreement shall be void and of no effect and the Company shall have the right to disregard the same on its books and records and to issue “stop transfer” instructions to its transfer agent.

3. Restricted Stock.

(a) Retention of Certificates. Promptly after the date of this Agreement, the Company shall issue stock certificates representing the Restricted Stock unless, to the extent permitted under applicable law, it elects to issue the Shares in the form of uncertificated shares and recognize such ownership through an uncertificated book entry account maintained by the Company (or its designee) on behalf of the Participant or through another similar method. The stock certificates shall be registered in the Participant’s name and shall bear any legend required under the Plan or Section 4(a) hereof Unless held in uncertificated book entry form, such stock certificates shall be held in custody by the Company (or its designated agent) until the restrictions thereon shall have lapsed. Upon the Company’s request, the Participant shall deliver to the Company a duly signed stock power, endorsed in blank, relating to the Restricted Stock. If the Participant receives a stock dividend on the Restricted Stock or the shares of

Restricted Stock are split or the Participant receives any other shares, securities, moneys or property representing a dividend on the Restricted Stock (other than cash dividends on or after the date of this Agreement) or representing a distribution or return of capital upon or in respect of the Restricted Stock or any part thereof, or resulting from a split-up, reclassification or other like changes of the Restricted Stock, or otherwise received in exchange therefor, or any warrants, rights or options issued to the Participant in respect of the Restricted Stock (collectively “ **RS Property** ”), the Participant will also immediately deposit with and deliver to the Company any of such RS Property, including, without limitation, any certificates representing shares duly endorsed in blank or accompanied by stock powers duly executed in blank, and such RS Property shall be subject to the same restrictions, including, without limitation, the restrictions in this Section 3(a) hereof, as the Restricted Stock with regard to which they are issued and shall herein be encompassed within the term “ **Restricted Stock** .”

(b) Rights with Regard to Restricted Stock . Subject to Section 8 , the Participant will have the right to vote the Restricted Stock, to receive and retain any dividends payable to holders of record of Restricted Stock on and after the transfer of the Restricted Stock (although such dividends shall be treated, to the extent required by applicable law, as additional compensation for tax purposes if paid on Restricted Stock and stock dividends will be subject to the restrictions provided in Section 3(a)), and to exercise all other rights, powers and privileges of a holder of Common Stock with respect to the Restricted Stock set forth in the Plan, except that: (i) the Participant shall not be entitled to delivery of the stock certificate or certificates representing the Restricted Stock until the Restriction Period shall have expired; (ii) the Company (or its designated agent) shall retain custody of the stock certificate or certificates representing the Restricted Stock and the other RS Property during the Restriction Period; (iii) no RS Property shall bear interest or be segregated in separate accounts during the Restriction Period; and (iv) the Participant shall not sell, assign, transfer, pledge, exchange, encumber or dispose of the Restricted Stock during the Restriction Period.

(c) Vesting . The Restricted Stock shall become vested and cease to be Restricted Stock (but shall remain subject to Section 5) pursuant to the following schedule, which shall be cumulative; provided that the Participant has not had a Termination any time prior to the applicable vesting date:

Vesting Date	Number of Shares
First Anniversary of Grant Date	[25%]
Second Anniversary of Grant Date	[25%]
Third Anniversary of Grant Date	[25%]
Fourth Anniversary of Grant Date	[25%]

There shall be no proportionate or partial vesting in the periods prior to each vesting date and all vesting shall occur only on the appropriate vesting date; provided, however , that no Termination has occurred prior to such date.

The Restricted Stock will become fully vested on a Change in Control.

The provisions of the second paragraph of Section 8.1 of the Plan regarding Detrimental Activity shall apply to the Restricted Stock.

When any shares of Restricted Stock become vested, the Company shall promptly issue and deliver, unless the Company is using book entry, to the Participant a new stock certificate registered in the

name of the Participant for such shares of Restricted Stock without the legend set forth in Section 4(a) and deliver to the Participant any related other RS Property, subject to applicable withholding.

(d) Forfeiture. The Participant shall forfeit to the Company, without compensation, other than repayment of any par value paid by the Participant for the Shares (if any), any and all Restricted Stock (but no vested Shares) and RS Property upon the Participant's Termination of Employment for any reason.

(e) Withholding. Participant shall pay, or make arrangements to pay, in a manner satisfactory to the Company, an amount equal to the amount of all applicable federal, state and local or foreign taxes that the Company is required to withhold at any time. In the absence of such arrangements, the Company or one of its Affiliates shall have the right to withhold such taxes from the Participant's normal pay or other amounts payable to the Participant, including, but not limited to, the right to withhold any of the Shares otherwise deliverable to the Participant hereunder. In addition, any statutorily required withholding obligation may be satisfied, in whole or in part, at the Participant's election, in the form and manner prescribed by the Committee, by delivery of shares of Common Stock (including, without limitation, the Shares issued under this Agreement).

(f) Section 83(b). If the Participant properly elects (as required by Section 83(b) of the Code) within 30 days after the issuance of the Restricted Stock to include in gross income for federal income tax purposes in the year of issuance the fair market value of such shares of Restricted Stock, the Participant shall pay to the Company or make arrangements satisfactory to the Company to pay to the Company upon such election, any federal, state or local taxes required to be withheld with respect to the Restricted Stock. If the Participant shall fail to make such payment, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock, as well as the rights set forth in Section 3(e). The Participant acknowledges that it is the Participant's sole responsibility, and not the Company's, to file timely and properly the election under Section 83(b) of the Code and any corresponding provisions of state tax laws if the Participant elects to utilize such election.

(g) Delivery Delay. The delivery of any certificate representing the Restricted Stock or other RS Property may be postponed by the Company for such period as may be required for it to comply with any applicable federal or state securities law, or any national securities exchange listing requirements and the Company is not obligated to issue or deliver any securities if, in the opinion of counsel for the Company, the issuance of the Shares shall constitute a violation by the Participant or the Company of any provisions of any applicable federal or state law or of any regulations of any governmental authority or any national securities exchange.

(h) Legend. All certificates representing the Restricted Stock shall have endorsed thereon the following legends:

"The anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance or charge of the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the Town Sports International Holdings, Inc. (the "**Company**") 2006 Stock Incentive Plan (as the same may be amended or amended and restated from time to time, the "**Plan**"), and an agreement entered into between the registered owner and the Company evidencing the award under the Plan. Copies of such Plan and agreement are on file at the principal office of the Company."

(i) Any legend required to be placed thereon by applicable blue sky laws of any state.

Notwithstanding the foregoing, in no event shall the Company be obligated to deliver to the Participant a certificate representing the Restricted Stock prior to the vesting dates set forth above.

4. Securities Representations. The Shares are being issued to the Participant and this Agreement is being made by the Company in reliance upon the following express representations and warranties of the Participant.

The Participant acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an “affiliate” within the meaning of Rule 144 under the Securities Act of 1933, as amended (the “**Act**”) and in this connection the Company is relying in part on the Participant’s representations set forth in this Section 5.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Act, the Shares must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a “re-offer prospectus”) with regard to the Shares and the Company is under no obligation to register the Shares (or to file a “re-offer prospectus”).

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Act, the Participant understands that the exemption from registration under Rule 144 will not be available unless (i) a public trading market then exists for the Common Stock of the Company, (ii) adequate information concerning the Company is then available to the public, and (iii) other terms and conditions of Rule 144 or any exemption therefrom are complied with; and that any sale of the Shares may be made only in limited amounts in accordance with such terms and conditions.

5. No Obligation to Continue Employment. This Agreement is not an agreement of employment. This Agreement does not guarantee that the Company or its Affiliates will employ or retain, or continue to employ or retain, the Participant during the entire, or any portion of the, term of this Agreement, including, but not limited to, any period during which the Restricted Stock is outstanding, nor does it modify in any respect the Company’s or its Affiliate’s right to terminate or modify the Participant’s employment or compensation.

6. Power of Attorney. The Company, its successors and assigns are hereby appointed the attorneys-in-fact, with full power of substitution, of the Participant for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which such attorneys-in-fact may deem necessary or advisable to accomplish the purposes of this Agreement, which appointment as attorneys-in-fact is irrevocable and coupled with an interest. The Company, as attorney-in-fact for the Participant, may in the name and stead of the Participant, make and execute all conveyances, assignments and transfers of the Shares and property provided for in this Agreement, and the Participant hereby ratifies and confirms all that the Company, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, the Participant shall, if so requested by the Company, execute and deliver to the Company all such instruments as may, in the judgment of the Company, be advisable for such purpose.

7. Rights as a Stockholder. The Participant shall have no rights as a stockholder with respect to any Restricted Stock unless and until the Participant has become the holder of record of the Shares, whether the Shares are represented by a certificate or through book entry or another similar

method, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any Shares, except as otherwise specifically provided for in the Plan or this Agreement.

8. Provisions of Plan Control. This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. Capitalized terms in this Agreement that are not otherwise defined shall have the respective meanings set forth in the Plan. If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.

9. Amendment. To the extent applicable, the Board or the Committee may at any time and from time to time amend, in whole or in part, any or all of the provisions of this Agreement to comply with Section 409A of the Code and the regulations thereunder or any other applicable law and may also amend, suspend or terminate this Agreement subject to the terms of the Plan. The award of Restricted Stock pursuant to this Agreement is not intended to be considered “deferred compensation” for the purposes of Section 409A of the Code.

10. Notices. Any notice or communication given hereunder (each, a “**Notice**”) shall be in writing and shall be sent by personal delivery, by courier or by regular United States mail, first class and prepaid, to the appropriate party at the address set forth below:

If to the Company, to:

Town Sports International Holdings, Inc.
5 Penn Plaza — 4th Floor
New York, NY 10001
Attention.: General Counsel

If to the Participant, to the address of the Participant on file with the Company

; or such other address or to the attention of such other person as a party shall have specified by prior Notice to the other party. Each Notice shall only be given and effective upon actual receipt (or refusal of receipt).

11. Acceptance. As required by Section 8.2(b) of the Plan, the Participant shall forfeit the Restricted Stock if the Participant does not execute this Agreement within a period of 60 days from the date the Participant receives this Agreement (or such other period as the Committee shall provide).

12. Non-Compete; Nonsolicitation.

(a) (i) As an inducement to the Company to enter into this Agreement and to grant the Shares, the Participant agrees that (A) during the Participant’s period of employment with the Company or any of its Affiliates, and (B) if the Participant resigns or the Participant’s employment is terminated by the Company or any of its Affiliates for any reason, during the period which the Company or any of its Affiliates is paying the Participant severance compensation (which shall be at a rate and an amount equal to the Participant’s base salary received by the Participant immediately prior to the

Participant's Termination of Employment), such period not to exceed one year (the "**Noncompete Period**"), the Participant shall not, directly or indirectly, own, manage, control, participate in, consult with, render services for, or in any manner engage in, any business competing directly or indirectly with the business as conducted by the Company or any of its Affiliates during the Participant's period of employment with the Company or any of its Affiliates or at the time of the Participant's Termination of Employment or with any other business that is the logical extension of the Company's and its Affiliates' business during the Participant's period of employment with the Company or any of its Affiliates or at the time of the Participant's Termination of Employment, within any metropolitan area in which the Company or any of its Affiliates engages or has definitive plans to engage in such business; provided, however, that (1) the Participant shall not be precluded from purchasing or holding publicly traded securities of any entity so long as the Participant shall hold less than 2% of the outstanding units of any such class of securities and has no active participation in the business of such entity, and (2) the Company shall have notified the Participant of its agreement to provide (or cause to be provided) such severance compensation (x) in the event of resignation, within five days following the date of the Participant's Termination of Employment, or (y) in the event of termination, on or before the date of the Participant's Termination of Employment. Notwithstanding anything contained herein to the contrary, the Participant's agreement set forth in clause (B) above shall not apply if the date of the Participant's Termination of Employment occurs after the fifth anniversary of the Grant Date.

(ii) During the Noncompete Period, the Participant shall not directly or indirectly (A) induce or attempt to induce any employee of the Company or any of its Affiliates to leave the employ of the Company or any of its Affiliates, or in any way interfere with the relationship between the Company or any of its Affiliates and any employee thereof, (B) hire any person who was an employee of the Company or any of its Affiliates at any time during the Participant's employment period except for such employees who have been terminated for at least six months, or (C) induce or attempt to induce any customer, supplier, licensee, franchisor or other business relation of the Company or any of its Affiliates to cease doing business with such member, or in any way interfere with the relationship between any such customer, supplier, licensee, franchisor or business relation, on the one hand, and the Company or any of its Affiliates, on the other hand.

(iii) The provisions of this Section 13(a) shall survive any expiration or termination of this Agreement, any Termination of Employment of the Participant, or any forfeiture of the shares of Restricted Stock.

(iv) If it is determined by a court of competent jurisdiction that any of the provisions of this Section 13(a) is excessive in duration or scope or otherwise is unenforceable, then such provision may be modified or supplemented by the court to render it enforceable to the maximum extent permitted by law.

(b) The Participant acknowledges that the Participant may have access to certain confidential, non-public and proprietary information (the "**Confidential Information**"), concerning the Company and its Affiliates and their respective officers, directors, stockholders, employees, agents and representatives and agrees that: (i) unless pursuant to prior written consent by the Company, the Participant shall not disclose any Confidential Information to any Person for any purpose whatsoever unless compelled by court order or subpoena; (ii) the Participant shall treat as confidential all Confidential Information and shall take reasonable precautions to prevent unauthorized access to the Confidential Information; (iii) the Participant shall not use the Confidential Information in any way detrimental to the Company or any of its Affiliates and shall use the Confidential Information for the exclusive purpose of effecting the Participant's duties of employment with the Company or any of its Affiliates; and (iv) the Participant agrees that the Confidential Information obtained during the Participant's employment with the Company shall remain the exclusive property of the Company and its Affiliates, and the Participant

shall promptly return to the Company all material which incorporates, or is derived from, all such Confidential Information upon termination of the Participant's employment with the Company or any of its Affiliates. It is hereby agreed that Confidential Information does not include information generally available and known to the public other than through the disclosure thereof by or through the Participant or obtained from a source not bound by a confidentiality agreement with the Company or any of its Affiliates.

(c) The Participant hereby agrees that all inventions, innovations or improvements in the method of conducting the business (including, without limitation, improvements, ideas and discoveries, whether patentable or not) of the Company or any of its Affiliates, whether prior to the date hereof or thereafter, in each case conceived or made by the Participant in the course of the Participant's employment with the Company or any of its Affiliates, belong to the Company and its Affiliates, except for such inventions, innovations and improvements that have become part of the public domain other than through the disclosure thereof by or through the Participant and are not entitled to statutory or common law protection. The Participant will promptly disclose such inventions, innovation or improvements to the Company and perform all actions reasonably requested by the Company to establish and confirm such ownership by the Company or any of its Affiliates.

13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO.

14. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(b) All questions concerning the construction, validity and interpretation of this Agreement will be governed by, and construed in accordance with, the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(c) In the event of any dispute, controversy or claim between the Company or any Affiliate and the Participant in any way concerning, arising out of or relating to the Plan or this Agreement (a "**Dispute**"), including without limitation any Dispute concerning, arising out of or relating to the interpretation, application or enforcement of the Plan or this Agreement, the parties hereby (i) agree and consent to the personal jurisdiction of the courts of the State of New York located in New York County and/or the Federal courts of the United States of America located in the Southern District of New York (collectively, the "**Agreed Venue**") for resolution of any such Dispute, (ii) agree that those courts in the Agreed Venue, and only those courts, shall have exclusive jurisdiction to determine any Dispute, including, without limitation, any appeal, and (iii) agree that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York. The parties also hereby irrevocably (A) submit to the jurisdiction of any competent court in the Agreed Venue (and of the appropriate appellate courts therefrom), (B) to the fullest extent permitted by law, waive any and all defenses the parties may have on the grounds of lack of jurisdiction of any such court and any other objection that such parties may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court (including without limitation any defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum), and (C) consent to

service of process in any such suit, action or proceeding, anywhere in the world, whether within or without the jurisdiction of any such court, in any manner provided by applicable law. Without limiting the foregoing, each party agrees that service of process on such party pursuant to a notice as provided in Section 11 shall be deemed effective service of process on such party. Any action for enforcement or recognition of any judgment obtained in connection with a Dispute may enforced in any competent court in the Agreed Venue or in any other court of competent jurisdiction.

(d) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one contract.

(e) The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

TOWN SPORTS INTERNATIONAL HOLDINGS, INC.

By: _____
Name:
Title:

PARTICIPANT

Signature

I, Alex Alimanestianu, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Town Sports International Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's second fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Alex Alimanestianu
Alex Alimanestianu
Chief Executive Officer

Date: July 31, 2008

I, Daniel Gallagher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Town Sports International Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's second fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Daniel Gallagher
 Daniel Gallagher
 Chief Financial Officer

Date: July 31, 2008

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Alex Alimanestianu, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2008 (the "Report") fully complies with the requirements of Section 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Alex Alimanestianu

Alex Alimanestianu
Town Sports International Holdings, Inc.
Chief Executive Officer

July 31, 2008

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Daniel Gallagher, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2008 (the "Report") fully complies with the requirements of Section 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Daniel Gallagher
Town Sports International Holdings, Inc.
Chief Financial Officer

July 31, 2008

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.