

SUBLEASE AGREEMENT

AGREEMENT made this ____ day of _____, _____ among _____, a Corporation having an office at _____ (hereinafter the "Sublessor"), _____, a Corporation having an office at _____ (hereinafter the "Sublessee") and ("Guarantor"). (All parties to this Agreement shall be collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, by a lease dated as of _____ (the "Overlease"), _____ (the "Overlandlord"), leased to _____ approximately _____ rentable square feet on _____ in the building known as _____ (the "Building") (such space being hereinafter referred to as the "Overleased Premise"); and

WHEREAS, copy of the Overlease has been delivered to Sublessee and Sublessee, by its execution hereof, acknowledged receipt of the same; and

WHEREAS, the Sublessor and Sublessee desire to enter into an agreement for the sublease of approximately _____ rentable square feet of the Overleased Premises, (hereinafter the "Subleased Premises"),

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Parties agree as follows:

1. Sublease.

- (a) The Sublessor hereby subleases to the Sublessee and the Sublessee hereby hires from the Sublessor _____ rentable square feet of the Overleased Premises as shown on Exhibit A (annexed hereto) (the "Subleased Premises") for use as a fitness center/health club and ancillary sales of fitness apparel.
- (b) The Sublease is subject and subordinate to the Overlease and to all of the terms, covenants and conditions thereof, except as hereinafter provided.
- (c) Capitalized terms used herein which are defined in the Overlease shall have the respective meanings assigned to them therein, unless the context otherwise requires or unless otherwise defined herein.
- (d) Notwithstanding anything to the contrary stated herein, the obligations of the Parties pursuant to this Sublease are subject to and contingent upon the consent of the Overlandlord to this Sublease in accordance with the terms of the Overlease.