

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

-----  
(Name of Issuer)

COMMON STOCK, PAR VALUE \$.001

-----  
(Title of Class of Securities)

42216P 20 5

-----  
(CUSIP Number)

DANIEL LAMPERT, ESQ.  
BERGER SINGERMAN, P.A..  
200 SO. BISCAYNE BOULEVARD, SUITE 1000  
MIAMI, FLORIDA 33131  
(305) 755-9500

-----  
(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

APRIL 24, 2002

-----  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box: [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

PERSONS WHO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER.

-----  
1 | NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS  
| (ENTITIES ONLY)  
| Christopher Tisi  
|  
-----  
2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

|(a) [X]  
|(b) [ ]

3 |SEC USE ONLY

4 |SOURCE OF FUNDS (See Instructions)  
|PF

5 |CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS  
|2(D) OR 2(E) [ ]

6 |CITIZENSHIP OR PLACE OF ORGANIZATION  
|United States citizen

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 819,088*
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 568,788
	10	SHARED DISPOSITIVE POWER 0

11 |AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
|819,088

12 |CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
|SHARES (See Instructions): [ ]

13 |PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
|21.7%

14 |TYPE OF REPORTING PERSON (See Instructions)  
|IN

\*See disclosure in Item 4

PERSONS WHO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER.

CUSIP NO.: 42216P 20 5

-----

1 | NAMES OF REPORTING PERSONS  
 | I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  
 |  
 | Steven Pomerantz  
 |

-----

2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  
 | (a)   
 |  
 | (b)

-----

3 | SEC USE ONLY  
 |

-----

4 | SOURCE OF FUNDS (See Instructions)  
 | PF

-----

5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO  
 | ITEMS 2(D) OR 2(E)

-----

6 | CITIZENSHIP OR PLACE OF ORGANIZATION  
 | United States citizen

-----

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 401,829*
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 401,829
	10	SHARED DISPOSITIVE POWER 0

-----

11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
 | 401,829

-----

12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
 | SHARES (See Instructions)

-----

13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
 | 10.9%

-----

14 | TYPE OF REPORTING PERSON (See Instructions)  
 | IN

-----

\*See disclosure in Item 4

PERSONS WHO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER.

CUSIP NO.: 42216P 20 5

1 |-----|  
 | NAMES OF REPORTING PERSONS  
 | I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  
 |  
 | Tony D'Amato  
 |

2 |-----|  
 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  
 | (a)   
 |  
 | (b)   
 |

3 |-----|  
 | SEC USE ONLY  
 |

4 |-----|  
 | SOURCE OF FUNDS (See Instructions)  
 | PF  
 |

5 |-----|  
 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO  
 | ITEMS 2(D) OR 2(E)   
 |

6 |-----|  
 | CITIZENSHIP OR PLACE OF ORGANIZATION  
 | United States citizen  
 |

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 58,202*
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 308,502
	10	SHARED DISPOSITIVE POWER 0

11 |-----|  
 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
 | 308,502  
 |

12 |-----|  
 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
 | SHARES (See Instructions)   
 |

13 |-----|  
 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
 | 8.5%  
 |

14 |-----|  
 | TYPE OF REPORTING PERSON (See Instructions)  
 | IN  
 |

\*See disclosure in Item 4

PERSONS WHO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER.

ITEM 1. SECURITY AND ISSUER

- 1(a) Common Stock, \$.001 par value per share (the "Common Stock").
- 1(b) Health & Nutrition Systems International, Inc. (the "Issuer"), 3750 Investment Lane, Suite 5, West Palm Beach, Florida 33404

ITEM 2. IDENTITY AND BACKGROUND

- 2(a)-(c) The identity and background of the reporting persons (collectively, hereinafter referred to as the "Reporting Persons" and each as a "Reporting Person") is as follows:
  - (i) Christopher Tisi ("Tisi") is Chief Executive Officer, Interim Chairman of the Board, President, and Secretary of the Issuer, 3750 Investment Lane, Suite 5, West Palm Beach, Florida 33404.
  - (ii) Steven Pomerantz ("Pomerantz") is a shareholder of the Issuer, 3750 Investment Lane, Suite 5, West Palm Beach, Florida 33404.
  - (iii) Tony D'Amato ("D'Amato") is a consultant and shareholder of the Issuer, 1401 Bay Road, Suite 305, Miami Beach, FL 33139.
- 2(d)-(e) During the last five years, none of the Reporting Persons was a party to a criminal proceeding (excluding traffic violations or similar misdemeanors), and none of the Reporting Persons was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- 2(f) All of the Reporting Persons are United States citizens.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Not Applicable.

ITEM 4. PURPOSE OF TRANSACTION

Effective June 29, 2000, the Issuer's Registration Statement on Form 10-SB was declared effective by the Securities and Exchange Commission. As a result, the Reporting Persons became subject to the reporting requirements of the Securities Exchange Act of 1934.

On July 13, 2000, D'Amato executed and delivered to Tisi and the Issuer a Shareholders' Agreement pursuant to which D'Amato granted to Tisi an irrevocable proxy (the "Initial Irrevocable Proxy") authorizing Tisi to vote shares of the Issuer beneficially owned by D'Amato as of that date and any shares of the Issuer acquired by D'Amato thereafter. The Initial Irrevocable Proxy has a two-year term. The Shareholders' Agreement and Initial Irrevocable Proxy are filed as Exhibits 1 and 2 to this Schedule 13D, respectively, and are incorporated by reference herein. On January 31, 2001, Tisi relinquished his right to vote pursuant to the Initial Irrevocable Proxy with respect to 125,000 shares beneficially owned by D'Amato as of that date (the "Waiver"). The Waiver is filed as Exhibit 3 to this Schedule 13D and is incorporated by reference herein. On April 24, 2002, D'Amato executed and delivered to Tisi and the Issuer a First Amendment to the Shareholders' Agreement pursuant to which D'Amato extended the term of the Shareholders' Agreement and the Initial Irrevocable Proxy for an additional two-year period. The First Amendment to Shareholders' Agreement and the irrevocable proxy granted pursuant to it are filed as Exhibits 4 and 5 to this Schedule 13D, and are incorporated by reference herein.

In addition, Tisi and Pomerantz have entered into an oral understanding with each other that each will vote, in person or by proxy, shares of Common Stock of the Issuer beneficially owned by him (or, in the case of Tisi, as to which he has voting power) together as a group, but only for the following purposes: (i) in favor of the same person or persons to be nominated and elected to serve on the board of directors of the Issuer to fill any vacancies on the board, if and as such vacancies may arise from time to time (whether such vacancy occurs by removal, resignation or an increase in the size of the board of directors) at any time prior to the Issuer's 2002 annual meeting of stockholders, or any adjournment thereof, and (ii) in favor of the same person or persons to be nominated and elected as the slate of nominees, and elected, to the board of directors to be voted upon by the shareholders of the Issuer at its 2002 annual meeting of shareholders, or any adjournment thereof.

Neither Tisi or Pomerantz have any other plans or proposals with respect to the Issuer, other than, as directors of the Issuer, to continue the operations of the Issuer in accordance with its current business plan. In addition, D'Amato has no other plans or proposals with respect to the Issuer.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

5(a) and 5(b)

According to Issuer's most recent Form 10-KSB, the Issuer had 3,629,813 shares of Common Stock outstanding as of March 29, 2002.

Tisi has sole voting power of 819,088 shares, representing 21.7% of the Common Stock, and sole dispositive power of 568,788 shares beneficially owned by him, which includes 152,000 shares that he may acquire within 60 days pursuant to the exercise of vested stock options.

Pomerantz has sole voting power of 401,829 shares, representing 10.9% of the Common Stock, and sole dispositive power of 401,829 shares beneficially owned by him, which includes 50,000 shares that he may acquire within 60 days pursuant to the exercise of vested stock options.

D'Amato has sole voting power of 58,202 shares and sole dispositive power of 308,502 shares beneficially owned by him, representing 8.5% of the Common Stock.

5(c) No transactions concerning Issuer's securities have been effected by the Reporting Persons within the last 60 days.

5(d) Not applicable.

5(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Other than as disclosed under Item 4, there are no contracts, arrangements, understandings or relationships among the Reporting Persons with respect to the securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

No.	Description
1	Shareholders' Agreement among D'Amato, Tisi, and the Issuer dated July 13, 2000
2	Irrevocable Proxy dated July 13, 2000
3	Waiver dated January 31, 2001
4	First Amendment to Shareholders' Agreement dated April 24, 2002
5	Irrevocable Proxy dated April 24, 2002
6	Joint Filing Agreement dated April 24, 2002

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 24, 2002

Signature: /s/ Christopher Tisi  
-----  
Christopher Tisi

Signature: /s/ Steven Pomerantz  
-----  
Steven Pomerantz

Signature: /s/ Tony D'Amato  
-----  
Tony D'Amato

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with this statement, PROVIDED, HOWEVER, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001)



EXHIBIT INDEX

No.	Description
1	Shareholders' Agreement among D'Amato, Tisi, and the Issuer dated July 13, 2000
2	Irrevocable Proxy dated July 13, 2000
3	Waiver dated January 31, 2001
4	First Amendment to Shareholders' Agreement dated April 24, 2002
5	Irrevocable Proxy dated April 24, 2002
6	Joint Filing Agreement dated April 24, 2002

## SHAREHOLDERS' AGREEMENT

-----

This SHAREHOLDERS' AGREEMENT (the "Agreement") is made and entered into as of this 13th day of July, 2000, by and among TONY D'AMATO ("D'Amato"), CHRISTOPHER TISI ("Tisi") and HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC. (the "Company").

1. D'Amato and Tisi are shareholders of the Company, while Tisi is the Chief Operating Officer of the Company. D'Amato owns 799,104 shares of Common Stock (the "D'Amato Shares") of the Company and owns no other shares or securities of the Company.

2. D'Amato and Tisi desire to promote their mutual interest, the interest of the Company and the orderly management of the affairs of the Company by providing administrative support for Tisi to continue to undertake his management functions and by creating certain independent rights and obligations with respect to the D'Amato shares and the management of the Company's affairs.

SECTION I  
Recitals

The recitals set forth above are true and correct.

SECTION II  
Revocation

Upon execution of this Agreement, the parties hereto wholly revoke all, if any, previous shareholder voting agreements affecting Common Stock in the Company entered into by any of the parties.

SECTION III  
Voting

3.1 Irrevocable Proxy by D'Amato. In consideration of the foregoing conditions and in order to promote the well being of the Company, D'Amato shall provide to Tisi an irrevocable proxy in the form of Exhibit A hereto (the "Irrevocable Proxy") granting unto Tisi the right to vote D'Amato's shares of Common Stock or voting capital stock of the Company for the term provided hereafter on any matter submitted to a vote or consent by the shareholders of the Company.

3.2 Specific Performance. Without limiting other applicability of subsection 5.10 of this Agreement, the specific performance provisions of such subsection apply to direct and permit a court of competent jurisdiction to require D'Amato to vote his shares in such a manner as is necessary to carry out the agreements, restrictions and provisions of this Agreement.

3.3 Legend on Stock. During the term of this Agreement, each certificate representing shares or Common Stock or capital stock of the Company now or hereafter owned by D'Amato shall bear the following legend:

"THIS CERTIFICATE IS HELD SUBJECT TO A SHAREHOLDERS' AGREEMENT DATED JULY 13, 2000 (THE "AGREEMENT"), A COPY OF WHICH IS IN THE POSSESSION OF THE COMPANY AT ITS PRINCIPAL OFFICE. ANY TRANSFER, HYPOTHECATION, VOTING OR ACQUISITION OF THE COMPANY'S CAPITAL STOCK IS RESTRICTED BY SUCH AGREEMENT AND ANY CORPORATE ACTION IN VIOLATION OF SUCH AGREEMENT IS NULL AND VOID. THE AGREEMENT IS AUTOMATICALLY BINDING UPON ANY AND ALL PERSONS WHO ACQUIRE CAPITAL FROM THE NAMED HOLDER.

3.4 Transfers. D'Amato acknowledges and agrees that any transferee receiving shares of Common Stock or capital stock of the Company from D'Amato shall be required to execute an agreement comparable to or incorporating the terms and restrictions of this Agreement.

3.5 Issuances of Additional Shares. Any additional shares of Common Stock or capital stock of the Company acquired or received by D'Amato during the term of this Agreement shall be subject to the same restrictions as provided herein and shall be entitled to the same benefits as provided hereby.

SECTION IV  
Term and Termination

4.1 Term. The term of this Agreement shall be two (2) years unless terminated prior thereto as

provided hereafter.

4.2 Termination. This Agreement shall terminate on occurrence on any of the following events:

- (a) the written agreement by D' Amato and Tisi effecting such termination,
- (b) upon sale of substantially all of the assets of the Company or any merger or consolidation of the Company in which the Company is not the surviving corporation or the shareholders of the Company do not constitute a majority in capital interest of the surviving corporation,
- (c) the consummation of an underwritten public offering of the Company's securities,
- (d) with respect to D' Amato only, upon the sale or disposition of all of his shares of Common Stock or capital stock in the Company pursuant to the terms of this Agreement; provided, however, that any subsequent acquisition of shares of the Common Stock or capital stock of D' Amato shall be subject to the terms and conditions hereof.

4.3 Effective Termination. The termination of this Agreement for any reason shall not affect any right or remedy existing hereunder prior to the effective date of termination.

SECTION V  
General Provisions

5.1 Binding Agreement. This Agreement shall be binding upon the respective heirs, legal representatives, personal representatives, assigns, transferees and successors of each of the parties.

5.2 Amendment. This Agreement can be amended only by a written instrument signed by all of the then surviving parties and by the personal representative of the estate of each deceased party still having an interest in this Agreement.

5.3 Attorneys' Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including attorney's fees.

5.4 Construction. Any construction or interpretation pertaining to the provisions of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions as a result of disputes with regard to this Agreement or enforcement of this Agreement shall be brought in Palm Beach County, Florida.

5.5 No Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter; nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

5.6 Captions. The headings contained herein are merely, for the convenience of the parties and the context of such paragraphs shall control the respective meanings.

5.7 Survival. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument, or other writing provided for in it, shall survive the execution hereof.

5.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9 Notices.

(a) Addresses. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing same in the United States mail, addressed to the Shareholder, postpaid, and registered or certified, with a return receipt requested at the following address:

D' Amato:	Tony D `Amato
	P.O. Box 191154
	Miami Beach, FL 33119

Tisi

Christopher Tisi  
3750 Investment Lane, Suite 5  
West Palm Beach, FL 33407

The Company

3750 Investment Lane, Suite 5  
West Palm Beach, FL 33407

(b) Change of Address. By giving to the other parties at least 15 days written notice thereof D'Amato, Tisi and the Company and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States.

5.10 Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the personal representatives of a decedent by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereof or the personal representatives of D' Amato or Tisi shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representatives has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of July, 2000.

/s/Tony D'Amato  
-----  
Tony D'Amato

/s/Christopher Tisi  
-----  
Christopher Tisi

(Continuation of Signature Page to Purchase Agreement)

HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC.

By: /Steven Pomerantz  
-----

Name: -----

Its: President  
-----

EXHIBIT A

HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC.

IRREVOCABLE PROXY

-----

KNOW ALL MEN BY THESE PRESENTS, that TONY D'AMATO, a shareholder of HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC. (the "Corporation"), holding the number of shares of stock of the Corporation listed below, does hereby appoint CHRISTOPHER TISI, or his successor in interest, as provided in that certain Shareholders' Agreement dated as of July 13, 2000 between Tony D' Amato, Christopher Tisi and the Corporation (the "Agreement"), with full power of substitution, the true and lawful attorney and proxy of the undersigned for an in his name, place and stead to attend all meetings of the shareholders of the Corporation, and to vote or to give his consent in respect to any and all shares of the capital stock of the Corporation at the time standing in his name, at any and all meetings of the shareholders or any adjournment, or to express the consent or dissent of the undersigned without a meeting in respect to any matters submitted for a vote or consent of the shareholders of the Corporation. The undersigned hereby affirms that this proxy is coupled with an interest and is irrevocable, and the undersigned hereby ratifies and confirms all that the proxy may lawfully do or cause to be done by virtue hereof. The proxy granted herein shall be subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand this 13th day of July, 2000.

/s/Tony D'Amato

-----  
Tony D'Amato

600,000

-----  
No. of Shares

STATE OF FLORIDA )

)ss.:

COUNTY OF )

-----

The foregoing instrument was acknowledged before me this 13th day of July, 2000 by TONY D'AMATO.

/s/Melanie Sue Murphy

-----  
NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: 05/07/2001

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EXHIBIT 2

HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC.

IRREVOCABLE PROXY

-----

KNOW ALL MEN BY THESE PRESENTS, that TONY D'AMATO, a shareholder of HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC. (the "Corporation"), holding the number of shares of stock of the Corporation listed below, does hereby appoint CHRISTOPHER TISI, or his successor in interest, as provided in that certain Shareholders' Agreement dated as of July 13, 2000 between Tony D' Amato, Christopher Tisi and the Corporation (the "Agreement"), with full power of substitution, the true and lawful attorney and proxy of the undersigned for an in his name, place and stead to attend all meetings of the shareholders of the Corporation, and to vote or to give his consent in respect to any and all shares of the capital stock of the Corporation at the time standing in his name, at any and all meetings of the shareholders or any adjournment, or to express the consent or dissent of the undersigned without a meeting in respect to any matters submitted for a vote or consent of the shareholders of the Corporation. The undersigned hereby affirms that this proxy is coupled with an interest and is irrevocable, and the undersigned hereby ratifies and confirms all that the proxy may lawfully do or cause to be done by virtue hereof. The proxy granted herein shall be subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand this 13th day of

July, 2000.

/s/Tony D'Amato

-----  
Tony D'Amato

600,000  
-----

No. of Shares

STATE OF FLORIDA

)

)ss.:

COUNTY OF

)

-----

The foregoing instrument was acknowledged before me this 13th day of July, 2000 by TONY D'AMATO.

/s/Melanie Sue Murphy

-----  
NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: 05/07/2001

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WAIVER

-----

Tony D'Amato, Christopher Tisi ("Mr. Tisi"), and Health and Nutrition Systems International, Inc. (the "Company") entered into a Shareholders' Agreement dated July 13, 2000 (the "Agreement"). An Irrevocable Proxy signed by Tony D'Amato was attached to the Agreement, also dated July 13, 2000 (the "Proxy").

Mr. D'Amato is the holder of Certificate Number 01237 representing 125,000 shares of the Company's common stock (the "Shares").

Mr. Tisi and the Company hereby waive any and all rights either of them may have pursuant to the Agreement and the Proxy related to the Shares.

Health & Nutrition Systems International, Inc.

By: /s/Steven Pomerantz Date: January 31, 2001  
-----  
Steven Pomerantz, CEO

STATE OF FLORIDA )  
 )ss.:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 31st day of January in the year 2001 by Steven Pomerantz, Chief Executive Officer, of Health & Nutrition International, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

/s/Tracy A. Rogers  
-----  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: January 31, 2001  
-----

NOTARY SEAL

/s/Christopher Tisi Date: January 31, 2001  
-----  
Christopher Tisi, Individually

STATE OF FLORIDA )  
 )ss.:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 31st day of January in the year 2001 by Christopher Tisi, who is personally known to me or who has produced \_\_\_\_\_ as identification.

/s/Tracy A. Rogers  
-----  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
-----

NOTARY SEAL

FIRST AMENDMENT TO SHAREHOLDERS' AGREEMENT

THIS FIRST AMENDMENT TO SHAREHOLDERS' AGREEMENT ("Amendment") is made and entered into as of the 24th day of April, 2002, by and among TONY D'AMATO ("D'Amato"), CHRISTOPHER TISI ("Tisi"), and HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC. (the "Company").

Preliminary Statement

The parties hereto entered into a Shareholders' Agreement dated as of July 13, 2000 (the "Shareholders' Agreement"), pursuant to which, among other things, D'Amato granted to Tisi an irrevocable proxy (the "Initial Proxy") to vote D'Amato's shares of capital stock of the Company for a term of two years.

The parties desire to extend the term of the Shareholders' Agreement and the Initial Proxy for an additional two years.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Preliminary Statement; Capitalized Terms. The Preliminary Statement set forth above is true and correct and is incorporated into and made a part of this Amendment. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as provided in the Shareholders' Agreement.

2. Extension of Term. The term of the Shareholders' Agreement and the Initial Proxy is hereby extended for a period of two years commencing on July 14, 2002 and expiring on July 13, 2004. For purposes of clarity, simultaneously with execution of this Amendment, D'Amato shall execute and deliver to Tisi an Irrevocable Proxy in the form attached hereto as Exhibit "A" (the "New Proxy").

3. Acknowledgement of Waiver. The parties acknowledge and agree that, pursuant to a Waiver dated January 31, 2001, Tisi and the Company waived the right either of them may have under the Shareholders' Agreement and the Initial Proxy to vote 125,000 shares owned by D'Amato and evidenced by Certificate No. 01237 (the "Excluded Shares"). The rights granted to Tisi under the New Proxy in respect of D'Amato's shares of capital stock of the Company shall exclude the Excluded Shares.

4. Incorporation by Reference; Reaffirmation. The provisions of Section V of the Shareholders' Agreement are hereby incorporated into and made a part of this Amendment as if set out in full herein. Except as specifically amended hereby, the Shareholders' Agreement shall remain unmodified and in full force and effect and is hereby reaffirmed by the parties hereto. To the extent of any conflict or inconsistency in the provisions of the Shareholders' Agreement and this Amendment, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

/s/ Tony D'Amato  
-----  
Tony D'Amato  
/s/ Christopher Tisi  
-----  
Christopher Tisi

HEALTH AND NUTRITION SYSTEMS  
INTERNATIONAL, INC.

By: /s/ Christopher Tisi  
-----  
Name: Christopher Tisi  
Title: CEO

IRREVOCABLE PROXY

KNOW ALL MEN BY THESE PRESENTS, that TONY D'AMATO, a shareholder of HEALTH AND NUTRITION SYSTEMS INTERNATIONAL, INC. (the "Corporation"), holding the number of shares of stock of the Corporation listed below, does hereby appoint CHRISTOPHER TISI, or his successor in interest, as provided in that certain Shareholders' Agreement dated as of July 13, 2000 among Tony D'Amato, Christopher Tisi, and the Corporation, as amended by that certain First Amendment to Shareholders' Agreement dated as of April 24, 2002 (as so amended, the "Agreement"), with full power of substitution, the true and lawful attorney and proxy of the undersigned for and in his name, place and stead to attend all meetings of the shareholders of the Corporation, and to vote or to give his consent in respect to any and all shares of the capital stock of the Corporation at the time standing in his name, at any and all meetings of the shareholders or any adjournment, or to express the consent or dissent of the undersigned without a meeting in respect to any matters submitted for a vote or consent of the shareholders of the Corporation; provided, however, that this proxy shall not apply to, and specifically excludes, 125,000 shares of the Corporation's common stock owned by Tony D'Amato and evidenced by Certificate No. 01237. The undersigned hereby reaffirms that this proxy is coupled with an interest and is irrevocable, and the undersigned hereby reaffirms and confirms all that the proxy may lawfully do or cause to be done by virtue hereof. The proxy granted herein shall be subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 24th day of April, 2002.

/s/ Tony D'Amato  
-----  
Tony D'Amato  
  
308,502  
-----  
Number of Shares

STATE OF FLORIDA )  
                  ) ss:  
COUNTY OF      )

The foregoing instrument was acknowledged before me this 24th day of April, 2002, by Tony D'Amato, who is personally known to me.

/s/ Maria Suzanne Wheatley  
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Maria Suzanne Wheatley  
Notary Public  
Print Name: Maria Suzanne Wheatley  
-----  
My Commission Expires: 5/1/05

[SEAL]

JOINT FILING AGREEMENT

Each of the undersigned acknowledges and agrees that the foregoing statement on Schedule 13D is filed on behalf of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of the undersigned without the necessity of filing additional joint filing agreements.

Each of the undersigned acknowledges that he shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other reporting persons.

This agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated as of April 24, 2002.

/s/ Christopher Tisi

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Christopher Tisi

/s/ Steven Pomerantz

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Steven Pomerantz

/s/ Tony D'Amato

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Tony D'Amato