

Registration No: 333-_____

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Health & Nutrition Systems International, Inc.
(Exact name of registrant as specified in its charter)

Florida

65-0452156

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

3750 Investment Lane, Suite 5
West Palm Beach, Florida 33404

(Address of Principal Executive Offices)

1998 Stock Option Plan

(Full Title of the Plan)

Morris C. Brown, Esq.
777 South Flagler Drive, Suite 300-E
West Palm Beach, Florida 33401

(Name and address of agent for service)

(561) 650-7900
(Telephone number, including area code, for agent for service)

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Shares, \$.001 par value	2,500,000(2)	\$0.14	\$350,000	\$28.32

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h)(1) and (c) under the Securities Act of 1933, as amended, based upon the average of the high and low sales prices of the Common Shares as reported on the Over-the-Counter Bulletin Board on December 3, 2003.

(2) The 2,500,000 common shares registered hereby are to be issued pursuant to the terms of the 1998 Stock Option Plan. This Registration Statement also relates to such indeterminate number of additional Common Shares of the Registrant as may be issuable as a result of stock splits, stock dividends, recapitalizations, mergers, reorganizations, combinations or exchange of shares or other similar events.

This Registration Statement shall become effective upon filing with the Securities and Exchange Commission (the "Commission") in accordance with Section 8(a) of the Securities Act, and Rules 456 and 462 promulgated thereunder.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The documents listed in (a) through (d) below, which have been filed by Health & Nutrition Systems International, Inc., a Florida corporation (the "Registrant") with the Securities and Exchange Commission (the "Commission") are incorporated by reference in this registration statement:

- (a) The Registrant's latest annual report on Form 10-KSB for the fiscal year ended December 31, 2002, filed with the Commission on April 1, 2003 pursuant to Section 13 of the Securities and Exchange Act of 1934, as amended (the "1934 Act") and the

Registrant's annual report on Form 10-KSB/A-1, filed with the Commission on April 30, 2003.

- (b) The Registrant's Quarterly Report on Form 10-QSB for the period ended March 31, 2003 filed with the Commission on May 15, 2003, the Registrant's Quarterly Report on Form 10-QSB for the period ended June 30, 2003, filed with the Commission on August 14, 2003, the Registrant's Quarterly Report on Form 10-QSB for the period ended September 30, 2003, filed with the Commission on November 14, 2003, and the Registrant's Current Report on Form 8-K dated December 4, 2003.
- (c) The description of the Registrant's Common Shares, par value \$.001, contained in the Registrant's Form 10-SB, dated January 31, 2000 filed with the Commission on January 31, 2000, including any amendments or reports filed for the purpose of updating that description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the 1934 Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the respective dates of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

None.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Pursuant to the provisions of Section 607.0850(1) of the Florida Business Corporation Act and the Registrant's Articles of Incorporation, the Registrant has the power to indemnify any person who is or was a party to any proceeding (other than an action by, or in the right of, the Registrant), because such person is or was a director, officer, employee, or agent of the Registrant (or is or was serving at the request of the Registrant under specified capacities) against liability incurred in connection with such proceeding provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to the best interest of the Registrant (and with respect to any criminal action or proceedings, such person had no reasonable cause to believe such person's conduct was unlawful).

With respect to a proceeding by or in the right of the Registrant to procure a judgment in its favor, Section 607.0850(2) of the Florida Business Corporation Act provides that the Registrant shall have the power to indemnify any person who is or was a director, officer, employee, or agent of the Registrant (or is or was serving at the request of the Registrant under specified capacities) against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of

litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Registrant, except that no indemnification shall be made in case in which such person shall have been adjudged to be liable to the Registrant unless and only to the extent that the court in which the proceeding was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses.

Indemnification as described above shall only be granted in a specific case upon a determination that indemnification is proper under the circumstances using the applicable standard of conduct which is made by (a) a majority of a quorum of directors who were not parties to such proceeding, (b) if such a quorum is not attainable, by majority vote of a committee designated by the Board of Directors consisting of two or more directors not parties to the proceeding, (c) by independent legal counsel selected by the Board of Directors described in the foregoing pars (a) and (b), or if a quorum cannot be obtained, then selected by a majority vote of a quorum consisting of stockholders who are not parties to such proceeding.

Pursuant to Section 607.0850(7) of the Florida Business Corporation Act, expenses are not exclusive, and the Registrant may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, both as to action in his or her official capacity and as to action in another capacity while holding such office. Indemnification or advancement of expenses shall not be made if a judgment or other final adjudication establishes that the action of the director, officer, employee, or agent, or omissions to act, were material to the cause of action so adjudicated and constitute (a) a violation of the criminal law, (b) a transaction from which the director, officer, employee, or agent derived an improper personal benefit, (c) constitutes a violation of s. 607.0834 by a director in that he voted or assented to an unlawful distribution, (d) willful misconduct or a conscious disregard for the best interests of the Registrant in a proceeding by or in the right of the Registrant to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

Section 607.0850(12) of the Florida Business Corporation Act permits the Registrant to purchase and maintain insurance on behalf of any director, officer, employee or agent of the Registrant (or is or was serving at the request of the Registrant in specified capacities) against any liability asserted against such person or incurred by such person in any such capacity whether or not the Registrant has the power to indemnify such person against such liability.

The registrant has entered into indemnification agreements with its directors, providing for indemnification by the registrant against any and all claims or other liabilities actually and reasonably incurred or paid by them in connection with any threatened, pending or completed action or proceeding (other than an action by or in the right of the Company) to which the director is a party or is threatened to be made a party by reason of the fact that he is or was an officer, director, shareholder, employee or agent of the registrant, provided that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The indemnification excludes claims:

(a) that are a violation of criminal law, unless the indemnity had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) that provide an improper personal benefit to the indemnity within the meaning of Section 607.0850(7) of the Florida Business Corporation Act;

(c) for which the liability provision of Section 607.0834 of the Florida Business Corporation Act are applicable; and

(d) relating to willful misconduct or conscious disregard for the best interests of the company in a proceeding by or in the right of the registrant to procure a judgment in its favor or in a proceeding by or in the right of a shareholder of the company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors and officers of the Company pursuant to the foregoing provisions or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities act and is, therefore, unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

- 3.1 Articles of Incorporation of the registrant are incorporated by reference to Exhibit 3.1(a) to the registrant's FORM 10-SB, filed with the Commission on January 31, 2000
- 3.2 Articles of Incorporation of the registrant are incorporated by reference to Exhibit 3.1(b) to the registrant's FORM 10-SB, filed with the Commission on January 31, 2000
- 3.3 Articles of Incorporation of the registrant are incorporated by reference to Exhibit 3.1(c) to the registrant's FORM 10-SB, filed with the Commission on January 31, 2000
- 3.4 Articles of Incorporation of the registrant are incorporated by reference to Exhibit 3.1(d) to the registrant's FORM 10-KSB, filed with the Commission on April 16, 2001
- 5.1* Opinion of Greenberg Traurig, P.A.
- 10.1* 1998 Stock Option Plan
- 23.1* Consent of Daszkal Bolton LLP
- 23.2* Consent of Greenberg Traurig, P.A.(included in opinion filed as Exhibit 5.1)
- 24.1* Power of Attorney (included as part of the signature page to this registration statement)

*Filed with this Registration Statement.

ITEM 9. UNDERTAKINGS.

a. THE UNDERSIGNED REGISTRANT HEREBY UNDERTAKES:

- 1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (iii) To include any additional or changed material information on the plan of distribution.
- 2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- 3 To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the end of the offering.

b. FILINGS INCORPORATING SUBSEQUENT EXCHANGE ACT DOCUMENTS BY REFERENCE.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

c. THE BENEFITS OF SUCH INDEMNIFICATION ARE NOT WAIVED BY SUCH PERSONS:

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of West Palm Beach, State of Florida, on this 5th day of December, 2003.

Health & Nutrition Systems International, Inc. (Registrant)

By: /s/Chris Tisi

Chris Tisi
Chief Executive Officer and President

POWER OF ATTORNEY

The officers and directors of Health & Nutrition Systems International, Inc. whose signatures appear below, hereby constitute and appoint James A. Brown their true and lawful attorney-in-fact and agent, with full power of substitution, with power to sign and execute on behalf of the undersigned any amendment or amendments to this registration statement on Form S-8, and each of the undersigned does hereby ratify and confirm all that said attorney-in-fact and agent, or his substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

SIGNATURE - - - - -	TITLE -----	DATE ----
/s/Chris Tisi ----- Chris Tisi	Chief Executive Officer, President, Secretary and Director (principal executive officer)	December 5, 2003
/s/James A. Brown ----- James A. Brown	Chairman of the Board	December 5, 2003
/s/Theodore Alflen ----- Theodore Alflen	Director	December 5, 2003
/s/Steven Pomerantz ----- Steven Pomerantz	Director	December 5, 2003

EXHIBIT INDEX

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24.1	Power of Attorney (included in the signature page to this registration statement)

December 5, 2003

Health & Nutrition Systems International, Inc.
3750 Investment Lane, Suite 5
West Palm Beach, Florida 33407

Re: Registration Statement on Form S-8

Gentlemen:

You have requested our opinion with respect to the offering by you, Health & Nutrition Systems International, Inc., a Florida corporation (the "Company"), of up to 2,500,000 common shares, \$.001 par value, ("Common Shares"), of the Company's Common Stock under the 1998 Stock Option Plan (the "Plan"), which issuance is being registered with the Securities and Exchange Commission pursuant to a registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act").

We have examined and relied on originals or copies, certified or otherwise identified as being true copies, of all such records of the Company, all such agreements, certificates of public officials, certificates of officers and representatives of the Company and others, opinions of counsel, documents, papers, statutes, and authorities as we deemed necessary, and such other documents, certificates and corporate or other records as we have deemed necessary as a basis for the opinions hereinafter set forth, without limitation, including the following:

o A copy of the Company's Articles of Incorporation, as amended
o A copy of the Company's By-Laws
o The 1998 Stock Option Plan
o The Registration Statement and related documents
o The corporate minute book of the Company

We have assumed the genuineness of all signatures and the conformity to original documents of all copies. As to various questions of fact material to our giving this opinion, we have relied upon statements and certificates of officers and representative of the Company and others.

Based upon the foregoing, we are of the opinion that the Common Shares have been duly and validly authorized and, when sold, paid for and issued as contemplated by the Plan or the Option Agreement, as the case may be, and the Registration Statement, the Common Shares will be legally issued, fully paid and non-assessable.

The foregoing opinion is rendered subject to the qualifications that we are members of the Florida bar. The foregoing opinion is limited to the laws of the State of Florida and the federal laws of the United States insofar as they bear on the matters covered hereby.

We consent to the use of this opinion as an exhibit to the Registration Statement, and to the use of our name as your counsel in connection with the Registration Statement and in the Prospectus forming a part thereof. In giving this consent, we do not thereby concede that we come within the categories of persons whose consent is required by the Act or the General Rules and Regulations promulgated under the Act.

Very truly yours,

/s/Greenberg Traurig, P.A.

Greenberg Traurig, P.A.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

1998 Stock Option Plan

1. Purposes of Plan. This 1998 Stock Option Plan (the "Plan") is intended to encourage and enable selected employees, officers, directors and independent contractors of Health & Nutrition Systems International, Inc. (the "Company") to acquire or to increase their holdings of shares of the common stock of the Company, \$.001 par value per share (the "Common Stock") in order to promote a closer identification of their interests with those of the Company and its stockholders, thereby further stimulating their efforts to enhance the efficiency, soundness, profitability, growth and stockholder value of the Company. This purpose will be carried out through the granting of incentive stock options ("Incentive Stock Options") and nonqualified stock options ("Nonqualified Stock Options"). Incentive Stock Options and Nonqualified Stock Options shall be collectively referred to herein as "Options."

2. Administration. The Plan shall be administered by the Board of Directors, or if appointed by the Board of Directors, by a committee, of not less than two (2) Directors (the Board sitting as such Committee or such Committee if appointed, is herein referred to as the "Committee"). The Committee will administer the Plan and execute award agreements or other documents subject to the express provisions of the Plan. In addition, the Committee shall have plenary authority, in its discretion, to determine the individuals to whom, and the time or times at which, awards of Options under the Plan shall be made, whether the awards are to be Incentive Stock Options, or otherwise, and the number of shares of Common Stock of the Company to be contained in each grant of option, and to establish the terms and conditions of each award (which need not be identical). Subject to the express provisions of the Plan, the Committee shall have plenary authority in its discretion to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, prescribe and amend the terms and provisions of the stock option agreements (which need not be identical) and to make all other determinations deemed necessary or advisable for the administration of the Plan. The determinations of the Committee on all matters with respect to the Plan shall be conclusive. All expenses and liabilities incurred by the Committee in the administration of the Plan shall be borne by the Company. The Committee may, with the approval of the Board (if applicable) employ attorneys, consultants, accountants or other persons to assist with the administration of the Plan.

3. Stock Reserved for the Plan. For purposes of the Plan, 2,500,000 shares of Common Stock may be issued pursuant to the exercise of options granted hereunder (subject to adjustment as provided in Section 11 below), and the Company has reserved sufficient authorized shares to provide for the exercise of such options. Such shares may consist, in whole or in part, of unissued or treasury shares. If any shares that have been optioned or granted under the Plan cease to be subject to option or grant or are later forfeited or reacquired by the Company, as the case may be, such shares may again be made subject to awards under the Plan.

4. Participation. Officers, directors and other employees of the Company, as well as independent contractors of and consultants to the Company, are eligible to participate in the Plan.

5. Eligibility for Incentive Stock Options. An Incentive Stock Option may be granted only to an individual who satisfies all of the following eligibility requirements on the Granting Date (as defined in Section 7(b) below):

(a) The individual is an employee of the Company. For this purpose, an individual is considered to be an "employee" only if there exists between the individual and the Company the legal and bona fide relationship of employer and employee. In determining whether such a relationship exists, the regulations of the United States Treasury Department relating to the determination of the employment relationship for the purpose of collection of income tax on wages at the source shall be applied.

1

(b) The individual is an employee of the Company who the Committee determines is in a position to affect the profits of the Company by reason of the nature and extent of such employee's duties, responsibilities, personal capabilities, performance and potential.

(c) With respect to the grant of an Incentive Stock Option, the individual does not own, immediately before the time that the Incentive Stock Option is granted, stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company; provided, that a 10% Holder (as defined in Section 7 below) may be granted an incentive option if the price at which such option may be exercised is greater than or equal to one hundred ten percent (110%) of the fair market value of the shares of Common Stock of the fair market value of the Common Stock at the time of the grant of the option and the period of the option does not exceed five (5) years. For this purpose, an individual will be deemed to own stock which is attributed to him under Section 424(d) of the Internal Revenue Code of 1986, as amended (the

"Code").

(d) The individual, being otherwise eligible under this Section 5, is selected by the Committee as an individual to whom an option shall be granted (a "Grantee").

6. Eligibility for Nonqualified Stock Options. A Nonqualified Stock Option may be granted only to an individual who satisfies the following eligibility requirements on the Granting Date:

(a) The individual is an employee, officer or independent contractor or consultant of the Company. For this purpose, an individual is an considered to be an "employee" only if there exists between the individual and the Company or a related corporation the legal and bona fide relationship of employer and employee. In determining whether such a relationship exists, the regulations of the United States Treasury Department relating to the determination of the employment relationship for the purpose of collection of income tax on wages at the source shall be applied. For this purpose, an individual is considered an "independent contractor" if that individual performs services for the Company in a capacity other than as an employee.

(b) The individual, being otherwise eligible under this Section 6, is selected by the Committee as an Grantee.

7. Terms and Conditions of Options. All Options granted under this plan shall be subject to the following terms and conditions and any others as the Committee shall deem desirable:

(a) Option Price. The purchase price per share of Common Stock will be determined by the Committee but the purchase price for Incentive Stock Options will not be less than one hundred percent (100%) of the fair market value of the stock on the Granting Date. Such fair market value shall be determined by the Committee in such manner as it shall deem reasonable and in compliance with all applicable laws and regulations. The purchase price of the stock subject to an Incentive Stock Option granted to the holder of ten percent (10%) or more of the total combined voting power of all classes of stock of the Company (a "10% Holder") shall be equal to at least one hundred ten percent (110%) of the fair market value of the Common Stock at the time of the grant of the option. In no event shall the purchase price per share under any Option be less than the par value of such stock subject to the Option.

(b) Effective Date of Grant. The effective date of the grant of an Option (the "Granting Date") shall be the date specified by the Committee in its determination relating to the award of such Option, provided that such date shall not be prior to the date of such action by the Committee. The Committee shall promptly notify the Grantee of the grant of an Option, and a written Stock Option Agreement shall promptly be executed and delivered by and on behalf of the Company and the Grantee, provided that such grant of an Option shall expire if a written Stock Option Agreement is not signed by said Grantee (or his or her agent or attorney) and returned to the Company within sixty (60) days from the Granting Date.

(c) Option Period. The term of each Option, including the earliest date of exercise and the "vesting" periods for the exercise of the Options over time shall be fixed by the Committee; provided, however that no Option shall be exercisable after the expiration of ten (10) years from the Granting Date (but no more than five (5) years from the Granting Date in the case of a 10% Holder). The aggregate fair market value (determined as of the time the Granting Date) of the Stock with respect to which Incentive Stock

Options are exercisable for the first time by a grantee during any calendar year (under all plans of the Company and its subsidiaries) shall not exceed One Hundred Thousand Dollars (\$100,000). To the extent Options which first become exercisable during a calendar year exceed One Hundred Thousand Dollars (\$100,000) to one employee, such Options shall be deemed non-qualified stock Options.

(d) Exercise. An Option may be exercised by giving written notice of exercise to the Company specifying the number of shares to be purchased and by paying in full the purchase price in cash or certified check, except to the extent the participant is permitted to defer such payment pursuant to the Option Agreement with such participant or a separate agreement. The Committee may make provision for so-called "cashless exercise" pursuant to the Option Agreement or a separate agreement with the Grantee. The holder of an Option shall have none of the rights of a stockholder with respect to the shares subject thereto until such shares shall have been issued and registered on the Company's transfer books upon such exercise.

(e) Non-transferability of Options. No Option or other right granted under the Plan shall be transferable other than by will and laws of descent and distribution. An Option or other right shall be exercisable during a Grantee's lifetime only by the Grantee.

(f) Termination by Retirement. Except as may otherwise be determined by the Committee, if a Grantee who is an employee retires pursuant to any retirement plan of the Company, his or her outstanding Options may be exercised (to the extent of the number of shares purchasable by such grantee at the time of his or her retirement) for up to three months after his or her retirement date or the stated period of the Option, whichever period is shorter.

(g) Termination by Disability. Except as may otherwise be determined by the Committee, if a Grantee's employment is terminated due to a disability qualifying such Grantee for payments under any disability plan of the Company or a subsidiary, his or her outstanding Options may be exercised to the extent of the remaining shares covered by the Option for up to twelve months from the date of termination or the stated period of the Option, whichever period is shorter.

(h) Other Termination. Except as may otherwise be determined by the Committee from time to time, if a Grantee ceases to be an officer, employee or director of the Company for any reason other than death, disability or retirement, or in the case of contractors and consultants, ceases to be a contractor or consultant to the Company, his or her outstanding Options shall terminate and expire upon the termination of such relationship with the Company.

(i) Death of Grantee. In the event of the death of a Grantee while he or she is employed by the Company, or within the three month period or the twelve month period provided in Section 7(f) and 7(g) hereof, respectively, the Options granted to him may be exercised by a legatee or legatees of the Grantee under his or her last will, or by his or her personal representatives or distributees, at any time within a period of one year after his or her death (unless otherwise provided in his or her Stock Option Agreement), but not after the date on which the Options otherwise expires within such period.

(j) Stock Option Agreements. The grant of any Option under the Plan shall be evidenced by the execution of an agreement between the Company and the Grantee in such form as may be adopted by the Committee from time to time in its sole discretion (each a "Stock Option Agreement"). Stock Option Agreements between the Company and Grantees of options need not be identical, but each such agreement shall set forth the date of grant of the option, the Option Price, the Option period, the designation of the Option as an Incentive Stock Option or a Nonqualified Stock Option, and the time or times when and the conditions upon the happening of which the Option shall become exercisable. Such agreement shall also set forth the restrictions, if any, with respect to which the shares to be purchased thereunder shall be subject, and such other terms and conditions as the Committee shall determine, which are consistent with the provisions of the Plan and applicable law and regulations.

(k) Incentive Stock Options. It is the intent of the Company that certain Options granted under the Plan qualify as "incentive stock options" under Section 422 of the Internal Revenue Code. Accordingly, the Plan is also

deemed to contain such other terms and conditions necessary (and not contain any terms and conditions inconsistent with said Section 422) so that certain Options granted under the Plan shall qualify as Incentive Stock Options under said Section 422.

(1) Discretion of the Committee. The Committee may at any time, in its sole discretion, accelerate the time at which any or all restrictions will lapse or remove any or all of such restrictions.

8. Terms and Conditions. Any Option awarded to the participant under the Plan shall be subject to the following terms and conditions and any others as the Committee shall deem desirable:

(a) Vesting Acceleration. Except as may otherwise be determined by the Committee in its sole discretion at any time, upon an acquisition of the Company, as evidenced by the purchase (other than through the issuance of stock by the Company) by an independent party of more than fifty percent (50%) of the outstanding shares, a merger as a result of which more than fifty percent (50%) of the outstanding capital stock of the Company is held by persons who were not previously stockholders of the Company, or a sale of all or substantially all of the Company's assets, all outstanding Options may immediately be exercised by the grantee thereof. Except as may otherwise be determined by the Committee in its sole discretion at any time, upon the closing of the sale of shares of Common Stock in a fully underwritten public offering (with underwriters approved by the Board of Directors of the Company) pursuant to an effective registration statement under the Securities Act of 1933, as amended, where the aggregate sales price of such shares of Common Stock is not less than \$10,000,000, all outstanding Options may immediately be exercised by the grantee thereof.

(b) Delivery of Stock. The Company shall deliver stock certificates representing the number of shares of Common Stock that have been fully paid as soon as practicable after receipt of payment from a Grantee. If a Grantee is allowed under the terms of the Option to make payment of any part of the purchase price of the Common Stock on a deferred basis, then stock certificates representing shares of Common Stock shall be delivered to the Grantee only to the extent that such shares are fully paid.

(c) Right as a Shareholder. Upon the exercise of an Option, the payment in full of the Option price and the issuance of shares, the Grantee shall have all of the rights of a shareholder with respect to such Common Stock and the right to receive all dividends paid thereon.

9. No Right to Company Employment. Nothing in this Plan or as a result of any award pursuant to this Plan shall confer on any participant any right to continue in the employ of the Company or of a subsidiary or interfere in any way with the right of the Company or of a subsidiary to terminate a participant's employment at any time. Awards granted under the Plan shall not be affected by any change of employment so long as the participant continues to be an officer, director, or employee of the Company.

10. Right of First Refusal. Except as may otherwise be determined by the Committee in its sole discretion at any time, upon or at any time after termination of employment or association with the Company by death, disability, retirement or any other reason, or in the event a Grantee desires to sell or transfer his or her shares of Common Stock, the Company shall have the right to purchase any shares owned by the participant at their then current fair market value. The calculation of fair market value will be determined by the Committee, in good faith, based upon relevant conditions and circumstances. If the Company declines to purchase the shares within 30 days after the date the Committee calculates and determines the fair market value, then the participant shall have the right to offer the shares for sale to a third party for a period of thirty days following the lapse of the right of first refusal to the Company; thereafter such shares shall once again be subject to the right of first refusal herein provided. The right of first refusal shall terminate at any time a registration statement is filed by the Company under the Securities Act of 1933, as amended (the "1933 Act") and is declared effective by the Securities and Exchange Commission for the public issue of the Company's Common Stock; provided, however, that the Company has no obligation to the Grantee to register the Grantee's shares of Common Stock under the 1933 Act.

11. Adjustments Upon Changes in Capitalization. If there is any change in the outstanding shares of common stock of the Company as a result of a merger, consolidation, reorganization, stock dividend, stock split to holders of shares that is distributable in shares, or other change in the capital stock

structure of the Company or a related corporation, the Committee shall make such adjustments to options, to the number of shares reserved for issuance under the Plan, and to any provisions of this Plan as the Committee deems equitable to prevent dilution or enlargement of options or otherwise advisable to reflect such change.

12. Amendments and Termination. The Committee may amend, alter or discontinue the Plan in such respects as it shall deem advisable; provided, however, that the Committee may not, without approval by the holders of the majority of the outstanding shares of Common Stock of the Company; (i) increase the aggregate maximum number of shares as to which Options may be granted under the Plan; or (ii) change the class of participants eligible to receive awards under the Plan.

13. Effective Date of the Plan. The Plan shall become effective as of the date of adoption by the Board of Directors (the "Effective Date"), subject to approval by the shareholders within one (1) year thereafter.

14. Term of the Plan. No Options shall be granted pursuant to the Plan after the date that is ten (10) years after the Effective Date. However, unexpired options granted prior to such date will remain in effect.

15. Government and Other Regulations. The obligations of the Company to issue shares under the Plan, and the transferability of shares shall be subject to all applicable laws, rules and regulations, and such approvals by any governmental agencies as may be required, including, without limitation, if necessary or appropriate, the effectiveness of a registration statement under the Securities Act of 1933, as amended. All shares issued upon exercise of options will contain restrictive legends as deemed appropriate by counsel to the Company.

16. Tax Withholding. When any Option is exercised, the grantee shall pay the Company in cash any amount of withholding taxes which the Company may be required by law to withhold.

17. Limited Liability. Neither the Company nor any of its officers, or employees, or any member of the Board of Directors or the Committee, or any other person participating in any determination of any question under the Plan, or in the interpretation, administration or application of the Plan, shall have any liability for any action taken, or not taken, in good faith under the Plan, or based on or arising out of the determination of any question under the Plan, made in good faith.

18. Non-Exclusivity of the Plan. Neither the adoption by the Board of Directors nor the submission of the Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board of Directors to adopt such other incentive arrangements as it may deem desirable, including without limitation, the granting of stock options otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

19. Applicable Law. The Plan shall be construed and enforced according to the laws of the State of Florida.

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Board of Directors
Health & Nutrition Systems International, Inc.:

We consent to incorporation by reference in the registration statements on Form S-8 of Health & Nutrition Systems International, Inc. of our report dated February 17, 2003, relating to the balance sheet of Health & Nutrition Systems International, Inc., and the related statements of operations, changes in shareholders' deficit and cash flows for the years then ended, which report appears in the April 1, 2003 annual report on Form 10-KSB of Health & Nutrition Systems International, Inc. and in the prospectus under the heading "Experts," which is part of this registration statement.

/s/Daszkal Bolton LLP
Daszkal Bolton LLP

Boca Raton, Florida
December 05, 2003