

U.S. SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D. C. 20549

FORM 10-SB

GENERAL FORM FOR REGISTRATION OF SECURITIES OF SMALL
BUSINESS ISSUERS
UNDER SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

(Name of Small Business Issuer in Its Charter)

FLORIDA

65-0452156

(State of incorporation)

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

3750 Investment Lane Suite 5
WEST PALM BEACH, FLORIDA

33407

(Address of Principal Executive Offices)

(Zip Code)

(561) 863-8446

(Issuer's Telephone Number)

Securities to be registered pursuant to 12 (b) of the Act: None

Securities to be registered pursuant to 12 (g) of the Act:

COMMON STOCK \$.001 PAR VALUE

(Title of Class)

TABLE OF CONTENTS

	Page No. -----
PART 1	
Item 1. Description of Business	1
Item 2. Management's Discussion and Analysis	4
Item 3. Description of Property	7
Item 4. Security Ownership of Certain Beneficial Owners and Management	7
Item 5. Directors, Executive Officers, Promoters and Control Persons	7
Item 6. Executive Compensation	8
Item 7. Certain Relationships and Related Transactions	10
Item 8. Description of Securities	10
PART II	
Item 1. Market Price of and Dividends on the Registrant's Common Equity and Other Shareholder Matters	11
Item 2. Legal Proceedings	11
Item 3. Changes in and Disagreements with Accountants	11
Item 4. Recent Sales of Unregistered Securities	12
Item 5. Indemnification of Directors and Officers	12
PART III	
Item 1. Index to Exhibits	14
PART FS	
Financial Statements	F-1

PART 1

ITEM 1. DESCRIPTION OF BUSINESS

Health & Nutrition Systems International, Inc. (the "Company," "HNS," "we" or "us") markets and sells health and nutritional dietary supplements. We develop proprietary herbal and non-herbal formulations for the dietary supplement markets. An outside manufacturer provides us products which we package and ship. We sell directly to independent health food stores, pharmacies and convenience stores, as well as health food chains and pharmacy chains.

We were organized as a Florida corporation on October 25, 1993. Our fiscal year end is December 31. Our corporate offices are located at 3750 Investment Lane Building #5, West Palm Beach, Fl. 33404. Our phone number is (561) 863-8446.

MANUFACTURING

We contract our manufacturing out to herbal supplement manufacturers. Approximately 95% of our manufacturing needs are met by Garden State Nutritionals, a division of Vitaquest International Inc. Garden State owns a 200,000 square foot, state-of-the-art manufacturing facility in West Caldwell, New Jersey. Our secondary source of manufacturing is Florida Supplement Corporation, which houses a 10,000 square foot manufacturing facility located in Hollywood, Florida. We use Florida Supplement as a backup supplier of product on a per-order basis in the event we experience a shortfall from Garden State.

FACTORING

We entered into a factoring agreement with Nationsbanc Business Finance Corporation in November 1998. This agreement provides that Nationsbanc purchases our receivables from time to time at a certain discount. The term of this agreement is open ended.

GENERAL NUTRITION CORPORATION, INC. (GNC)

We have served as warehouse vendor for the dietary supplements retailer, GNC, since the fourth quarter of 1997. GNC is a leading specialty retailer of nutritional supplements and other health products, with more than 3,500 company-owned and franchised locations worldwide. Selected HNS products are included in GNC's Plan-o-gram marketing program, a pre-planned, in-store display format. Other of our products are presently warehoused by GNC and are available to their corporate and franchise stores.

PHARMACIAS EL AMAL

Since the third quarter of 1999, El Amal, A 50-store pharmacy chain in Puerto Rico, has sold our product, Thin Tab, under an agreement which provides for an initial TV and print campaign that runs through November 1999. Farmacias El Amal is the largest pharmacy chain in Puerto Rico.

INDEPENDENT RETAIL LOCATIONS

We recently commenced our marketing efforts to this niche. Our efforts include agreements of trade shows and telemarketing through our in-house staff of eight telemarketers. These efforts have yielded 2,000 new accounts since we began in January 1999. We estimate that over 100,000 potential retail outlets, including pharmacies, health food stores and convenience stores exist in the U.S.

PRODUCTS

We distribute the following products: Thin Tab(TM), Thin Tab 100, Thin Tab Plus, Heart Tab Plus(TM), Skin Tab(TM) 400, Ultra Zoom 2000 (TM), Carbcutter(TM), On The Move(TM), Thin Tab Fat Binding System and Thin Bar(TM). All products are trademarked. Thin Tab Ripped Max, Super Carbcutter and Thin Shake are new products under development.

THIN TAB 100

Thin Tab 100 is an herbal supplement tablet formulated as an energy enhancer to increase stamina, endurance and mental acuity. We market Thin Tab 100 as being effective in producing positive benefits without the negative side effects of caffeine. We also believe ThinTab 100 to be effective in weight management, as it contains ingredients believed to suppress hunger, metabolize fat and optimize weight control programs.

THIN TAB PLUS is designed to offer the benefits of Thin Tab 100 in an ephedra - free formula.

HEART TAB PLUS was formulated to maximize the benefits of alpha ketoglutaric acid, chromium picolinate, and Coenzyme Q10. These ingredients are widely acclaimed for their believed multiple beneficial effects including: accelerating the metabolism of fat, creating lean muscle tissue, reducing cholesterol levels, increasing cardiac and vascular efficiency and reversing periodontal disease (gingivitis), among others.

SKIN TAB 400 contains Nutriderm and Botanical Antioxidants, Vitamin A and Vitamin E and other ingredients believed to benefit the skin.

ULTRA ZOOM 2000(TM) is made of active Ginsenosides and Vitamin B-12, and designed to deliver instant energy.

CARB CUTTER is a carbohydrate inhibitor that is designed to encourage weight control by inhibiting carbohydrate absorption.

ON THE MOVE is marketed as a sustained energy, endurance and immune system booster.

THIN TAB FAT BINDING SYSTEM is designed to promote weight loss and healthy cholesterol levels through a reduction in fat absorption.

THIN BAR is a high protein and high energy meal replacement bar in a peanut butter/chocolate flavor.

The following products are under development:

THIN SHAKE is a meal replacement powder, to be available in chocolate and vanilla flavors. This shake features high-end phytonutrients, vitamins, minerals and lipotropics.

THIN TAB RIPPED MAX is designed to be a maximum strength thermogenic for energy enhancement and appetite suppression.

SUPER CARBCUTTER is believed to be a maximum carbohydrate inhibitor. Also, it is designed to provide for maximum energy support.

COMPETITION

The dietary supplement industry is highly competitive. Some of our competitors have greater resources and name recognition. These competitors include: Atkins Nutritionals, Twinlabs, Metabolife International, Inc. and Rexall Sundown, Inc.

CERTIFICATES OF ANALYSIS

All of our herbal supplement products have certificates of analysis supplied by each manufacturer. These documents provide clinical test results of product quality and ingredient accuracies.

GOVERNMENT REGULATION

Generally, the regulations of the Consumer Products Safety Commission and state imposed labeling standards require full disclosure of our products' ingredients. Additionally, our manufacturers abide by industry standards for manufacturing and quality control. Each manufacturer is subject to regulatory oversight of the United States Department of Health and Human Services, the Department of Public Health Services and the Food and Drug Administration.

INSURANCE

We are insured for product liability claims up to an aggregate of \$2,000,000. In addition, each of our herbal supplement vendors has supplied us with industry-standard proof of insurance.

EMPLOYEES

We currently have 30 full time employees, five of which are managerial, ten are engaged in sales, five administrative personnel and ten are production/assembly personnel. We believe our relationship with our employees is good.

AVAILABILITY OF ADDITIONAL INFORMATION

This registration statement can be read and copied at the public reference facilities maintained by the Securities and Exchange Commission at Room 1024, 450 Fifth Street, NW, Washington D. C. 20549. Information about

the Corporation of the Public Reference Room may be obtained by calling 1-800-SEC-0330. The Registration Statement is also available to the public from commercial document retrieval services or via EDGAR on the commission's Web site at www.sec.gov.

Prior to the effective date of the registration statement, we were not subject to the reporting requirements of the Securities Exchange Act of 1934 ("Exchange Act") and did not file quarterly and annual reports with the Commission. Commencing with the quarterly report for the period ending March 30, 2000, we will file these and other reports with the Commission. These reports can be accessed via EDGAR at the Commission's Web site, www.sec.gov. In addition, we will furnish our shareholders with annual reports containing audited financial statements and may distribute quarterly reports containing unaudited summary financial information.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS

NINE MONTHS ENDED SEPTEMBER 30, 1999 COMPARED TO NINE MONTHS ENDED SEPTEMBER 30, 1998.

Net Sales: Net sales for the nine months ended September 30, 1999 were \$1,310,163, an increase of \$602,894 or 85%, as compared to net sales of \$707,269 for the nine months ended September 30, 1998. The increase was due to restructuring sales and marketing programs from outside marketing and broker services to in-house sales. Our in-house telemarketing program has generated sales in the independent health food store and independent pharmacy market. We have established and maintained sales in health food chain accounts and pharmacy chain accounts. Also, our new channels of distribution, new products and advertising have created increased sales volume per account.

Cost of Sales: Cost of sales for the nine months ending September 30, 1999 was \$556,143 or 42% of net sales, as compared to \$369,472 or 52% of net sales for the nine months ending September 30, 1998. The decrease is primarily attributable to our decision to sell directly to stores without the use of outside marketing companies. Through this method of sales we are charging higher prices for our products, which reduces our cost of sales.

Gross Profit: Gross profit for the nine months ended September 30, 1999 was \$754,020, an increase of \$416,223 or 123%, as compared to gross profit of \$337,797 for the nine months ending September 30, 1998. As a percent of net sales, gross profit was 58% for the nine months ending September 30, 1999, as compared to 48% for the nine months ending September 30, 1998. Each increase is primarily attributable to increased sales and higher prices charged by us for our products.

Operating Expenses: Operating expenses were \$694,131 for the nine months ending September 30, 1999, representing an increase of \$234,122 as compared to \$457,007 for the nine months ending September 30, 1998. As a percent of net sales, operating expenses were 53% for the nine months ending September 30, 1999 as compared to 75% for the nine months ending September 30, 1998. Each difference is primarily attributable to increased sales to new channels of distribution.

Net Profit from Operations: Net profit from operations was \$63,559 or \$0.01 per share for the nine months ending September 30, 1999 as compared to \$(130,128) or \$(0.02) per share for the nine months ending September 30, 1998. The increase in income from operations is primarily attributable to increased sales, increased profit margins and decreased operating expenses.

Carry Forward Loss

We have net operating loss carry forwards of approximately \$339,774 for tax purposes to affect future taxable income. The net operating loss carry forwards expire between 2008 and 2018.

Liquidity & Capital Resources

We factor certain of our account receivables with NationsBank. NationsBank purchases receivables for 96.75% of the face amount of certain invoices and we maintain a reserve account of 15% of the outstanding receivables held by the factor. The reserve account may be charged additional fees from 1% to 3% on invoices paid beyond the agreed terms. Our president guarantees the payment of the factored receivables. NationsBank has extended credit up to \$500,000 for factoring GNC.

HNS has a \$100,000 monthly C. D. at an interest rate of approximately 4.5% in reserve at Sun Bank.

Sources of Additional Working Capital

HNS has 741,294 outstanding warrants, which, if all are exercised, would provide an additional \$969,780 in proceeds to HNS. The major factor that would encourage warrant holders to exercise their warrants is if HNS becomes publicly traded and at the price at which its stock would trade.

Management believes that the company needs to raise additional capital to expand our inventory levels, product lines and sales.

TWELVE MONTHS ENDING DECEMBER 31, 1998 COMPARED TO TWELVE MONTHS ENDING DECEMBER 31, 1997.

Net Sales: Net sales for the twelve months ending December 31, 1998 were \$922,408, a decrease of \$464,301, or 33%, as compared to net sales of \$1,386,709 for the twelve months ending December 31, 1997. The decrease was due to terminating contractual relationships with our single largest account, a sales agent marketing company that purchased and marketed our products. We decided to terminate this arrangement and handle all marketing and sales in-house as part of our change in strategy to sell directly to our customers.

Cost of Sales: Cost of sales for the twelve months ending December 31, 1998 was \$462,008 or 51 % of net sales, as compared to \$725,914, or 52% of net sales for the twelve months ending December 31, 1997, a decrease of \$263,906, or 24%. The increase of sales to stores allows us to receive higher prices for our products, thereby reducing our cost of sales.

Gross Profit: Gross profit for the twelve months ending December 31, 1998 was \$460,400, a decrease of \$200,395 or 30% as compared to gross profit of \$600,795 for the twelve months ending December 31, 1997. As a percent of net sales, gross profit was 50% for the twelve months ending December 31, 1998, as compared to 48% for the twelve months ending December 31, 1997. The decrease is attributable to decreased sales resulting from the transition of outside sales and marketing functions to in-house sales and marketing. The increase in gross profit as a percentage of net sales can be attributed to increased prices for direct to store sales without outside marketing/broker assistance.

Operating Expenses: Operating expenses were \$696,840 for the twelve months ending December 31, 1998, representing an increase of \$203,258 as compared to \$493,582 for the twelve months ending December 31, 1997. As a percent of net sales, operating expenses were 76% for the twelve months ending December 31, 1998 as compared to 36% for the twelve months ending December 31, 1997. The increase is attributed to transitional costs incurred in setting up in-house sales and marketing as opposed to outside services. In addition, we experienced an increase of in-house selling expenses associated with our shift to in-house sales and marketing.

Net Profit from Operations: Net profit from operations was \$(254,394) or \$(0.04) per share for the twelve months ending December 31, 1998 as compared to \$143,618 or \$0.03 per share for the twelve months ending December 31, 1997. The decrease is a result of the interruption of sales due to the transition from outside sales and marketing to in-house sales and marketing, increased operating costs associated with this transition and slower than expected sales growth in direct sales to pharmacy and health food accounts.

Carry Forward Loss

We have a net operating loss carry forward of approximately \$339,774 for tax purposes to affect future taxable income. The net operating loss carry forwards expire between 2008 and 2018.

Liquidity & Capital Resources

We factor certain of our accounts receivable with NationsBank. NationsBank purchases receivables for 96.75% of the face amount of certain invoices and we maintain a reserve account of 15% of the outstanding receivables held by the factor. The reserve account may be charged additional fees from 1% to 3% on invoices paid beyond the agreed terms. Our president personally guarantees the payment of the factored receivables. NationsBank has extended credit up to \$500,000 for factoring GNC accounts receivable.

As of December 31, 1998, HNS had a \$100,000 C.D. in reserve at Sun Bank.

Sources of Additional Working Capital

HNS had 741,294 outstanding warrants, which, if exercised, would provide an additional \$969,780 of proceeds to HNS.

We believe that we need to continue to expand in-house sales through establishing an in-house telemarketing program to sell directly to pharmacies and health food stores. In addition, we need to continue to increase advertising and create new products for the direct category.

Disclosure regarding Forward Looking Statements

Information contained or incorporated by reference in this registration statement on Form 10-SB and contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 which can be identified by the use of forward-looking terminology such as "believes," "expects," "may," "will," or comparable terminology, or by discussions of strategy. These forward-looking statements involve certain significant risks and uncertainties, and actual results may differ materially from the forward-looking statements. No assurance can be given that future results covered by the forward-looking statements will be achieved, and

other factors could also cause actual results to vary materially from the future results covered in such forward- looking statements. The Company does not undertake to publicly update or revise any of its forward looking statements even if experience or future change show that the indicated results or events will not be realized.

ITEM 3. DESCRIPTION OF PROPERTY

Our corporate offices are located in a 6,000 square foot facility at 3750 Investment Lane, Suite 5, West Palm Beach, Florida, 33404, which also functions as our warehouse. All packaging and shipping is performed from this location. This lease expires on January 1, 2003 and provides for lease payments of approximately \$2,000.00 per month.

ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

This chart shows: (i) the name and number of shares of each officer or director; (ii) the name and number of shares held by each person known to be the beneficial owner of more than 5% of our company's common stock; and (iii) the holdings of all officers and directors as a group. The address for each person is 3750 Investment Lane Suite 5, West Palm Beach, Fl. 33404. As of December 31, 1999 there were approximately 7,487,894 shares of common stock issued and outstanding.

Name of Beneficial Owner -----	Amount of Beneficial Ownership of Stock -----	Percentage of Class -----
Tony Musso	1,138,657	15.2
Steven Pomerantz	973,657	13.0
Christopher Tisi	914,575	12.2
Tony D'Amato	799,104	10.7
J. C. Herbert Bryant III	500,268	6.7
Anthony & Renute Dell'aquilla	610,000	8.1
Napoleon & Tania Paz	620,000	8.3
All Executive Officers & Directors as a group (3 People)	3,026,889	40.4

The holdings of Anthony and Renute Dell'aquilla include warrants to purchase an aggregate of 200,000 shares of common stock at a purchase price of \$0.50 per share, exercisable until April 5, 2001. Napoleon and Tania Pas hold identical warrants to purchase an aggregate of 200,000 shares.

ITEM 5. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

The following table sets forth the names, positions with the company and ages of the executive officers and directors of the company. Directors will be elected at the Company's annual meeting of shareholders and serve for one year or until their successors are elected and qualify. The Board elects officers and their terms of office are, except to the extent governed by employment contract, at the discretion of the Board.

NAME ----	AGE ---	POSITION -----
Steven Pomerantz	43	President, Chief Executive Officer, Treasurer, Director
Christopher Tisi	29	VP Sales & Marketing, Secretary, Director
Tony Musso	50	Chairman of the Board of Directors

Each director holds office until the next annual meeting of shareholders and until his successor is elected and qualified. Each officer holds office until the first meeting of directors following the annual meeting of shareholders and until his successor is elected and qualified, subject to earlier removal by our board of directors.

STEVEN POMERANTZ

Steven Pomerantz has served as President and Chief Executive Officer since March 1998. From 1995 to March 1998, Mr. Pomerantz served as Vice President of Finance and Chief Operating Officer. Prior to joining HNS, Mr. Pomerantz served as President of CSP International, Inc., a manufacturer of pepper gas, which he co-founded with Mr. Musso in 1985 and successfully sold in December 1994. From 1982 to 1984 Mr. Pomerantz was an account executive with NCR Corporation. In 1980, Mr. Pomerantz received his MBA from Emory University in Atlanta, Georgia.

CHRISTOPHER TISI

Christopher Tisi has served as Vice President of Sales and Marketing since March 1998. From 1994 to March 1998, Mr. Tisi served as Vice President of Training. From 1991 to December 1994, Mr. Tisi served as a Marketing Director at Quorum International, a multi-level marketing company in Phoenix, Arizona.

TONY MUSSO

Tony Musso serves as Chairman of the board of directors, a position he has held since March 1998. From 1993 to March 1998, Mr. Musso served as President and Chief Executive Officer. Mr. Musso has served as Chairman of the Board of Nutrition Superstore.com since November 1997. In 1985 Mr. Musso co-founded CSP Int., Inc. with Mr. Pomerantz and successfully sold the Pepper Spray Manufacturing Company in December 1994. In 1989 Mr. Musso founded International Marketing Strategies and served as Executive Director until December 1997. The company distributed Health & Beauty products for NYSE (NUS) Nu-Skin International. From 1977 to 1985 Mr. Musso served as V.P. of Sales of S.G.M., a Halon Fire Extinguisher company. From 1972 to 1976, Mr. Musso served as an internal auditor for Thomas Jefferson University in Philadelphia, P.A. In 1974, he received his Law Degree from Delaware Law School and in 1971, he received his Bachelors of Science from the University of Scranton.

ITEM 6. EXECUTIVE COMPENSATION

CASH COMPENSATION

The following table summarizes all compensation recorded by the Company in the last three fiscal years for the Company's executive officers serving as such.

NAME -----	YEAR -----	SALARY -----	BONUS -----	POSITION -----
Steve Pomerantz	1998	\$ 41,731.00	0	President
	1997	\$140,673.00	0	Vice President
	1996	0	\$7,056.84	Vice President
Tony Musso	1998	\$ 10,576.72	0	Vice President
	1997	\$ 52,778.12	0	President
	1996	0	\$6,781.58	President

OPTION GRANTS IN YEAR ENDED DECEMBER 31, 1998

No options were granted to any executive officers in 1998.

STOCK OPTION PLAN

In May 1998 the Company adopted a stock option plan. Currently, no options are outstanding. The purpose of the stock option plan was to increase the employees and non-employee directors' proprietary interest in HNS and to align more closely their interests with the interests of the shareholders of HNS, as well as to enable HNS to attract and retain the services of experienced and highly qualified employees and non-employees directors.

Options granted under this plan may either be options qualifying as incentive stock options under Section 422 of the Internal revenue Code of 1986, as amended, or options that do not so qualify. Any incentive option must provide for an exercise price of not less than 100% of the fair market value of the underlying shares on the date of such grant, but the exercise price of any incentive option granted to an eligible employee owning more than 10% of the our common stock must be at least 110% of such fair market value as determined on the date of the grant.

The term of each option and the manner in which it may be exercised is determined by the board of directors, provided that no option may be exercisable more that 10 years after the date of its grant and, in the case of an incentive option granted to an eligible employee owning more that 10% of the our common stock, no more than five years after the date of the grant. The exercise price of non-qualified options shall be determined by the board of directors.

We reserved an aggregate of 2,500,000 shares of common stock for issuance of options under the stock option plan. As of November 1, 1999, options to purchase an aggregate of 335,000 have been granted, all of which have been exercised. Therefore, options to purchase 2,165,000 remain. The board of directors or a committee of the board of directors will administer the plan including, without limitation, the selection of the persons who will be granted plan options under the plan, the type of plan options to be granted, the number of shares subject to each plan options and the plan option price.

The per share exercise price of shares granted under the plan may be adjusted in the event of certain changes in the total purchase price payable upon the exercise in full of options granted under the plan. Officers, directors and key employees of and consultants to HNS will be eligible to receive non-qualified options under the plan.

Only officers, directors and employees of HNS who are employed by HNS or by any subsidiary thereof are eligible to receive incentive options.

EMPLOYMENT AGREEMENTS

STEVEN POMERANTZ

Effective January 1, 2000, we entered into a two year employment agreement with Steven A. Pomerantz, Chief Executive Officer, President and Treasurer. The agreement provides for an annual base salary of \$100,000 and is terminable for cause. The agreement also provides for quarterly bonuses of up to \$10,000, based upon our attainment of certain quarterly sales revenue benchmarks. Mr. Pomerantz has, in the past, voluntarily accrued certain portions of his salary owed him by us. To date, all such amounts have been repaid.

CHRISTOPHER TISI

Effective January 1, 2000, Health & Nutrition Systems International, Inc. entered into a two year employment agreement with Christopher Tisi, the company's Vice President of Sales & Marketing and Secretary. The agreement provides for an annual base salary of \$100,000 and is terminable for cause. The agreement also provides for quarterly bonuses of up to \$10,000, based upon our attainment of certain quarterly sales revenue benchmarks.

ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company has, in the past, engaged in related party transactions with J.C. Herbert Bryant III, who, at the time of the transactions, was an officer of the Company, but has since resigned. The entity controlled by this individual, KMS-Thin Tab 100, Inc., purchased products from the Company for resale to its customers on terms no more favorable than those given to unaffiliated third parties in arms'-length transactions. For the nine month period ended September 30, 1999, KMS-Thin Tab 100, Inc. made aggregate purchases of \$104,461.

ITEM 8. DESCRIPTION OF SECURITIES

COMMON STOCK

The Company is authorized to issue 30,000,000 shares of common stock, par value \$.001 per share of which approximately 7,484,894 shares were issued and outstanding as of December 31, 1999. The issued and outstanding shares were fully paid and nonassessable. Holders of the shares are entitled to one vote per share on each matter submitted to a vote at a meeting of shareholders. The common stock do not have cumulative voting rights or preemptive rights and there are no redemption or conversion privileges attached thereto. Holders of common stock are entitled to receive ratably such dividends as may be declared by the company and to participate ratably in the distribution of any assets legally available for distribution with respect to the common stock. The Company does not expect to pay dividends for the foreseeable future.

FLORIDA ANTI-TAKEOVER STATUTES; INDEMNIFICATION

Florida has enacted legislation that may deter or frustrate a take-over of a Florida Corporation. The Florida Control Share Act generally provides that shares acquired in excess of certain specified thresholds will not possess any voting rights unless such voting rights are approved by a majority of the corporation's disinterested shareholders. The Florida Affiliated Transactions Act generally requires super majority approval by disinterested directors or shareholders of certain specified transactions between a corporation and holders of more than 10% of the outstanding voting shares of the corporation (or their affiliates). The Florida law permits the Company's Articles of Incorporation to require the Company to indemnify the Company's directors, officers, employees and agents.

PART II

ITEM 1. MARKET PRICE OF AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY AND OTHER STOCKHOLDER MATTERS

As of December 31, 1999, there were 99 shareholders of record of our common stock. Our common stock is not included for trading on any exchange or quotation system. There are approximately 7,484,894 shares of common stock issued and outstanding.

The Transfer Agent for our common stock is Florida Atlantic Stock Transfer, Inc. 7130 Nob Hill Road, Tamarac, FL 33321.

In January 1997, the shareholders approved an amendment to the articles of incorporation to increase the number of shares of common stock, par value \$0.001 per share. We increased our authorized common stock from 7,500,000 to 30,000,000.

In January 1997, our board of directors authorized a forward stock split of 1.771144278607 shares for each share then outstanding, not including the shares underlying warrants and other shares of common stock which were issued in connection with an offering of shares in 1995, which were canceled. The per share information included in the accompanying financial statements and related notes are restated to reflect this stock split.

DIVIDED POLICY

We have never paid cash dividends on our common stock. We presently intend to retain future earnings, if any, to finance the expansion of our business and does not anticipate that one cash dividends will be paid in the foreseeable future. The future dividends policy will depend on our earnings, capital requirements, expansion plans, financial condition and other relevant factors.

ITEM 2. LEGAL PROCEEDINGS

We are not a party to any material legal proceedings.

ITEM 3. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

Not Applicable

ITEM 4. RECENT SALES OF UNREGISTERED SECURITIES

In October 1995, we sold in a private placement 59,000 shares for a purchase price of \$0.50 per unit, which were ultimately converted into an aggregate of 59,000 shares of our common stock to 10 persons who were either accredited or otherwise sophisticated investors with whom we had pre-existing relationships and access to relevant information concerning us in an offering exempt from registration under the Securities Act in reliance on Sections 3(b) and Rule 504 of Regulation D of the Securities Act. We received gross proceeds of \$29,500 in this transaction. We did not utilize the services of an underwriter and we paid no commissions or other compensation for sales made in this private placement.

In January 1997, we consummated the private sale of an aggregate of 265,000 shares of common stock at a purchase price of \$.50 per share to 24 persons who were either accredited or otherwise sophisticated investors. The securities were exempt from registration under The Securities Act pursuant to Rule 504 of Regulation D thereunder.

In May 1998, we consummated for sale in a private placement to 6 individuals of an aggregate of 57,550 units, each unit consisting of one share of common stock and one warrant to purchase one share of common stock at a purchase price of \$2.00 per share, expiring May 19, 2000 (the "1998 Offering"). Inasmuch as these individuals were either accredited or otherwise sophisticated individuals with whom we had preexisting relationships and had access to relevant information about us, the issuance of these securities was exempt from the registration requirements of the Securities Act pursuant to the exemption set forth in Sections 3(b) and Rule 504 of Regulation D of the Securities Act. We received gross proceeds of \$37,325 and we paid no commissions or other compensation for sales made in this private placement.

In March 1999, we consummated the sale to 51 individuals, in a private placement of units, each consisting of (i) four shares of common stock, (ii) one warrant to purchase one share of common stock at a purchase price of \$.50 per share ("\$.50 Warrants") and (iii) one warrant to purchase one share of common stock at a purchase price of \$2.00 per share (the "1999 Offering"). Each of the \$.50 Warrants and the \$2.00 Warrants expire in one year from their issuance. We issued an aggregate of 1,367,488 shares of common stock, 341,872 \$.50 Warrants and 341,872 \$2.00 Warrants, receiving gross proceeds of \$367,000. Inasmuch as these investors were accredited or otherwise sophisticated investors or had a preexisting relationship with us and access to relevant information concerning us, the issuance of these securities was exempt, from the registration requirements of the Securities Act pursuant to the exemption set forth in Sections 3(b) and Rule 504 of Regulation D of the Securities Act.

ITEM 5. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Florida Business Corporation Act permits the indemnification of directors, employees, officers and agents of Florida corporations. The Company's Articles of Incorporation and Bylaws provided that the Company shall indemnify its directors and officers to the fullest extent permitted by the Corporation Act. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, the Company has been informed 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.

PART F/S

The following audited financial statements for Health & Nutrition Systems International, Inc., including the audited balance sheet at December 31, 1998 and 1997 and the related audited statements of operations, changes in stockholder's equity and cash flows for each of the years ended December 31 1998 and 1997 have been audited by Butner & Kahle CPA's, PA, as indicated in their report with respect thereto, and are included herein in reliance upon the authority of said firm as experts in giving said reports. Also included are additional audited financial statements for the Company, including the audited balance sheet at September 30, 1999 and the related audited statements of operations for the nine months ended September 30, 1999, which financial statements also have been prepared by Butner & Kahle CPA's, P.A. independent certified public accountants.

PART III

EXHIBITS	DESCRIPTION OF EXHIBITS
3.1(a)	Articles of Incorporation of Health & Nutrition Systems International, Inc.
3.1(b)	Amended Articles of Incorporation of Health & Nutrition Systems International, Inc.
3.1(c)	Amended Articles of Inc. of Health & Nutrition Systems International, Inc.
3.2	By-laws of Health & Nutrition Systems International, Inc.
10.1	Employment Agreement between Health & Nutrition Systems International, Inc. and Steven Pomerantz.
10.2	Employment Agreement between Health & Nutrition Systems International, Inc. and Christopher Tisi.
27	Financial Data Schedule

SIGNATURES

In accordance with Section 12 of the Securities Exchange Act of 1934, the Registrant caused this Amendment to its Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

Date: January 31, 2000

By: /s/ Steven Pomerantz

President, Treasurer

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
Audited Financial Statements

September 30, 1999

INDEX TO FINANCIAL STATEMENTS

Independent Auditors Report	F-2
Balance Sheets	F-3
Statements of Operations	F-4
Statement of Stockholders' Equity	F-5
Statements of Cash Flows	F-6
Notes to Financial Statements	F-7

INDEPENDENT AUDITORS REPORT

The Board of Directors and Stockholders
Health & Nutrition Systems International, Inc.
West Palm Beach, Florida

We have audited the accompanying balance sheet of Health & Nutrition Systems International, Inc. as of September 30, 1999, and the related statement of operation, stockholders' equity and cash flows for the nine months then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Health & Nutrition Systems International, Inc. as of September 30, 1999, and the results of its operations and its cash flows for the nine months then ended in conformity with generally accepted accounting principles.

Butner & Kahle CPAs PA
West Palm Beach, Florida
December 22, 1999

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
BALANCE SHEET

September 30, 1999

	1999

ASSETS	
CURRENT ASSETS	
Cash and equivalents	\$ 191,838
Accounts receivable (net of reserve of \$17,872)	241,220
Inventory	182,074
Prepaid expenses and other current assets	3,797

Total current assets	618,929

FIXED ASSETS	
Furniture, fixtures and equipment (net of depreciation of \$60,616)	25,393

OTHER ASSETS	
Other assets (net of amortization of \$1,186)	53,065

Total other assets	53,065

Total Assets	\$ 697,387
	=====
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accounts payable	\$ 220,713
Accrued taxes	13,293
Capital leases -- current portion	4,040
Other current liabilities	42,099

Total current liabilities	280,145

Capital leases -- less current portion	759

Total Liabilities	\$ 280,904

STOCKHOLDERS' EQUITY	
Common stock, \$0.001 par value, authorized 30,000,000 shares 7,487,894 shares issued and outstanding	7,488
Additional paid in capital	685,540
Stock subscription receivable	(330)
Deficit accumulated during development stage	(276,215)

Total stockholders' equity	416,483

Total Liabilities and Stockholders' Equity	\$ 697,387
	=====

The accompanying notes are an integral part of the financial statements.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
STATEMENTS OF OPERATIONS

For the 9 Month Periods Ended September 30, 1999 and 1998

	1999	1998
	-----	-----
REVENUE		(unaudited)
Sales of products	\$ 1,208,212	661,597
Sales of products--Related parties	104,461	45,819
Less: Returns and allowances	(2,510)	(147)
	-----	-----
Net sales	1,310,163	707,269
OPERATING EXPENSES		
Cost of sales	556,143	369,472
	-----	-----
Gross profit	754,020	337,797
	-----	-----
Other operating expenses:		
Selling expenses	225,761	138,310
Office expenses	131,131	60,331
Outside services	74,121	34,405
Salaries, wages and benefits	186,133	158,508
Professional services	32,047	23,726
Occupancy expenses	23,909	22,784
Bad debts	6,027	5,122
Depreciation and amortization	7,931	5,708
Other expenses	7,071	8,113
	-----	-----
Total development stage expense	694,131	457,007
	-----	-----
Profit (loss) before other expenses and taxes:	59,889	(119,210)
	-----	-----
Other income (expense)	3,670	(10,918)
Income taxes	--	--
	-----	-----
Net profit (loss)	\$ 63,559	(130,128)
	=====	=====
Net profit (loss) per share basic	\$ 0.01	(0.02)
	=====	=====
Net profit (loss) per share assuming dilution	\$ 0.01	(0.02)
	=====	=====
Weighted average number of shares	6,668,286	5,848,678
	=====	=====
Weighted average number of shares assuming dilution	7,352,030	5,848,678
	=====	=====

The accompanying notes are an integral part of the financial statements.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

September 30, 1999

	NUMBER OF SHARES OUTSTANDING	COMMON STOCK	ADDITIONAL PAID IN CAPITAL	STOCK SUBSCRIPTION RECEIVABLE	ACCUMULATED DEFICIT	TOTAL STOCKHOLDERS' EQUITY (DEFICIT)
	-----	-----	-----	-----	-----	-----
BALANCES, DECEMBER 31, 1997	5,634,750	\$ 5,635	147,645	(1,087)	(85,380)	\$ 66,813
Shares issued for cash	79,000	79	44,821	--	--	44,900
Options exercised for cash	5,000	5	2,495	--	--	2,500
Shares issued for services	8,856	9	4,419	--	--	4,428
Officer and director options for services exercised	335,000	335	112,625	--	--	112,960
Collection of subscription receivable	--	--	--	60	--	60
Net loss	--	--	--	--	(254,394)	(254,394)
BALANCES, DECEMBER 31, 1998	6,062,606	6,063	312,005	(1,027)	(339,774)	(22,733)
Shares issued for cash	1,425,288	1,425	373,535	--	--	374,960
Collection of subscription receivable	--	--	--	697	--	697
Net profit	--	--	--	--	63,559	63,559
BALANCES, SEPTEMBER 30, 1999	\$7,487,894	\$ 7,488	685,540	(330)	(276,215)	\$ 416,483
	=====	=====	=====	=====	=====	=====

The accompanying notes are an integral part of the financial statements.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
STATEMENTS OF CASH FLOWS

For the 9 Month Periods Ended September 30, 1999 and 1998

	1999 -----	1998 ----- (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES		
Net profit (loss)	\$ 63,559	(130,128)
Adjustment to reconcile net loss to net cash used by development stage activities:		
Depreciation and amortization	7,931	5,708
Shares issued for services and options for services exercised	--	--
(Increase) decrease in accounts receivable	(246,380)	47,455
(Increase) decrease in inventory	(69,215)	99,969
(Increase) decrease in prepaids and other current assets	(1,731)	4,243
Increase (decrease) in accounts payable	106,790	(29,724)
Increase (decrease) in accrued liabilities	10,912	(57,027)
Total adjustments	(191,694)	70,624
Net cash provided (used) by development activities	(128,134)	(59,504)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment in trademarks	(1,748)	(866)
Acquisition of fixed assets	(16,218)	(1,805)
Purchase of company shares for cash	--	--
Net cash provided (used) by investing activities	(17,966)	(2,671)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	374,960	28,052
Proceeds (repayment) of financing and subscription receivable	(2,672)	(3,182)
Advances from (repayments to) related parties	(71,155)	11,305
Net cash provided (used) by financing activities	301,133	36,175
Net increase (decrease) in cash and equivalents	155,033	(26,000)
CASH and equivalents, beginning of period	36,805	63,399
CASH and equivalents, end of period	\$ 191,838 =====	37,399 =====

The accompanying notes are an integral part of the financial statements.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

DESCRIPTION OF BUSINESS--Health & Nutrition Systems International, Inc. ("HNS" or the "Company") is a marketer and distributor of health and nutrition herbal supplements. The Company was incorporated in Florida on October 25, 1993. HNS product sales consist of nine primary dietary supplements: THIN TAB100(R), HEART TABPLUS(TM), SKIN TAB400(R), Ultra Zoom 2000(TM), THIN TABPLUS(TM), ON THE MOVE(TM), THIN TAB(TM) FAT BINDING SYSTEM, CARBCUTTER(TM), THINBAR(TM). These products are sold primarily wholesale to health stores, drug stores, nutrition centers, and other retailers. Additionally, the products are sold through certain related parties to similar customer types. The current markets are concentrated in North America and Puerto Rico. Three manufacturers produce most of the HNS dietary supplements.

USE OF ESTIMATES--The preparation of financial statements in accordance with generally accepted accounting principles requires the use of management's estimates. These estimates are subjective in nature and involve judgments that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at fiscal year end and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

CASH EQUIVALENTS - The Company considers all highly liquid debt instruments purchased with maturities of three or fewer months to be cash equivalents. Cash equivalents consist primarily of investments in money market funds.

INVENTORIES--Inventories are stated at the lower of cost or market with cost being determined on a first-in, first-out basis.

PROPERTY, EQUIPMENT, LEASEHOLD IMPROVEMENTS, AND DEPRECIATION--Property and equipment are carried at depreciated cost. Depreciation is provided using the straight-line method over the estimated economic lives of the assets, which range from three to five years. Leasehold improvements are amortized over the shorter of five years or the lease term. The Company reviews the valuation of fixed assets and their remaining economic lives annually and adjusts depreciation accordingly.

TRADEMARKS--The Company records the costs of trademarks as intangible assets and amortizes their value over their estimated economic life.

REVENUE RECOGNITION--Sales revenue is recognized at the date of shipment to customers. Provision is made for an estimate of product returns and doubtful accounts and is based on historical experience.

ADVERTISING COSTS--Advertising costs are charged to expense as incurred. Advertising expenses for the 9 month periods ending September 30, 1999 and 1998 were \$94,407 and \$28,146, respectively.

STOCK-BASED COMPENSATION--The Company applies the intrinsic value method in accounting for its stock options issued to employees. Accordingly, no compensation expense has been recognized for options granted with an exercise price equal to market value at the date of grant. Compensation is recorded when options are exercised when the exercise price is below the market value of the stock.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS

INCOME TAXES--Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The Company recognizes a liability or asset for the deferred tax consequences of temporary differences. Net deferred tax assets are reviewed for recoverability and valuation allowances are provided, as necessary.

EARNINGS (LOSS) PER COMMON SHARE--Basic earnings (loss) per share is based on the weighted effect of all common shares issued and outstanding, and is calculated by dividing net income (loss) by the weighted average shares outstanding during the period. Diluted earnings per share is calculated by dividing net income by the weighted average number of common shares used in the basic earnings per share calculation plus the number of common shares that would be issued assuming conversion of all potentially dilutive common shares outstanding. The exercise or conversion of securities that would be antidilutive are not presented. This would be the case in 1998. In 1999 the dilutive effect of options if exercised would have been less than \$0.01 per share.

COMPREHENSIVE INCOME--The Company adopted Statement of Financial Accounting Standards ("SFAS") No. 130, "Reporting Comprehensive Income," in the year ended December 31, 1998. The Company did not have any components of comprehensive income during that or the preceding year.

SEGMENT INFORMATION--The Company adopted SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information," in the year ended December 31, 1998. SFAS No. 131 supersedes SFAS No. 14, "Financial Reporting for Segments of a Business Enterprise," replacing the "industry segment" approach with the "management" approach. The management approach designates the internal organization that is used by management for making operating decisions and assessing performance as the source of the Company's reportable segments. SFAS No. 131 also requires disclosures about products and services, geographic areas and major customers. The adoption of SFAS No. 131 did not affect the Company's results of operations or financial position, but did affect the disclosure of segment information.

NOTE 2. INCOME TAXES

The Company has an accumulated deficit since inception. The deferred tax consequence of temporary differences in reporting items for financial statement and income tax purposes have not been recognized because the effect has not been material to the financial statements taken as a whole. Realization of future tax benefits related to deferred tax assets is dependent upon the Company's ability to generate taxable income within the net operating loss carry-forward period, and possible changes in the tax laws prior to or after the filing of tax returns by the Company. Management has considered these factors in determining the valuation allowance for financial reporting purposes. The net income tax effect of temporary differences comprising the deferred tax assets and deferred tax liabilities were \$80,447 and \$37,900 for the 9 month periods ending September 30, 1999 and 1998 respectively subject to valuation allowances of the same amounts.

The reconciliation between statutory federal and state income tax rates and the effective rate, giving effect to loss carry-forwards used to calculate the tax asset and valuation allowance were 25% as to federal and 4% as to state for both September 30, 1999 and 1998.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS

The Company has net operating loss carry-forwards of approximately \$276,213 for tax purposes to affect future taxable income. The net operating loss carry-forwards expire between 2008 and 2019.

NOTE 3. FINANCING ARRANGEMENTS

ACCOUNTS RECEIVABLE FACTORING--The Company factors certain of its accounts receivable with a commercial finance company subsidiary of a bank. The factor purchases receivables for 96.75% of the face amount of certain invoices and the Company maintains a reserve account with the factor of 15% of the outstanding receivables held by the factor. The reserve account may be charged additional fees from 1% to 3% on invoices paid beyond the agreed to terms. The payment of the factored receivables by the customer of the Company is guaranteed by the President of the Company. The factor reserve was 36,447 at September 30, 1999.

NOTE 4. RELATED PARTY TRANSACTIONS

The Company has engaged in related party transactions with an individual who, at the time of the transactions, was an officer of the Company, but has since resigned. The entity controlled by this individual, KMS-Thin Tab 100, Inc., purchased products from the Company for resale to its customers on terms no more favorable than those given to unaffiliated third parties in arms'-length transactions. For the nine month periods ended September 30, 1999 and 1998, KMS-Thin Tab 100, Inc. made aggregate purchases of \$104,461 and \$45, 819, respectively.

NOTE 5. COMMON STOCK

AUTHORIZED SHARES--The Company has authorized 30,000,000 shares of common stock, par value \$0.001 per share.

STOCK OFFERINGS IN PRIVATE PLACEMENTS--The Company has engaged in several private placements of common stock. In 1998, the Company offered 700,000 shares of common stock and 700,000 warrants to purchase one common share at \$2.00 for a combined price of \$1.10 per share and warrant. This offering was amended in March, 1999 when the Company offered four shares of common stock and two warrants to purchase one share each, one at \$0.50 and one at \$2.00. In this offering the Company received \$376,060 and issued 1,363,488 shares of common stock and the corresponding warrants.

STOCK AND OPTIONS ISSUED FOR SERVICES--The Company authorized the 1998 Stock Option Plan of the Corporation in May, 1998. The plan set aside a reserve of 2,500,000 shares of common stock for this purpose. At this time, the board of directors granted 335,000 to two board members to purchase shares at \$0.001 per share. The options were exercised and restricted shares were issued. The Company recorded \$112,960 in compensation to those directors, or \$0.337 per share. A total of 61,800 additional shares were issued during the nine months ended September 30, 1999 at \$0.001 per share.

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 6. COMMITMENTS, CONTINGENCIES, AND CERTAIN CONCENTRATIONS

LEASE COMMITMENTS--The Company leases its office and warehouse space under the extension of a lease to December 31, 2002. The lease payments are \$2,010 per month.

The Company also leases various equipment under non-cancelable financing leases. The future annual lease payments at September 30, 1999 were as follows: \$4,040 in the period ending September 30, 2000 and \$759 in the period ending September 30, 2001.

LEGAL MATTERS--The Company has been subject to legal proceedings and claims arising in the ordinary course of business. The Company disputed a bill for promotional materials from 1995. The vendor has not sought collection since that time and management does not expect any potential outcome to have a material adverse effect on the Company's financial condition, results of operations, or cash flows. The Company is also subject to two actions which in the aggregate claim \$30,000. The Company denies any liability in these actions and is defending them.

PRODUCT LIABILITY--The Company is insured for product liability claims and uses vendors who are also insured. There is a risk that that certain vendors may not have sufficient product liability insurance or may lose their insurance, or the Company may not be able to insure at reasonable cost. In any of these events, there could be a material adverse effect on the financial condition, results of operations, or cash flows of the Company.

CERTAIN CONCENTRATIONS--The Company purchases a number of its products from single sources and has sales to several major customers. The loss of any one source or major customer could adversely affect the financial condition, results of operations, or cash flows.

NOTE 8. SUBSEQUENT EVENTS

The Company has committed approximately \$71,000 for advertising in the early part of the year 2000 and has paid \$56,000 of this commitment in advance in October, 1999. The Company entered into a lease for a new phone system in October, 1999 with a value of approximately \$11,000.

State of Florida

[Seal]

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC., a Florida corporation, filed on October 25, 1993, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H93000008594. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P93000073807.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fifth day of October, 1993

Authentication Code: 693A00136169-102593-P93000073807-1/1

[Seal]

/s/ Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

THE UNDERSIGNED, for the purpose of forming a corporation for profit pursuant to Chapter 607, Florida Statutes, does hereby adopt the following Articles of Incorporation:

WITNESSETH:

ARTICLE I
NAME

The name of the Corporation is:

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

The mailing address is:

6680 E. Rogers Circle, Boca Raton, Florida 33487.

ARTICLE II
DURATION

This Corporation shall have perpetual existence commencing on the date of the filing of these Articles of Incorporation with the Department of the State of Florida.

ARTICLE III
PURPOSES

This Corporation is organized for the purpose of transacting any and all lawful business.

ARTICLE IV
CAPITAL STOCK

This Corporation is authorized to issue 1,000 shares of \$1.00 par value common stock.

ARTICLE V
QUORUM FOR STOCKHOLDERS MEETINGS

Unless otherwise provided for in the corporation's bylaws, a majority of the shares entitled to vote, represented in person or by proxy, shall be required to constitute a quorum at a meeting of shareholders.

ARTICLE VI
INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this Corporation is: 2455 E. Sunrise Blvd., Suite 905, Fort Lauderdale, Florida 33304, and the name of the initial registered agent of this Corporation is: Diane M. Perry, Esquire.

ARTICLE VII
INITIAL BOARD OF DIRECTORS

This Corporation shall have one director. The number of directors may be either increased or decreased from time to time in the manner provided in the Bylaws, but shall be never less than one. The name and address of the Director of the Corporation is as follows:

Tony Musso, Jr., Director
6680 E. Rogers Circle
Boca Raton, Florida 33487

ARTICLE VIII
INDEMNIFICATION

The Corporation shall indemnify its officers, directors, and authorized agents for all liabilities incurred directly, indirectly, or incidentally to services performed for the Corporation, to the fullest extent permitted under Florida law existing now or hereinafter enacted.

ARTICLE IX
LIMITATION ON SHAREHOLDER SUITS

Shareholders shall not have a cause of action against the Corporation's officers, directors or agents as a result of any action taken, or as a result of their failure to take any action, unless deprivation of such right is deemed a nullity because, in the specific case, deprivation of a right of action would be impermissibly in conflict with the public policy of the State of Florida. The fact that this Article shall be inapplicable in certain circumstances shall not render it inapplicable in any other circumstances and the Courts of the State of Florida are hereby granted specific authority to restructure this Article, on a case by case basis or generally, as required to most fully give legal effect to its intent.

ARTICLE X
INCORPORATOR

The Incorporator is TONY MUSSO, JR. The Incorporator's address is 6680 E. Rogers Circle, Boca Raton, Florida 33487.

* * *

IN WITNESS WHEREOF, I have subscribed my name this 22nd day of October, 1993.

/s/ Tony Musso, Jr.

Tony Musso, Jr., Incorporator

STATE OF FLORIDA
COUNTRY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of October, 1993, by TONY MUSSO, JR., who is personally known to me / or who has produced the foregoing identification _____.

/s/ Abby J. Blackman

NOTARY PUBLIC
STATE OF FLORIDA
Name: Abby J. Blackman
Title:

My Commission expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 22, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Commission Number: CC138623

CERTIFICATE DESIGNATING REGISTERED AGENT

In compliance with Section 48.091 Florida Statutes, the following is submitted:

That HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC., desires to organize under the laws of the State of Florida and has named:

Diane M. Perry, Esq.
2455 E. Sunrise Blvd., Suite 905
Fort Lauderdale, Florida 33304

as its agent to accept service of process within the State of Florida.

/s/ Diane M. Perry

DIANE M. PERRY, ESQUIRE

(SEAL)

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 23, 1994

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.
6680 EAST ROGERO CIRCLE
BOCA RATON, FL 33487

Re: Document Number P93000073807

The Articles of Amendment to the Articles of Incorporation of HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC., a Florida corporation, were filed on December 22, 1994.

This Document was electronically received and filed under FAX audit number H94000012326.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Tawana McClellan
Corporate Specialist
Division of Corporations

Letter Number: 594A00054216

Division of Corporations - P.O. Box 6327 - Tallahassee, Florida 32314

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

The Articles of Incorporation of the above-named corporation (the "Corporation"), filed with the Secretary of State on the 25th day of October, 1993 was assigned Document Number P93000073807, are hereby amended pursuant to a written consent in lieu of meeting executed by the holders of all the Corporation's Common Stock and all of the Corporation's Directors on the 21st day of December, 1994, as follows:

ITEM 1

1. ARTICLE IV - CAPITAL STOCK is hereby amended to read as follows:

ARTICLE IV
CAPITAL STOCK

The corporation is authorized to issue 7,500,000 shares of stock at \$.001 par value common stock.

This Articles of Amendment to the Articles of Incorporation was adopted by the shareholders and directors on the 21st day of December, 1994.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation this 21st day of December, 1994.

By: /s/ Tony Musso, Jr.

Tony Musso, Jr.,
Director and Treasurer

By: /s/ Tony D'Amato

Tony D'Amato,
President and Secretary

STATE OF FLORIDA

(LOGO)

DEPARTMENT OF STATE

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 24, 1997, to Articles of Incorporation for HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC., a Florida corporation, as shown by the records of this office.

In further certify the document was electronically received under FAX audit number H97000001424. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P93000073807.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of January, 1997

Authentication Code: 097A00003897-012797-P93000073807-1/1

(SEAL)

/s/ Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2E022 (1-95)

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Health & Nutrition Systems International, Inc.

SECOND: The following provision of the Articles of Incorporation of Health & Nutrition Systems International, Inc., a Florida Corporation, filed with the Secretary of State on October 25, 1993, as amended on December 22, 1994, is hereby further amended as follows:

Article IV of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and is amended to read as follows:

"ARTICLE IV
CAPITAL STOCK

This Corporation is authorized to issue 30,000,000 shares of common stock, par value \$.001 per share."

THIRD: The foregoing amendment of the Articles of Incorporation was adopted as of the 20th day of January, 1997, by written consent of all of the members of the Board of Directors and approved by written consent of the holders of a majority of the outstanding stock of the corporation as of the 20th day of January, 1997, and the number of votes was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation as of the 23rd day of January, 1997, and does hereby certify that the facts stated in these Articles of Amendment to the Articles of Incorporation are true and correct.

Health & Nutrition Systems International, Inc.

By: /s/ Tony Musso

Tony Musso, President

RESTATED BYLAWS

OF

HEALTH & NUTRITION SYSTEMS INTERNATIONAL, INC.

ADOPTED DECEMBER 21, 1994

ARTICLE I

ARTICLES OF INCORPORATION AND PROVISIONS OF LAW

These Bylaws, the powers of the Corporation and of its directors and shareholders and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to such provisions in regard thereto, if any, as are provided by law or set forth in the Articles of Incorporation. All references herein to the Articles of Incorporation shall be construed to mean the Articles of Incorporation of the Corporation as from time to time amended.

ARTICLE II

OFFICES

SECTION 2.01. Principal Office. The principal office of the Corporation shall be located in West Palm Beach, Florida or such other place within or without the State of Florida as may be determined by the Board of Directors from time to time.

SECTION 2.02. Other Offices. The Corporation may also have an office or offices at such other place or places either within or without the State of Florida as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE III

MEETINGS OF SHAREHOLDERS

SECTION 3.01. Place of Meetings. All meetings of the shareholders of the Corporation shall be held at the principal office of the Corporation or at such other place, within or without the State of Florida, as shall be fixed by the Board of Directors and specified in the respective notices or waivers of notice of said meetings.

SECTION 3.02. Annual Meetings. The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may come before the meeting shall be held on the first Wednesday in January in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day not a legal holiday. If such annual meeting is omitted by oversight or otherwise on the day herein provided therefor, a special meeting may be held in place thereof, and any business transacted or elections held at such special meeting shall have the same effect as if transacted or held at the annual meeting. The purposes for which an annual meeting is to be held, in addition to those prescribed by law or these Bylaws, may be specified by a majority of the Board of Directors, the President or a shareholder or shareholders holding of record at least ten percent (10%) in voting power of the outstanding shares of the Corporation entitled to vote at such meeting.

SECTION 3.03. Special Meetings. A special meeting of the shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the President, by order of the Board of Directors or by a shareholder or shareholders holding of

record at least ten percent (10%) in voting power of the outstanding shares of the Corporation entitled to vote at such meeting.

SECTION 3.04. Notice of Meetings. Notice of each meeting of the shareholders shall be given to each shareholder of record entitled to vote at such meeting at least ten (10) days but not more than sixty (60) days before the day on which the meeting is to be held. Such notice shall be given by telephone, telegraph, teletype or other form of electronic communication or by delivering a written or printed notice thereof personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the shareholder at the address of such shareholder as it appears upon the stock record books of the Corporation, or at such other address as such shareholder shall have provided to the Corporation for such purpose. No publication of any notice of a meeting of shareholders shall be required. Every such notice shall state the time and place of the meeting, and, in case of a special meeting, shall state the purpose or purposes thereof. Notice of any meeting of shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy or who shall waive notice thereof in the manner hereinafter provided. Notice of any adjourned meeting of the shareholders shall not be required to be given.

SECTION 3.05. Quorum. At each meeting of the shareholders, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the shares so represented at such meeting, or, in the absence of all the shareholders entitled to vote, any officer entitled to preside or to act as secretary at such meeting, may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The absence from any meeting of shareholders holding a sufficient number of shares required for action on any given matter shall not prevent action at such meeting upon any other matter or matters which properly come before the meeting, if shareholders holding a sufficient number of shares required for action on such other matter or matters shall be present. The shareholders present or represented at any duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 3.06 Voting. Each shareholder of the Corporation shall, whether the voting is by one or more classes voting separately or by two or more classes voting as one class, be entitled to one vote in person or by proxy for each share of the Corporation registered in the name of such shareholder on the books of the Corporation. The Corporation shall not vote directly or indirectly any shares held in its own name. Any vote of shares may be given by the shareholder entitled to vote such shares in person or by proxy appointed by an instrument in writing. At all meetings of the shareholders at which a quorum is present, all matters (except where other provision is made law or by these Bylaws) shall be decided by the affirmative vote of holders of a majority of the shares present in person or represented by proxy and entitled to vote thereat.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.01. General Powers. The property, affairs and business of the Corporation shall be managed by the Board of Directors, and the Board shall have, and may exercise, all of the powers of the Corporation, except such as are conferred by these Bylaws upon the shareholders.

SECTION 4.02. Number, Qualifications and Term of Office. The number of directors to constitute the Board of Directors shall be such number, not less than one (1) nor more than nine (9), as shall be fixed from time to time by the shareholders at any annual meeting or at any special meeting called for the purpose; provided, however, that between such meetings of shareholders the number so fixed may at any time be increased or decreased, subject to the above-specified limits, by the affirmative vote of a majority of the Board of Directors. The number of directors and the names and addresses of the persons constituting the initial Board of Directors shall be as set forth in the Articles of Incorporation, except (a) any such person who shall decline such office by a writing filed with the Corporation shall not be a director, and (b) until the issuance of any capital stock of the Corporation entitled to vote upon the election of directors, the incorporators may remove any director so named and may elect new directors.

Thereafter, Directors shall be elected by the shareholders at each annual meeting of shareholders, or at any special meeting held in place thereof, except as provided in this Article. Each director shall hold office until the next annual election of directors and until his successor shall have been duly elected and qualified, or until the death, resignation or removal of such directors in the manner herein provided. No director need be a shareholder.

SECTION 4.03. Election of Directors. Subject to any provisions in the Articles of Incorporation providing for cumulative voting, at each meeting of the shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes shall be the directors, and each shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, for as many nominees as the number of directors fixed as constituting the Board of Directors and to cast for each such nominee as many votes as the number of shares which such shareholder is entitled to vote, without the right to cumulate such votes.

SECTION 4.04 Quorum and Manner of Acting. A majority of the total number of directors at the time in office shall constitute a quorum for the transaction of business at any meeting and, except as otherwise provided by these Bylaws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time without further notice until a quorum be had. The directors shall act only as a Board, and the individual directors shall have no power as such.

SECTION 4.05. Place of Meetings. The Board of Directors may hold its meetings at any place within or without the State of Florida as it may from time to time determine or shall be specified or fixed in the respective notices or waivers of notice thereof.

SECTION 4.06. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual election of directors on the same day and at the same place at which such election of directors was held. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the directors

SECTION 4.07. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by vote determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day not a legal holiday. Notice of regular meetings need not be given.

SECTION 4.08. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by not less than twenty-five percent (25%) of the members of the Board of Directors. Notice of each such meeting shall be given by, or at the order of, the Secretary or the person calling the meeting to each director by telephone or by mailing the same addressed to the director's residence or usual place of business, or personally by delivery or by telegraph, cable or telephone, at least two (2) days before the day on which the meeting is to be held. Every such notice shall describe, if by telephone notice, or if in writing, state the time and place of the meeting but need not state the purpose thereof except as otherwise in these Bylaws expressly provided.

SECTION 4.09. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 4.10. Telephone Meetings. Meetings of the Board of Directors, regular or special, may be held by means of a telephone conference circuit and connection to such circuit shall constitute presence at such meeting.

SECTION 4.11. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the affirmative vote of the holders of record of a majority of the issued and outstanding shares entitled to vote for the election of directors of the Corporation given at a special meeting of the shareholders called and held for the purpose.

SECTION 4.12. Resignation. Any director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the Chairman of the Board or to the Secretary of the Corporation. The resignation of any director shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4.13. Vacancies. Subject to any provisions of the Articles of Incorporation providing for cumulative voting, any vacancy in the Board of Directors caused by death, resignation, removal, disqualification, an increase in the number of directors, or any other cause, may be filled by a majority vote of the remaining directors then in office, though less than a quorum, at any regular meeting or special meeting, including the meeting at which any such vacancy may arise, or by the shareholders of the Corporation at the meeting at which any such vacancy may arise or the next annual meeting or any special meeting, and each director so elected shall hold office until the next annual election of directors, and until a successor shall have been duly elected and qualified, or until the death or resignation or removal of such director in the manner herein provided.

ARTICLE V EXECUTIVE COMMITTEE

SECTION 5.01. Appointment. The Board of Directors may designate two or more of its members to constitute an Executive Committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

SECTION 5.02. Authority. The Executive Committee, when the Board of Directors is not in session, shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the Executive Committee and except also that the Executive Committee shall not have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the shareholders a voluntary dissolution of the Corporation or a revocation thereof, increasing the number of directors constituting the Board of Directors, filling any vacancies on the Board of Directors, removing or electing any officer of the Corporation or amending the Bylaws of the Corporation.

SECTION 5.03. Tenure and Qualifications. Each member of the Executive Committee shall hold office until the next regular annual meeting of the Board of Directors following designation and until a successor is designated as a member of the Executive Committee and is elected and qualified or until the death or resignation or removal of such member in the manner herein provided.

SECTION 5.04. Meetings. Regular meetings of the Executive Committee may be held without notice at such times and places as the Executive Committee may fix from time to time by resolution. Special meetings of the Executive Committee may be called by any member thereof upon not less than two (2) days' notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the Executive Committee at such member's business address. Any member of the Executive Committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the Executive Committee need not state the business proposed to be transacted at the meeting.

SECTION 5.05. Telephone Meetings. Meetings of the Executive Committee may be held by means of a telephone conference circuit shall constitute attendance at such meeting.

SECTION 5.06. Quorum. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive Committee shall be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

SECTION 5.07. Vacancies. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the full Board of Directors.

SECTION 5.08. Resignations and Removal. Any member of the Executive Committee may be removed at any time with or without cause by the Board of Directors. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.09. Procedure. The Executive Committee may elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE VI
WAIVER OF NOTICE: WRITTEN CONSENT

SECTION 6.01. Waiver of Notice. Notice of the time, place and purpose of any meeting of the shareholders, Board of Directors or Executive Committee may be waived in writing by any shareholder or director either before or after such meeting. Attendance in person, or in case of a meeting of the shareholders, by proxy, at a meeting of the shareholders, Board of Directors or Executive Committee shall be deemed to constitute a waiver of notice thereof.

SECTION 6.02. Written Consent of Shareholders. Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting upon the written consent of less than all of the shareholders entitled to vote thereon, or their proxies, to the extent and in the manner permitted by Section 607.0704 of the Florida Business Corporation Act, as amended from time to time.

SECTION 6.03. Written Consent of Directors. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or Executive Committee may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before or after such action by all of the directors, or all of the members of the Executive Committee, as the case may be. Such written consent shall be filed with the records of the Corporation.

ARTICLE VII
OFFICERS

SECTION 7.01. Number. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time appoint, including a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. One person may hold the offices and perform the duties of any two or more of said officers.

SECTION 7.02. Election, Qualifications and Term of Office. Each officer shall be elected annually by the Board of Directors, or from time to time to fill any vacancy, and shall hold office until a successor shall have been duly elected and qualified, or until the death, resignation or removal of such officer in the manner hereinafter provided.

SECTION 7.03. Removal. Any officer may be removed by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose, whenever in the judgment of the Board of Directors the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 7.04. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or the Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

SECTION 7.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 7.06. Chairman of the Board. The Chairman of the Board shall be a director and shall preside at all meetings of the Board of Directors and shareholders. Subject to

determination by the Board of Directors, the Chairman shall have general executive powers and such specific powers and duties as from time to time may be conferred or assigned by the Board of Directors.

SECTION 7.07. The President. The President shall be the chief executive officer of the Corporation and shall have general direction of the affairs of the Corporation. In addition, the President shall perform such other duties and have such other responsibilities as the Board of Directors may from time to time determine. In the absence of the Chairman of the Board, the President shall preside at all meetings of the shareholders.

SECTION 7.08. The Vice Presidents. The Vice President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

SECTION 7.09. The Secretary. The Secretary shall record or cause to be recorded in books provided for the purpose all the proceedings of the meetings of the Corporation, including the shareholders, the Board of Directors, Executive Committee and all committees of which a secretary shall not have been appointed; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; shall be custodian of the records (other than financial) and of the seal of the Corporation; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned by the Board of Directors or the President.

SECTION 7.10. The Assistant Secretaries. At the request, or in absence or disability, of the Secretary, the Assistant Secretary designated by the Secretary or the Board of Directors shall perform all the duties of the Secretary and, when so acting, shall have all the powers of the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary.

SECTION 7.11. The Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds to the credit of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; disburse the funds of the Corporation under the general control of the Board of Directors, based upon proper vouchers for such disbursements; receive, and give receipts for, moneys due and payable to the corporation from any source whatsoever, render a statement of the condition of the finances of the Corporation at all regular meetings of the Board of Directors, and a full financial report at the annual meeting of the shareholders, if called upon to do so; and render such further statements to the Board of Directors and the President as they may respectively require concerning all transactions as Treasurer or the financial condition of the Corporation. The Treasurer shall also have charge of the books and records of account of the Corporation, which shall be kept at such office or offices of the Corporation as the Board of Directors shall from time to time designate; be responsible for the keeping of correct and adequate records of the assets, liabilities, business and transactions of the Corporation; at all reasonable times exhibit the books and records of account to any of the directors of the Corporation upon application at the office of the Corporation where such books and records are kept; be responsible for the preparation and filing of all reports and returns relating to or based upon the books and records of the Corporation kept under the direction of the Treasurer; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors or the President.

SECTION 7.12. The Assistant Treasurers. At the request, or in the absence or disability, of the Treasurer, the Assistant Treasurer designated by the Treasurer or the Board of Directors

shall perform all the duties of the Treasurer, and when so acting, shall have all the powers of the Treasurer. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer.

SECTION 7.13. General Powers. Each officer shall, subject to these Bylaws, have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to the respective office, and such duties and powers as the Board of Directors shall from time to time designate.

SECTION 7.14. Bonding. Any officer, employee, agent or factor shall give such bond with such surety or sureties for the faithful performance of his or her duties as the Board of Directors may, from time to time, require.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each person who at any time is, or shall have been, a director or officer of the Corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, employee or agent of the Corporation, or is or has served at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such action, suit or proceeding to the full extent permitted under Section 607.0850 of the Florida Business Corporation Act, as from time to time amended. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such director, officer, employee or agent may be entitled, under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX EXECUTION OF DOCUMENTS

SECTION 9.01. Contract, etc., How Executed. Unless the Board of Directors shall otherwise determine, the (i) Chairman of the Board, President, any Vice President or the Treasurer and (ii) any other officer of the Corporation, acting jointly, may enter into any contract or execute any contract or other instrument, the execution of which is not otherwise specifically provided for, in the name and on behalf of the Corporation. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any other or additional officer or officers, agent or agents, of the Corporation to enter into any contract or execute and deliver any contract or other instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless authorized so to do by these Bylaws or by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or to any amount.

SECTION 9.02. Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes, or other evidences of indebtedness, bills of lading, warehouse receipts and insurance certificates of the Corporation, shall be signed or endorsed by such officer or officers, employee or employees, of the Corporation as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE X
BOOKS AND RECORDS

SECTION 10.01. Place. The books and records of the Corporation, including the stock record books, shall be kept at such places within or without the State of Florida, as may from time to time be determined by the Board of Directors.

SECTION 10.02. Addresses of Shareholders. Each shareholder shall designate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be served upon or mailed, and if any shareholder shall fail to designate such address, corporate notices may be served by mail directed to the shareholder's last known post office address, or by transmitting a notice thereof to such address by telegraph, cable, or telephone.

ARTICLE XI
SHARES AND THEIR TRANSFER

SECTION 11.01. Certificates for Shares. The Board of Directors may authorize the issue of some or all shares of any of its classes or series without certificates. In every such instance, a written statement of the information required on certificates by Section 607.0625(2) and (3) and, if applicable, Section 607.0627 of the Florida Business Corporation Act shall be sent by the Corporation to the shareholder within a reasonable time after the issue or transfer of such shares without certificates. If the Board of Directors authorizes shares to be represented by certificates, every owner of shares of the Corporation shall be entitled to have a certificate certifying the number of shares owned by such owner in the Corporation and designating the class of shares to which such shares belong, which shall otherwise be in such form, in conformity to law, as the Board of Directors shall prescribe. Each such certificate shall be signed by the President or any Vice President and the Secretary or any Assistant Secretary or as otherwise designated by the Board of Directors.

SECTION 11.02. Record. A record shall be kept of the name of the person, firm or corporation owning the shares of the Corporation issued, the number of shares represented by each certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 11.03. Transfer of Shares. Transfers of shares of the Corporation represented by a certificate shall be made only on the books of the Corporation by the registered holder thereof, or by such holder's attorney thereunto authorized, and on the surrender of the certificate or certificates for such shares properly endorsed or accompanied by a properly executed stock power.

SECTION 11.04. Closing of Transfer Books; Record Dates. Insofar as permitted by law, the Board of Directors may direct that the stock transfer books of the Corporation be closed for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or the date for the payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares of the Corporation shall go into effect, or for a period not exceeding seventy (70) days in connection with obtaining the consent of shareholders for any purpose; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may, insofar as permitted by law, fix in advance a date, not exceeding seventy (70) days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or

conversion or exchange of shares of the Corporation shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting or any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any change, conversion or exchange of shares of the Corporation, or to give such consent, and in each such case shareholders and only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights or to give such consent, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after any such record date fixed as aforesaid.

SECTION 11.05. Lost, Destroyed or Mutilated Certificates. In case of the alleged loss or destruction or the mutilation of a certificate representing shares of the Corporation, a new certificate may be issued in place thereof, in the manner and upon such terms as the Board of Directors may prescribe.

ARTICLE XII
SEAL

The Board of Directors may provide for a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and the state and year of incorporation.

ARTICLE XIII
FISCAL YEAR

Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall be the year or other fiscal period ending on the last day of December of each year.

ARTICLE XIV
AMENDMENTS

Except as provided otherwise herein, all Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be adopted either by the vote of a majority of the outstanding shares of the Corporation entitled to vote in respect thereof, or by the vote of the Board of Directors, provided that in each case notice of the proposed alteration or repeal or of the proposed new Bylaws be included in the notice of the meeting at which such alteration, repeal or adoption is acted upon, and provided further that any such action by the Board of Directors may be changed by the shareholders, except that no such change shall affect the validity of any actions theretofore taken pursuant to the Bylaws as altered, repealed or adopted by the Board of Directors.

If authorized by the Articles of Incorporation, the adoption or amendment of a bylaw that adds, changes or deletes a greater quorum or voting requirement for shareholders must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater. A bylaw that fixes a greater quorum or voting requirement for shareholders may not be adopted, amended or repealed by the Board of Directors.

Action by the Board of Directors to adopt or amend a bylaw that changes the quorum or voting requirement for the Board of Directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into by and between HEALTH AND NUTRITION SYSTEMS, INC. ("HNS" or the "EMPLOYER"), a Florida corporation, and STEVEN POMERANTZ, an individual (the "Employee").

PREAMBLE

WHEREAS, the Employer desires to retain the Employee; and

WHEREAS, the Employee is willing to enter into the employ of the Employer, subject to the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereby exchanged, as well as of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Employer and the Employee (collectively hereinafter referred to as the "Parties"), intending to be legally bound, hereby agree as follows:

WITNESSETH:

ARTICLE ONE
TERM, RENEWALS, EARLIER TERMINATION

1.1 Term.

This Agreement shall be for an initial term of two (2) years, commencing on , 2000.

ARTICLE TWO
SCOPE OF EMPLOYMENT

2.1 Retention.

The Employer hereby hires the Employee and the Employee hereby accepts such employment, in accordance with the terms, provisions, and conditions of this Agreement.

2.2 General Description of Duties.

The Employee shall perform all duties requested by the Employer, including, without limitation, such duties as are generally associated with the position of Chief Operating Officer.

ARTICLE THREE
COMPENSATION

3.1 Salary.

The Employee shall be entitled to compensation from Employer as follows:

I. During the term of employment Employee shall receive a base salary of One Hundred Thousand and No/100 (\$100,000.00) Dollars per year paid in Twenty-six (26) equal payments of Three Thousand Eight Hundred Forty-Six and 15/100 (\$3,846.15) Dollars paid every two (2) weeks. Notwithstanding the foregoing, the Employer may terminate the services of the Employee at any time for cause. Cause shall include, but is not limited to fraud, theft, failure to devote substantial time and effort to the company's business.

3.2 Expenses and Bonus.

a) Employee shall be entitled to receive payment and/or reimbursement for expenses incurred that are of a business nature.

b) Employee shall in addition to salary and expenses be entitled to payment of a bonus payable quarterly with the first quarter ending in December, 1999 equal to 1/4 of 1% of net quarterly sales only if sales in the quarter is greater than Six Hundred Thousand and No/100 (\$600,000.00) Dollars. The maximum quarterly bonus that can be earned is Ten Thousand and No/100 (\$10,000.00) Dollars.

3.3 Employee shall be entitled to all benefits available to employees, including, but not limited to health insurance, life and/or disability insurance, sick pay, vacation pay, etc.

ARTICLE FOUR
MISCELLANEOUS

4.1 Notices.

All notices, demands or other communications hereunder shall be in writing, and unless otherwise provided, shall be deemed to have been duly given on the first business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO EMPLOYER: HEALTH AND NUTRITION SYSTEMS, INC.
3750 Investment Lane, Bldg. 5
West Palm Beach, FL 33404

TO EMPLOYEE: STEVEN POMERANTZ
3750 Investment Lane, Bldg. 5
West Palm Beach, FL 33404

in each case, with a copy to Mark C. Perry, Esq.; The International Building, 2455 East Sunrise Boulevard, Suite 905, Fort Lauderdale, Florida 33304, the Employee's legal counsel; or to such other person as either Party shall designate to the other for such purposes in the manner hereinabove set forth.

4.2 Amendment.

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of said modification, waiver, amendment, discharge or change is sought.

4.3 Merger.

This instrument contains all of the understandings and agreements of the Parties with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

4.4 Survival.

The several representations, warranties, and covenants of the Parties contained herein shall survive the execution hereof and shall be effective regardless of any investigation that may have been made or may be made by or on behalf of any Party.

4.5 Severability.

If any portion of any provision of this Agreement, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision or portion of such provisions of this Agreement or the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby.

4.6 Governing Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the Parties in any matter pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

4.7 Litigation.

In any action between the Parties to enforce any of the terms of this Agreement or any matter arising from this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees up to and including all negotiations, trials and appeals, whether or not litigation is initiated.

4.8 Benefit of Agreement.

This Agreement may be assigned only by the Employer, the Employee's duties being of a personal nature. Subject to the restrictions on transferability and assignment contained herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, personal representative, estate, heirs and legatees.

4.9 Captions.

The captions in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.

4.10 Number and Gender.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Party or Parties, or their personal representatives, successors and assigns may require.

4.11 Further Assurances.

The parties hereby agree to do, execute, acknowledge and deliver or cause to be done, executed or acknowledged or delivered and to perform all such acts and deliver all such deeds, assignments, transfers, conveyances, powers of attorney, assurances, stock certificates and other documents, as may, from time to time, be required herein to effect the intent and purposes of this Agreement.

4.12 Status.

Nothing in this Agreement shall constitute a partnership, joint venture, agency, or lessor-lessee relationship; but, rather, the relationship established hereby is that of employer-employee.

4.12 Counterparts.

This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one Agreement notwithstanding that all signatories are not signatories to the original or the same counterpart.

IN WITNESS THEREOF, the Parties have executed this Agreement, effective as of the ____ day of _____, 1999.

Signed, Sealed & Delivered
In Our Presence

EMPLOYER:
HEALTH AND NUTRITION SYSTEMS, INC.

By: _____

Attest: _____

(CORPORATE SEAL)

EMPLOYEE:

By: _____

STEVEN POMERANTZ

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into by and between HEALTH AND NUTRITION SYSTEMS, INC. ("HNS" or the "EMPLOYER"), a Florida corporation, and CHRISTOPHER TISI, an individual (the "Employee").

PREAMBLE

WHEREAS, the Employer desires to retain the Employee; and

WHEREAS, the Employee is willing to enter into the employ of the Employer, subject to the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereby exchanged, as well as of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Employer and the Employee (collectively hereinafter referred to as the "Parties"), intending to be legally bound, hereby agree as follows:

WITNESSETH:

ARTICLE ONE
TERM, RENEWALS, EARLIER TERMINATION

1.1 Term.

This Agreement shall be for an initial term of two (2) years, commencing on , 2000.

ARTICLE TWO
SCOPE OF EMPLOYMENT

2.1 Retention.

The Employer hereby hires the Employee and the Employee hereby accepts such employment, in accordance with the terms, provisions, and conditions of this Agreement.

2.2 General Description of Duties.

The Employee shall perform all duties requested by the Employer, including, without limitation, such duties as are generally associated with the position of Chief Operating Officer.

ARTICLE THREE
COMPENSATION

3.1 Salary.

The Employee shall be entitled to compensation from Employer as follows:

I. During the term of employment Employee shall receive a base salary of One Hundred Thousand and No/100 (\$100,000.00) Dollars per year paid in Twenty-six (26) equal payments of Three Thousand Eight Hundred Forty-Six and 15/100 (\$3,846.15) Dollars paid every two (2) weeks. Notwithstanding the foregoing, the Employer may terminate the services of the Employee at any time for cause. Cause shall include, but is not limited to fraud, theft, failure to devote substantial time and effort to the company's business.

3.2 Expenses and Bonus.

a) Employee shall be entitled to receive payment and/or reimbursement for expenses incurred that are of a business nature.

b) Employee shall in addition to salary and expenses be entitled to payment of a bonus payable quarterly with the first quarter ending in December, 1999 equal to 1/2 of 1% of net quarterly sales only if sales in the quarter is greater than Six Hundred Thousand and No/100 (\$600,000.00) Dollars. The maximum quarterly bonus that can be earned is Ten Thousand and No/100 (\$10,000.00) Dollars.

3.3 Employee shall be entitled to all benefits available to employees, including, but not limited to health insurance, life and/or disability insurance, sick pay, vacation pay, etc.

ARTICLE FOUR
MISCELLANEOUS

4.1 Notices.

All notices, demands or other communications hereunder shall be in writing, and unless otherwise provided, shall be deemed to have been duly given on the first business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO EMPLOYER: HEALTH AND NUTRITION SYSTEMS, INC.
3750 Investment Lane, Bldg. 5
West Palm Beach, FL 33404

TO EMPLOYEE: CHRISTOPHER TISI
3750 Investment Lane, Bldg. 5
West Palm Beach, FL 33404

in each case, with a copy to Mark C. Perry, Esq.; The International Building, 2455 East Sunrise Boulevard, Suite 905, Fort Lauderdale, Florida 33304, the Employee's legal counsel; or to such other person as either Party shall designate to the other for such purposes in the manner hereinabove set forth.

4.2 Amendment.

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of said modification, waiver, amendment, discharge or change is sought.

4.3 Merger.

This instrument contains all of the understandings and agreements of the Parties with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

4.4 Survival.

The several representations, warranties, and covenants of the Parties contained herein shall survive the execution hereof and shall be effective regardless of any investigation that may have been made or may be made by or on behalf of any Party.

4.5 Severability.

If any portion of any provision of this Agreement, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision or portion of such provisions of this Agreement or the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby.

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IN WITNESS THEREOF, the Parties have executed this Agreement, effective as of the ____ day of _____, 1999.

Signed, Sealed & Delivered
In Our Presence

EMPLOYER:
HEALTH AND NUTRITION SYSTEMS, INC.

By: _____

Attest: _____

(CORPORATE SEAL)

EMPLOYEE:

By: _____

CHRISTOPHER TISI

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE
 QUARTERLY AUDITED FINANCIAL STATEMENT OF HEALTH & NUTRITION SYSTEMS
 INTERNATIONAL, INC.

9-MOS		
	DEC-31-1999	
	JAN-01-1999	
	SEP-30-1999	
		191,838
		0
		259,092
		17,872
		182,074
	618,929	
		86,009
	60,616	
	697,387	
280,145		
		759
	0	
		0
		7,488
697,387		408,995
		1,310,163
	1,310,163	
		556,143
		694,131
		3,670
		6,027
		0
		63,559
	63,559	0
		0
		0
		0
		63,559
		.01
		.01