

NEW MILLENNIUM MEDIA INTERNATIONAL INC
Form S-8
January 15, 2004

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SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

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

NEW MILLENNIUM MEDIA INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Colorado 84-1463284
(State or other jurisdiction of (I.R.S. Employer ID. No.)
incorporation or organization)

200 9th Avenue North, Suite 210
Safety Harbor, Florida 34695
(727) 797-6664
(Address of Principal Executive Offices)

CONSULTING SERVICES AGREEMENT BETWEEN DAVID COLORIS, EXCIPIO GROUP, S.A., AND
NEW MILLENNIUM MEDIA INTERNATIONAL, INC.
(Full Title of Plan)

David M. Otto, Esq.
The Otto Law Group, PLLC
900 Fourth Avenue, Suite 3140
Seattle, Washington 98164
(206) 262-9545
(Name, Address and Telephone Number of Agent for Service of Process)

If any of the Securities being registered on this Form S-8 are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ____

CALCULATION OF REGISTRATION FEE

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Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)
Common Stock, \$0.001 par value	1,280,000	\$0.99	\$1,267,200

(1) The consulting services agreement ("Agreement") between New Millennium Media International, Inc. (the "Company", or the "Registrant"), David Coloris and Excipio Group, S.A. ("Excipio") provides for 1,280,000 shares of common stock of the Company to be issued to Excipio (the "Shares"), all of which are being registered herein. The Shares being issued pursuant to the Agreement are being issued in exchange for financial, marketing and investor relations consulting services. The general nature and purpose of the Agreement is to provide for financial, marketing and investor relations services for the Company and, at the same time, compensate the Consultant for said consulting services. The term of the Agreement is six (6) months. The Agreement may be renewed only by the mutual written agreement of the parties. The Agreement may be terminated at any time by the Company or Excipio by providing written notice to the other party. The Agreement qualifies as an Employee Benefit Plan as defined under Rule 405 of Regulation C.

(2) Estimated solely for the purposes of determining the registration fee pursuant to Rule 457. On December 22, 2003, the fair market value of the Company's common stock, determined from its closing price on the Over-the-Counter Bulletin Board was \$0.99 per share. On this basis, the maximum aggregate offering price for the shares being registered hereunder is \$1,267,200, and this is the basis for computing the filing fee in accordance with Rule 457(h) and at a rate of the aggregate offering price multiplied by .00008090.

PART II

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents, which have been filed with the Securities and Exchange Commission (the "Commission") by the Registrant are incorporated by reference in this registration statement: (i) the Company's Annual Report on Form 10-KSB, as amended, for the fiscal year ended December 31, 2002, (ii) the Company's Quarterly Report on Form 10-QSB, as amended, for the quarter ended September 30, 2003, June 30, 2003, and March 31, 2003, and (iii) the Company's Reports on Forms 8-K and Forms 8-K, as amended, filed February 4, 2003. All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of the filing of such documents.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article 109 of the Colorado Corporations and Associations Act generally allows the Registrant to indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Registrant or is or was serving at the request of the Registrant as a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise. The Registrant may advance expenses in connection with defending any such proceeding, provided the indemnitee

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undertakes to pay any such amounts if it is later determined that such person was not entitled to be indemnified by the Registrant.

ITEM 8. EXHIBITS

The Exhibits required to be filed as part of this Registration Statement are listed in the attached Index to Exhibits.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

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(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the change in volume and price represents no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) That for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is

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incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Safety Harbor, Florida, on this 22nd day of December, 2003.

NEW MILLENNIUM MEDIA INTERNATIONAL, INC.
(Name of Registrant)

Date: December 22, 2003

By: /s/ John "JT" Thatch

John "JT" Thatch
President/CEO

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

Signature -----	Title -----
/s/ John "JT" Thatch ----- John "JT" Thatch	Director, President, CEO & Acting CFO
/s/ Russell Wall	

----- Director
Russell Wall

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INDEX TO EXHIBITS

Number -----	Description -----
4.1	Consulting Services Agreement between David Coloris, Excipio Group, S.A., and New Millennium Media International, Inc.
5	Opinion of The Otto Law Group PLLC
23.1	Consent of The Otto Law Group, PLLC (contained in exhibit 5)
23.2	Consent of Salberg & Company, P.A.
99.1	Lock-Up Agreement by and among David Coloris, Excipio Group, S.A., and New Millennium Media International, Inc.

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