

OPEXA THERAPEUTICS, INC.

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 10/20/00

Address	2635 TECHNOLOGY FOREST BLVD. THE WOODLANDS, TX 77381
Telephone	(281) 272-9331
CIK	0001069308
Symbol	OPXA
SIC Code	2834 - Pharmaceutical Preparations
Fiscal Year	12/31

PHARMAFRONTIERS CORP

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 10/20/2000

Address	2408 TIMBERLOCH PLACE, SUITE B-7 THE WOODLANDS, Texas 77380
Telephone	(281)272-9331
CIK	0001069308
Fiscal Year	12/31

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM S-8

Registration Statement
Under the Securities Act of 1933

SPORTAN UNITED INDUSTRIES, INC.

(Exact name of Registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation or
organization)

76-0333165
(I.R.S. Employer
Identification Number)

3170 Old Houston Road
Huntsville, Texas 77340
(936) 295-2726
(Address, including zip code, and
telephone number, including
area code, of registrant's
principal executive offices)

Jason G. Otteson
3170 Old Houston Road
Huntsville, Texas 77340
(936) 295-2726
(Name, address, including zip code,
and telephone number, including
area code, of agent for service)

Thomas C. Pritchard Consulting Agreement

(Full Title of the Plans) copy to:

Cavas S. Pavri, Esq.
Brewer & Pritchard, P.C.
Three Riverway, 18th Floor
Houston, Texas 77056
Phone (713) 209-2950
Fax (713) 659-2430

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT BEING REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE
Common Stock, par value \$.001 per share.	100,000 \$	1.25 \$	125,000 \$	33
TOTAL			\$	33

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended, the number of shares of the issuer's Common Stock registered hereunder will be adjusted in the event of stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h), on the basis of the high and low prices of the Common Stock as reported by the OTC Electronic Bulletin Board on October 18, 2000.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Sportan United Industries, Inc. ("Company" or "Registrant") with the Securities and Exchange Commission are incorporated in this Form S-8 by reference:

1. The Company's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), or, either (i) the Company's latest prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended ("Securities Act") that contains audited financial statements for the Company's latest fiscal year for which such statements have been filed, or (ii) the Company's effective Registration Statement on Form 10 or Form 10-SB filed under the Exchange Act containing audited financial statements for the Company's latest fiscal year;
2. All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (1) above; and
3. The description of the Company common stock that is contained in a registration statement or amendment to any registration statement filed under Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating the description.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to the Registration Statement that indicate that all shares of common stock offered have been sold or that deregister all of the shares then remaining unsold, shall be deemed to be incorporated by reference in the Registration Statement and to be a part of it from the date of filing of the documents.

ITEM 4. DESCRIPTION OF SECURITIES

Not Applicable.

ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL

Thomas C. Pritchard is a principal of Brewer & Pritchard, P.C. and is to receive 100,000 shares of common stock pursuant to this registration statement.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Texas law authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breach of directors' fiduciary duty of care. The bylaws of Sportan United Industries, Inc. limit the liability of directors to Sportan United Industries, Inc. or its stockholders to the fullest extent permitted by Texas law. Specifically, directors will not be personally liable for monetary damages for breach of a director's fiduciary duty as a director, except for liability

(i) for any breach of the director's duty of loyalty to the company or its stockholders, (ii) for acts or omissions not in good faith that constitute a breach of duty of the director to the company or an act or omission which involves intentional misconduct or a knowing violation of law, (iii) for an act or omission for which the liability of a director is expressly provided by an applicable statute, or (iv) for any transaction from which the director received an improper personal benefit, whether the benefit resulted from an action taken within the scope of the director's office.

The inclusion of this provision in the bylaws may have the effect of reducing the likelihood of derivative litigation against directors, and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefitted the company and its stockholders.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable

ITEM 8. EXHIBITS

The following exhibits are filed as part of this Registration Statement:

EXHIBIT NO. -----	IDENTIFICATION OF EXHIBIT -----
4.1(2)	-- Common Stock Specimen
5.1(1)	-- Opinion Regarding Legality
10.1(1)	-- Thomas C. Pritchard Consulting Agreement
23.1(1)	-- Consent of Counsel (included in Exhibit 5.1)
23.2(1)	-- Consent of Malone & Bailey, PLLC, independent public accountants
23.3(1)	-- Consent of Mann Frankfort Stein & Lipp, CPAs, L.L.P., independent public accountants

(1) Filed herewith.

(2) Filed previously on Form 10-SB, SEC File No. 0-25513.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

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

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 changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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 (ii) do not apply if the registration statement is on Form S-3 or Form S-8, and 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 15(d) of the Exchange Act that are incorporated by reference in the 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 liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 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 incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) 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 provisions described in Item 6 above, 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 whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Huntsville, State of Texas, on the 19th day of October, 2000.

SPORTAN UNITED INDUSTRIES, INC.

By: /s/ Jason G. Otteson

Jason G. Otteson, Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature

Title

Date

/s/ Jason G. Otteson

Director and Chief Executive Officer

October 19, 2000

JASON G. OTTESON

Exhibit 5.1

October 19, 2000

Sportan United Industries, Inc.
3170 Old Houston Road
Huntsville, Texas 77340

Re: Sportan United Industries, Inc. Registration Statement on Form S-8

Gentlemen:

We have represented Sportan United Industries, Inc., a Texas corporation ("Company"), in connection with the preparation of a registration statement filed with the Securities and Exchange Commission on Form S-8 ("Registration Statement") relating to the proposed issuance of up to 100,000 shares ("Shares") of the Company's common stock, par value \$.001 per share ("Common Stock") issued pursuant to a certain agreement ("Plan") attached as an exhibit to the Registration Statement. In this connection, we have examined originals or copies identified to our satisfaction of such documents, corporate and other records, certificates, and other papers as we deemed necessary to examine for purposes of this opinion, including but not limited to the Plan, the Certificate of Incorporation of the Company, the Bylaws of the Company, and resolutions of the Board of Directors of the Company.

We are of the opinion that the Shares will be, when issued pursuant to the Plan, legally issued, fully paid and nonassessable.

We hereby consent to the filing of this Opinion as an Exhibit to the Registration Statement.

Very truly yours,

BREWER & PRITCHARD, P.C.

[SIGNATURE OF BREWER & PRITCHARD, P.C. APPEARS HERE]

Exhibit 10.1

CONSULTING AGREEMENT

This Consulting Agreement entered into September 30, 2000 ("Agreement") is by and between, SPORTAN UNITED INDUSTRIES, INC., a Texas corporation ("Company") and THOMAS C. PRITCHARD, an individual ("Consultant").

W I T N E S S E T H:

WHEREAS, Consultant desires to provide certain consulting services to the Company; and

WHEREAS, the Company and Consultant desire to set forth in writing the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and considerations herein contained, the parties hereto agree as follows:

1. Engagement. Subject to the terms and provisions of this Agreement, the Company hereby affirms the engagement of Consultant, as an independent contractor, to provide general legal services.
2. Compensation. For certain services performed by Consultant for the Company, the Company will issue to Consultant 100,000 shares of common stock of the Company pursuant to a S-8 Registration Statement.
3. Status Reports. At the Company's written request, Consultant shall prepare and submit to the Company a written status report describing the status of any sales of the Company Common Stock sold hereby.
4. Term. The term of this Agreement shall commence on the date herein _____

and shall continue in full force and effect for a period of one month.

5. Miscellaneous.

(a) Assignment. All of the terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned or transferred by either party, nor shall any interest herein be assigned, transferred, pledged or hypothecated by either party without the prior written consent of the other party.

(b) Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

(c) Entire Agreement, Amendments and Waivers. This Agreement constitutes the entire agreement of the parties hereto and expressly supersedes all prior and contemporaneous understandings and commitments, whether written or oral, with respect to the subject matter hereof. No variations, modifications, changes or extensions of this Agreement or any other terms hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party or an authorized agent or such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SPORTAN UNITED INDUSTRIES, INC.

By: /s/ Jason G. Otteson

Jason G. Otteson, President

THOMAS C. PRITCHARD

/s/ Thomas C. Pritchard

Exhibit 23.2**INDEPENDENT AUDITORS' CONSENT**

We consent to the use in this Form S-8 Registration Statement of Sportan United Industries, Inc. of our report dated December 16, 1999 (relating to the financial statements of Sportan United Industries, Inc. not presented separately herein).

Malone & Bailey
Houston, Texas

October 16, 2000

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in this registration statement on Form S-8 (file No. 000-25513) of our report dated December 30, 1998, on our audit of the statements of operations, changes in stockholders' equity, and cash flows of Sportan United Industries, Inc. for the year ended September 30, 1998.

MANN FRANKFORT STEIN & LIPP CPAs, L.L.P.

Houston, Texas
October 17, 2000

End of Filing

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