

SECURITIES AND EXCHANGE COMMISSION

**FORM S-1/A
Amendment No. 1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

SPORT ENDURANCE, INC.

(Exact Name of Small Business Issuer in its Charter)

Nevada
(State or other Jurisdiction of Incorporation)

2086
(Primary Standard Classification Code)

26-2754069
(IRS Employer Identification No.)

SPORT ENDURANCE, INC.
1890 South 3850 West
Salt Lake City, Utah 84104
Tel.: (877) 255-9218
(Address and Telephone Number of Registrant's Principal
Executive Offices and Principal Place of Business)

Paracorp, Incorporated
318 North Carson Street, Suite 208
Carson City, Nevada 89032
Tel.: 1-775-883-8104

(Name, Address and Telephone Number of Agent for Service)

Copies of communications to:
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12534 Valley View Street #231
Garden Grove, California 92845
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Approximate date of commencement of proposed sale to the public: from time to time after the effective date of this Registration Statement as determined by market conditions and other factors.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration Statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class Of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price per share	Proposed Maximum Aggregate Offering Price	Amount of Registration fee
Common Stock, \$0.001 par value per share	8,200,000	\$ 0.001	\$ 8,200	\$

(1) This Registration Statement covers the resale by our selling shareholders of up to 8,200,000 shares of common stock previously issued to such selling shareholders.

(2) The offering price has been estimated solely for the purpose of computing the amount of the registration fee in accordance with Rule 457(a). Our common stock is not traded on any national exchange and in accordance with Rule 457; the offering price was determined by the price of the shares that were sold to our shareholders in a private placement memorandum. The price of \$0.001 a fixed price at which the selling security holders may sell their shares until our common stock is quoted on the OTCBB at which time the shares may be sold at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority, which operates the OTC Bulletin Board, nor can there be any assurance that such an application for quotation will be approved.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SUCH SECTION 8(a), MAY DETERMINE.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the U.S. Securities and Exchange Commission ("SEC") is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated October 30 , 2009

PROSPECTUS

SPORT ENDURANCE, INC.

8,200,000 SHARES OF COMMON STOCK

The selling security holders named in this prospectus are offering all of the shares of common stock offered through this prospectus. We will not receive any proceeds from the sale of the common stock covered by this prospectus.

Our common stock is presently not traded on any market or securities exchange. The selling security holders have not engaged any underwriter in connection with the sale of their shares of common stock. Common stock being registered in this registration statement may be sold by selling security holders at a fixed price of \$0.001 per share until our common stock is quoted on the OTC Bulletin Board ("OTCBB") and thereafter at a prevailing market prices or privately negotiated prices or in transactions that are not in the public market. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority ("FINRA"), which operates the OTCBB, nor can there be any assurance that such an application for quotation will be approved. We have agreed to bear the expenses relating to the registration of the shares of the selling security holders.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 4 to read about factors you should consider before investing in shares of our common stock.

NEITHER THE S.E.C. NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Date of This Prospectus is: October 30 , 2009

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Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all the information that you should consider before investing in the common stock. You should carefully read the entire prospectus, including "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Financial Statements, before making an investment decision. In this Prospectus, the terms "Sport Endurance," "Sport", "Company," "we," "us" and "our" refer to SPORT ENDURANCE, INC.

Overview

We were incorporated in the State of Nevada on January 3, 2001 under the name of Cayenne Construction, Inc. The Company ceased all operations in 2002. The Company was dormant from 2002 until July of 2009. The Company has had no revenues or expenses for this time period.

The Company was revived on July 28, 2009 in order to enter into the energy Gel Cap and energy drink market. The Company changed its name to Sport Endurance, Inc. in August 2009. On August 20, 2009 Robert Timothy acquired controlling interest in Sport Endurance, Inc.

Sport Endurance, Inc. is presently marketing for sale one Soft-Gel capsule (named Sport Endurance 8-hour Energy Soft-Gels).

In 2011 Sport Endurance, Inc. intends to market and distribute quality beverage, snacks and dietary supplements products.

In 2011 the company intends to offer Shocking Great Taste energy drinks in 6 flavors. Mango Cream, Raspberry Cream, Fruit Punch, Tropical, Doo Drop and Cran-Grape. The company intends to offer regular and sugar free versions of Mango Cream.

In January of 2011, Sport Endurance intends to launch sugar free energy shots. The sugar free shots would be offered in 4 flavors, Mango, Tropical, Fruit Punch and Raspberry.

Sport Endurance, Inc. is a development stage company. Sport Endurance has a limited history of operations. We presently do not have the funding to execute our business plan.

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Where You Can Find Us

Our principal executive office is located at SPORT ENDURANCE, INC. 1890 South 3850 West Salt Lake City, Utah 84104 and our telephone number is. (877) 255-9218. Our Internet address is <http://www.sportenduranceinc.com>

The Offering

Common stock offered by selling security holders	8,200,000 shares of common stock. This number represents approximately 13% of our current outstanding common stock (1).
Common stock outstanding before the offering	57,200,000 common shares as of August 31, 2009.
Common stock outstanding after the offering	57,200,000 shares.
Terms of the Offering	The selling security holders will determine when and how they will sell the common stock offered in this prospectus.
Termination of the Offering	The offering will conclude upon the earliest of (i) such time as all of the common stock has been sold pursuant to the registration statement or (ii) such time as all of the common stock becomes eligible for resale without volume limitations pursuant to Rule 144 under the Securities Act, or any other rule of similar effect.
Use of proceeds	We are not selling any shares of the common stock covered by this prospectus.
Risk Factors	The Common Stock offered hereby involves a high degree of risk and should not be purchased by investors who cannot afford the loss of their entire investment. See “Risk Factors” beginning on page 4.

(1) Based on 57,200,000 shares of common stock outstanding as of August 31, 2009.

SUMMARY OF FINANCIAL INFORMATION

The following table provides summary financial statement data as of and for each of the fiscal years ended August 31, 2009 and the period from Inception (January 3, 2001) through August 31, 2009. The financial statement data as of and for each of the fiscal periods ended August 31, 2009 and 2008 have been derived from our audited financial statements. The results of operations for past accounting periods are not necessarily indicative of the results to be expected for any future accounting period. The data set forth below should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” our financial statements and the related notes included in this prospectus, and the unaudited financial statements and related notes included in this prospectus.

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SPORT ENDURANCE, INC. (formerly Cayenne Construction, Inc.)
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS

	For the year ended August 31, 2009	For the year ended August 31, 2008	January 3, 2001 (inception) to August 31, 2009
Revenue	\$ -	\$ -	\$ -
Operating expenses:			
General and administrative	-	-	3,200
Professional fees	-	-	125,000
Total operating expenses	-	-	128,200
Net operating loss	-	-	(128,200)
Offering costs	-	-	(13,000)
Loss before provision for income taxes	-	-	(141,200)
Provision for income taxes	-	-	-
Net (loss)	\$ -	\$ -	\$ (141,200)
Weighted average number of common shares outstanding - basic and fully diluted	29,797,808	29,200,000	
Net (loss) per share - basic and fully diluted	\$ -	\$ -	

RISK FACTORS

The shares of our common stock being offered for resale by the selling security holders are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose the entire amount invested in the common stock. Before purchasing any of the shares of common stock, you should carefully consider the following factors relating to our business and prospects. If any of the following risks actually occurs, our business, financial condition or operating results could be materially adversely affected. In such case, you may lose all or part of your investment. You should carefully consider the risks described below and the other information in this prospectus before investing in our common stock.

Risks Related to Our Business

OUR OPERATING RESULTS MAY FLUCTUATE DUE TO FACTORS, WHICH ARE NOT WITHIN OUR CONTROL.

Our operating results are expected to fluctuate in the future based on a number of factors, many of which are not in our control. Our operating expenses primarily include marketing and general administrative expenses that are relatively fixed in the short-term. If our revenues are lower than we expect because demand for our service and products has not been created, if we experience defaults among future applicants, or for any other reasons, we may not be able to maintain acceptable revenue levels.

Because of the unique nature of our business and the fact that there are no comparable past business models to rely on, future factors that may adversely affect our business are difficult to forecast. Any shortfall in our revenues would have a direct impact on our business. In addition, fluctuations in our quarterly results could adversely affect the market price of our common stock in a manner unrelated to our long-term operating performance.

WE HAVE A SHORT OPERATING HISTORY AND FACE MANY OF THE RISKS AND DIFFICULTIES FREQUENTLY ENCOUNTERED BY A YOUNG COMPANY.

We were incorporated in the State of Nevada on January 3, 2001 under the name of Cayenne Construction, Inc. The Company ceased all operations in 2002. The Company was dormant from 2002 until July of 2009. The Company has had no revenues or expenses for this time period.

The Company was revived on July 28, 2009 and changed its name to Sport Endurance, Inc. in August 2009. In August 2009 Robert Timothy acquired controlling interest in Sport Endurance, Inc.

We revived the company on July 28, 2009 and began operations in August 2009. We have a short operating history for investors to evaluate the potential of our business development. We will begin to build our customer base and our brand name. In addition, we also face many of the risks and difficulties inherent in introducing new products and services. These risks include the ability to:

- Increase awareness of our brand name;
- Develop an effective business plan;
- Meet customer standards;
- Implement advertising and marketing plan;
- Attain customer loyalty;
- Maintain current strategic relationships and develop new strategic relationships;
- Respond effectively to competitive pressures;
- Continue to develop and upgrade our service; and
- Attract, retain and motivate qualified personnel.

Our future will depend on our ability to raise additional capital and bring our service and products to the marketplace, which requires careful planning to provide a service and products that meets customer standards without incurring unnecessary cost and expense.

WE MAY NEED ADDITIONAL CAPITAL TO DEVELOP OUR BUSINESS.

The development of our services and products will require the commitment of resources to increase the advertising, marketing and future expansion of our business. In addition, expenditures will be required to enable us to conduct existing and planned business research, development of products and associate offices, and marketing of our existing and future services and products. Currently, we have no established bank-financing arrangements and as of August 31, 2009 the company has \$3,200 in working capital. We would need to seek additional financing through subsequent future private offering of our equity securities, or through strategic partnerships and other arrangements with corporate partners.

We cannot give you any assurance that any additional financing will be available to us, or if available, will be on terms favorable to us. The sale of additional equity securities could result in dilution to our stockholders. The occurrence of indebtedness would result in increased debt service obligations and could require us to agree to operating and financing covenants that would restrict our operations. If adequate additional financing is not available on acceptable terms, we may not be able to implement our business development plan or continue our business operations.

WE MAY NOT BE ABLE TO BUILD OUR BRAND AWARENESS.

Development and awareness of our brand Sport Endurance will depend largely upon our success in creating our customer base and potential referral sources. In order to attract and retain customers and to promote and maintain our brand in response to competitive pressures, management plans to gradually increase over the next 12 months our marketing and advertising budgets as funding allows. If we are unable to economically promote or maintain our brand, then our business, results of operations and financial condition could be severely harmed.

OUR BUSINESS OPERATIONS VIA THE INTERNET MAY SUBJECT US TO A NUMBER OF LAWS AND REGULATIONS TO BE ADOPTED WITH RESPECT TO THE INTERNET MARKETPLACE, AND THE UNCERTAINTY RELATED TO THE APPLICATION OF MANY EXISTING LAWS TO THE INTERNET MARKETPLACE CREATES UNCERTAINTY TO OUR BUSINESS DEVELOPMENT.

At present, selling Soft-Gel Caps and energy drinks is not a government-regulated industry, so we do not need to obtain governmental approval to market and sell our products over the Internet, except that we are subject to the laws and regulations generally applicable to businesses and directly applicable to offline and online commerce. However, because the Internet is interstate in nature, we are able to offer our products across the country.

In addition, our management is not certain how our business may be affected by the application of existing laws governing issues such as property ownership, copyrights, encryption, and other intellectual property issues, taxation, libel and export or import matters, because the vast majority of these laws were adopted prior to the advent of the Internet, and therefore, do not contemplate or address the unique issues of the Internet and related technologies. Changes in laws that are intended to address these issues could create uncertainty in the Internet marketplace, which could reduce demand for our products or increase our cost of operations as a result of litigation or arbitration.

OUR FUTURE SUCCESS RELIES UPON A COMBINATION OF PATENTS AND PATENTS PENDING, PROPRIETARY TECHNOLOGY AND KNOW-HOW, TRADEMARKS, CONFIDENTIALITY AGREEMENTS AND OTHER CONTRACTUAL COVENANTS TO ESTABLISH AND PROTECT OUR INTELLECTUAL PROPERTY RIGHTS. IF OUR PRODUCTS ARE DUPLICATED OUR RESULTS OF OPERATIONS WOULD BE NEGATIVELY IMPACTED.

Presently we do not have any applications submitted for trademark protection for "Sport Endurance" and our slogan "Shocking Great Taste," when funding permits we will apply for trademark protection.

Sport Endurance and Shocking Great Taste has not been approved. Because intellectual property protection is critical to our future success, we intend to rely heavily on trademark, trade secret protection and confidentiality or license agreements with our employees, customers, partners and others to protect proprietary rights. However, effective trademark, service mark and trade secret protection may not be available in every country in which we intend to sell our products and services online. Unauthorized parties may attempt to copy aspects of our products or to obtain and use our proprietary information. As a result, litigation may be necessary to enforce our intellectual property rights to protect our trade secrets and to determine the validity and scope of the proprietary rights of others. Such litigation could result in substantial costs and diversion of resources and could significantly harm our business and operating results.

Furthermore, the relationship between regulations governing domain names and laws protecting trademarks and similar proprietary rights is unclear. Therefore, we may be unable to prevent third parties from acquiring domain names that are similar to, infringe upon or otherwise decrease the value of intended trademarks and other proprietary rights.

There can be no assurance that third parties will not assert infringement claims against us. If infringement claims are brought against us, there can be no assurance that we will have the financial resources to defend against such claims or prevent an adverse judgment against us. In the event of an unfavorable ruling on any such claim, there can be no assurance that a license or similar agreement to utilize the intellectual property rights in question relied upon by us in the conduct of our business will be available to us on reasonable terms, if at all. The loss of such rights (or the failure by us to obtain similar licenses or agreements) could have a material adverse effect on our business, financial condition and results of operations.

WE HAVE RECEIVED AN OPINION OF GOING CONCERN FROM OUR AUDITORS. IF WE DO NOT RECEIVE ADDITIONAL FUNDING, WE WOULD HAVE TO CURTAIL OR CEASE OPERATIONS. AN INVESTMENT IN OUR SECURITIES REPRESENTS SIGNIFICANT RISK AND YOU MAY LOSE ALL OR PART YOUR ENTIRE INVESTMENT.

Our independent auditors noted in their report accompanying our financial statements for the period ended August 31, 2009 that we have not made a profit. As of August 31, 2009, we had a loss of \$128,200. They further stated that the uncertainty related to these conditions raised substantial doubt about our ability to continue as a going concern. At August 31, 2009, our cash was \$3,200. We do not currently have sufficient capital resources to fund operations. To stay in business, we will need to raise additional capital through public or private sales of our securities, debt financing or short-term bank loans, or a combination of the foregoing.

We will need additional capital to fully implement our business, operating and development plans. However, additional funding from an alternate source or sources may not be available to us on favourable terms, if at all. To the extent that money is raised through the sale of our securities, the issuance of those securities could result in dilution to our existing security holder. If we raise money through debt financing or bank loans, we may be required to secure the financing with some or all of our business assets, which could be sold or retained by the creditor should we default in our payment obligations. If we fail to raise sufficient funds, we would have to curtail or cease operations.

THE COMPANY IS GOVERNED BY MR. ROBERT TIMOTHY, OUR SOLE DIRECTOR, CHIEF EXECUTIVE OFFICER, PRESIDENT, AND SECRETARY, (PRINCIPAL EXECUTIVE OFFICER), AND, AS SUCH, THERE MAY BE SIGNIFICANT RISK TO THE COMPANY FROM A CORPORATE GOVERNANCE PERSPECTIVE.

Mr. ROBERT TIMOTHY, our Chief Executive Officer, President, Secretary, and Sole Director (Principal Executive Officer), makes decisions such as the approval of related party transactions, the compensation of Executive Officers, and the oversight of the accounting function. There will be no segregation of executive duties and there may not be effective disclosure and accounting controls to comply with applicable laws and regulations, which could result in fines, penalties and assessments against us. Accordingly, the inherent controls that arise from the segregation of executive duties may not prevail. In addition, Mr. Timothy will exercise full control over all matters that typically require the approval of a Board of Directors. Mr. Timothy's actions are not subject to the review and approval of a Board of Directors and, as such, there may be significant risk to the Company

Our Chief Executive Officer, President, Secretary, and Sole Director (Principal Executive Officer), Mr. Timothy, exercises control over all matters requiring shareholder approval including the election of directors and the approval of significant corporate transactions. We have not voluntarily implemented various corporate governance measures, in the absence of which, shareholders may have more limited protections against the transactions implemented by Mr. Timothy, conflicts of interest and similar matters.

THE COMPANY IS HEAVILY RELIANT ON MR. ROBERT TIMOTHY, OUR CHIEF EXECUTIVE OFFICER, PRESIDENT, SECRETARY, AND SOLE DIRECTOR (PRINCIPAL EXECUTIVE OFFICER), AND, AS SUCH, THE LOSS OF HIS SERVICES COULD HAVE SIGNIFICANT MATERIAL ADVERSE EFFECT ON THE COMPANY.

The Company is heavily dependent on the efforts of Mr. Timothy, its Chief Executive Officer, President, Secretary, and Sole Director (Principal Executive Officer). The loss of his services could have a material adverse effect on the Company. The Company currently does not maintain key man life insurance on this individual. Mr. Timothy has experience and past expertise in the energy drink business. There can be no assurance that a suitable replacement could be found for him upon retirement, resignation, inability to act on our behalf, or death.

OUR FUTURE GROWTH MAY REQUIRE RECRUITMENT OF QUALIFIED EMPLOYEES.

In the event of our future growth in administration, marketing, and customer support functions, we may have to increase the depth and experience of our management team by adding new members. Our future success will depend to a large degree upon the active participation of our key officers and employees. There is no assurance that we will be able to employ qualified persons on acceptable terms. Lack of qualified employees may adversely affect our business development.

WE MAY INCUR SIGNIFICANT COSTS TO BE A PUBLIC COMPANY TO ENSURE COMPLIANCE WITH U.S. CORPORATE GOVERNANCE AND ACCOUNTING REQUIREMENTS AND WE MAY NOT BE ABLE TO ABSORB SUCH COSTS.

We may incur significant costs associated with our public company reporting requirements, costs associated with newly applicable corporate governance requirements, including requirements under the Sarbanes-Oxley Act of 2002 and other rules implemented by the SEC. We expect all of these applicable rules and regulations to significantly increase our legal and financial compliance costs and to make some activities more time consuming and costly. We also expect that these applicable rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as executive officers. We are currently evaluating and monitoring developments with respect to these newly applicable rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. In addition, we may not be able to absorb these costs of being a public company which will negatively affect our business operations.

THE LIMITED PUBLIC COMPANY EXPERIENCE OF OUR MANAGEMENT TEAM COULD ADVERSELY IMPACT OUR ABILITY TO COMPLY WITH THE REPORTING REQUIREMENTS OF U.S. SECURITIES LAWS.

Our management team has limited public company experience, which could impair our ability to comply with legal and regulatory requirements such as those imposed by Sarbanes-Oxley Act of 2002. Our senior management has never had sole responsibility for managing a publicly traded company. Such responsibilities include complying with federal securities laws and making required disclosures on a timely basis. Our senior management may not be able to implement programs and policies in an effective and timely manner that adequately respond to such increased legal, regulatory compliance and reporting requirements, including the establishing and maintaining internal controls over financial reporting. Any such deficiencies, weaknesses or lack of compliance could have a materially adverse effect on our ability to comply with the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which is necessary to maintain our public company status. If we were to fail to fulfill those obligations, our ability to continue as a U.S. public company would be in jeopardy in which event you could lose your entire investment in our company.

Risk Related To Our Capital Stock

WE MAY NEVER PAY ANY DIVIDENDS TO SHAREHOLDERS.

We have never declared or paid any cash dividends or distributions on our capital stock. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate paying any cash dividends on our common or preferred stock in the foreseeable future.

The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of our operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and, if dividends are paid, there is no assurance with respect to the amount of any such dividend.

OUR CONTROLLING SECURITY HOLDER MAY TAKE ACTIONS THAT CONFLICT WITH YOUR INTERESTS.

Mr. Timothy beneficially owns approximately 59% of our capital stock with voting rights. In this case, Mr. Timothy will be able to exercise control over all matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation and approval of significant corporate transactions, and they will have significant control over our management and policies. The directors elected by our controlling security holder will be able to significantly influence decisions affecting our capital structure. This control may have the effect of delaying or preventing changes in control or changes in management, or limiting the ability of our other security holders to approve transactions that they may deem to be in their best interest. For example, our controlling security holder will be able to control the sale or other disposition of our operating businesses and subsidiaries to another entity.

OUR ARTICLES OF INCORPORATION PROVIDE FOR INDEMNIFICATION OF OFFICERS AND DIRECTORS AT OUR EXPENSE AND LIMIT THEIR LIABILITY WHICH MAY RESULT IN A MAJOR COST TO US AND HURT THE INTERESTS OF OUR SHAREHOLDERS BECAUSE CORPORATE RESOURCES MAY BE EXPENDED FOR THE BENEFIT OF OFFICERS AND/OR DIRECTORS.

Our articles of incorporation and applicable Nevada law provide for the indemnification of our directors, officers, employees, and agents, under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on our behalf. We will also bear the expenses of such litigation for any of our directors, officers, employees, or agents, upon such person's written promise to repay us if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures by us, which we will be unable to recoup.

We have been advised that, in the opinion of the SEC, indemnification for liabilities arising under federal securities laws is against public policy as expressed in the Securities Act of 1933, as amended (the "Securities Act"), and is, therefore, unenforceable. In the event that a claim for indemnification for liabilities arising under federal securities laws, other than the payment by us of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by a director, officer or controlling person in connection with the securities being registered, we will (unless in the opinion of our counsel, the matter has been settled by controlling precedent) submit to a court of appropriate jurisdiction, the question whether indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The legal process relating to this matter if it were to occur is likely to be very costly and may result in us receiving negative publicity, either of which factors is likely to materially reduce the market and price for our shares, if such a market ever develops.

THE OFFERING PRICE OF THE COMMON STOCK WAS ARBITRARILY DETERMINED, AND THEREFORE SHOULD NOT BE USED AS AN INDICATOR OF THE FUTURE MARKET PRICE OF THE SECURITIES. THEREFORE, THE OFFERING PRICE BEARS NO RELATIONSHIP TO OUR ACTUAL VALUE, AND MAY MAKE OUR SHARES DIFFICULT TO SELL.

Since our shares are not listed or quoted on any exchange or quotation system, the offering price of \$0.001 per share for the shares of common stock was arbitrarily determined. The facts considered in determining the offering price were our financial condition and prospects, our limited operating history and the general condition of the securities market. The offering price bears no relationship to the book value, assets or earnings of our company or any other recognized criteria of value. The offering price should not be regarded as an indicator of the future market price of the securities.

YOU MAY EXPERIENCE DILUTION OF YOUR OWNERSHIP INTEREST BECAUSE OF THE FUTURE ISSUANCE OF ADDITIONAL SHARES OF OUR COMMON STOCK AND OUR PREFERRED STOCK.

In the future, we may issue our authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of our present stockholders. We are currently authorized to issue an aggregate of 100,000,000 shares of capital stock consisting of 90,000,000 shares of common stock, par value \$0.001 per share, and 10,000,000 shares of "blank check" preferred stock, par value \$0.001 per share.

We may also issue additional shares of our common stock or other securities that are convertible into or exercisable for common stock in connection with hiring or retaining employees or consultants, future acquisitions, future sales of our securities for capital raising purposes, or for other business purposes. The future issuance of any such additional shares of our common stock or other securities may create downward pressure on the trading price of our common stock. There can be no assurance that we will not be required to issue additional shares, warrants or other convertible securities in the future in conjunction with hiring or retaining employees or consultants, future acquisitions, future sales of our securities for capital raising purposes or for other business purposes.

OUR COMMON STOCK IS CONSIDERED PENNY STOCKS, WHICH MAY BE SUBJECT TO RESTRICTIONS ON MARKETABILITY, SO YOU MAY NOT BE ABLE TO SELL YOUR SHARES.

If our common stock becomes tradable in the secondary market, we will be subject to the penny stock rules adopted by the SEC that require brokers to provide extensive disclosure to their customers prior to executing trades in penny stocks. These disclosure requirements may cause a reduction in the trading activity of our common stock, which in all likelihood would make it difficult for our shareholders to sell their securities.

Penny stocks generally are equity securities with a price of less than \$5.00 (other than securities registered on certain national securities exchanges or quoted on the NASDAQ system). Penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The broker-dealer must also make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These requirements may have the effect of reducing the level of trading activity, if any, in the secondary market for a security that becomes subject to the penny stock rules. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our securities, which could severely limit the market price and liquidity of our securities. These requirements may restrict the ability of broker-dealers to sell our common stock and may affect your ability to resell our common stock.

THERE IS NO ASSURANCE OF A PUBLIC MARKET OR THAT OUR COMMON STOCK WILL EVER TRADE ON A RECOGNIZED EXCHANGE. THEREFORE, YOU MAY BE UNABLE TO LIQUIDATE YOUR INVESTMENT IN OUR STOCK.

There is no established public trading market for our common stock. Our shares have not been listed or quoted on any exchange or quotation system. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTCBB, nor can there be any assurance that such an application for quotation will be approved or that a regular trading market will develop or that if developed, will be sustained. In the absence of a trading market, an investor may be unable to liquidate their investment.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements" that involve risks and uncertainties. We use words such as "anticipate", "expect", "intend", "plan", "believe", "seek" and "estimate", and variations of these words and similar expressions to identify such forward-looking statements. You should not place too much reliance on these forward-looking statements. Our actual results are most likely to differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us described in the preceding "Risk Factors" section and elsewhere in this prospectus. These forward-looking statements address, among others, such issues as:

- * future earnings and cash flow
- * development projects
- * business strategy
- * expansion and growth of our business and operations
- * our estimated financial information

These statements are based on assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate under the circumstances. However, whether actual results and developments will meet our expectations and predictions depend on a number of risks and uncertainties, which could cause our actual results, performance and financial condition to differ materially from our expectation.

Consequently, these cautionary statements qualify all of the forward-looking statements made in this prospectus. We cannot assure you that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they would have the expected effect on us or our business or operations.

USE OF PROCEEDS

We will not receive any proceeds from the sale of common stock by the selling security holders. All of the net proceeds from the sale of our common stock will go to the selling security holders as described below in the sections entitled "Selling Security Holders" and "Plan of Distribution". We have agreed to bear the expenses relating to the registration of the common stock for the selling security holders.

DETERMINATION OF OFFERING PRICE

Since our common stock is not listed or quoted on any exchange or quotation system, the offering price of the shares of common stock was arbitrarily determined. The offering price of the shares of our common stock has been determined arbitrarily by us and does not necessarily bear any relationship to our book value, assets, past operating results, financial condition or any other established criteria of value. The facts considered in determining the offering price were our financial condition and prospects, our limited operating history and the general condition of the securities market.

Although our common stock is not listed on a public exchange, we will be filing to obtain a listing on the OTCBB concurrently with the filing of this prospectus. In order to be quoted on the OTCBB, a market maker must file an application on our behalf in order to make a market for our common stock. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Bulletin Board, nor can there be any assurance that such an application for quotation will be approved.

In addition, there is no assurance that our common stock will trade at market prices in excess of the initial offering price as prices for the common stock in any public market which may develop will be determined in the marketplace and may be influenced by many factors, including the depth and liquidity.

DILUTION

The common stock to be sold by the selling shareholders are provided in Item 7 is common stock that is currently issued. Accordingly, there will be no dilution to our existing shareholders.

SELLING SECURITY HOLDERS

The common shares being offered for resale by the selling security holders consist of the 8,200,000 shares of our common stock held by 21 shareholders. Such shareholders include the holders of the 3,000,000 shares of its \$.001 par value common stock during May 2001 in a private placement under Rule 506 of the Securities Act of 1933 for \$15,000 in cash, or \$0.005 per share there are a total of nineteen individual investors. Due to a lack of operations, management believes the purchase price of \$0.005 per share is representative of fair value. One shareholder Joseph Scarpello performed legal services for the shares in 2002. In addition, we are also registering a total of 5,000,000 shares to one (1) company SLC AIR, INC. who purchased 5,000,000 shares from the Joseph Scarpello in December of 2007 for a total of \$5,000.

The following table sets forth the name of the selling security holders, the number of shares of common stock beneficially owned by each of the selling stockholders as of August 31, 2009 and the number of shares of common stock being offered by the selling stockholders. The shares being offered hereby are being registered to permit public secondary trading, and the selling stockholders may offer all or part of the shares for resale from time to time. However, the selling stockholders are under no obligation to sell all or any portion of such shares nor are the selling stockholders obligated to sell any shares immediately upon effectiveness of this prospectus. All information with respect to share ownership has been furnished by the selling stockholders.

	Name	Shares Beneficially Owned prior to Offering	Shares to be Offered	Shares Beneficially Owned after Offering	Percent Beneficially Owned after Offering
1	Alex Cormier	240,000	240,000	0	0%
2	Salim Breidy	225,500	225,500	0	0%
3	Raphael Miranda	225,500	225,500	0	0%
4	Maritza Cormalis	225,500	225,500	0	0%
5	Roland Perez	225,500	225,500	0	0%
6	Blanca Martinez	225,500	225,500	0	0%
7	Antoine Breidy	225,500	225,500	0	0%
8	World wide investment Banking (1)	225,500	225,500	0	0%
9	Alexis Inge	225,500	225,500	0	0%
10	Rily Inge	155,000	155,000	0	0%
11	Hydro Seal (2)	225,500	225,500	0	0%
12	Susan Zavis	240,000	240,000	0	0%
13	Lazardo Machado	225,500	225,500	0	0%
14	Dan Wentz	20,000	20,000	0	0%
15	Ismael Lassalle	20,000	20,000	0	0%
16	Scott Hata	20,000	20,000	0	0%
17	J.V. Egan Construction (3)	20,000	20,000	0	0%
18	Scott Roelofs	10,000	10,000	0	0%
19	Fred Gonzales	20,000	20,000	0	0%
20	Joseph Scarpello	200,000	200,000		
21	SLC AIR, INC. (4)				
	TOTAL:	8,200,000	8,200,000		

Beneficial owners, control persons

- (1) World wide investment Banking, Saleim Breidy
- (2) Hydro Seal, Lee Sheppard
- (3) J.V. Egan Construction, James V. Egan
- (4) SLC AIR, INC., Stephen Crittenden

Except as listed below, to our knowledge, none of the selling shareholders or their beneficial owners:

- has had a material relationship with us other than as a shareholder at any time within the past three years; or
- has ever been one of our officers or directors or an officer or director of our predecessors or affiliates (1)
- are broker-dealers or affiliated with broker-dealers.

(1) Joseph Scarpello was the sole Director, President and Chief Executive Officer of Cayenne Construction, Inc. from February 10, 2002 through August 20, 2009. He presently owns 200,000 shares of the company stock, which he obtained in 2002.

PLAN OF DISTRIBUTION

The selling security holders may sell some or all of their shares at a fixed price of \$0.001 per share until our shares are quoted on the OTCBB and thereafter at prevailing market prices or privately negotiated prices. Prior to being quoted on the OTC Bulletin Board, shareholders may sell their shares in private transactions to other individuals. Although our common stock is not listed on a public exchange, we will be filing to obtain a listing on the OTCBB concurrently with the filing of this prospectus. In order to be quoted on the OTC Bulletin Board, a market maker must file an application on our behalf in order to make a market for our common stock. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. However, sales by selling security holder must be made at the fixed price of \$0.001 until a market develops for the stock.

Once a market has developed for our common stock, the shares may be sold or distributed from time to time by the selling stockholders, who may be deemed to be underwriters, directly to one or more purchasers or through brokers or dealers who act solely as agents, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, at negotiated prices or at fixed prices, which may be changed. The distribution of the shares may be effected in one or more of the following methods:

- ordinary brokers transactions, which may include long or short sales,
- transactions involving cross or block trades on any securities or market where our common stock is trading, market where our common stock is trading,
- through direct sales to purchasers or sales effected through agents,
- through transactions in options, swaps or other derivatives (whether exchange listed or otherwise), or exchange listed or otherwise), or
- any combination of the foregoing.

In addition, the selling stockholders may enter into hedging transactions with broker-dealers who may engage in short sales, if short sales were permitted, of shares in the course of hedging the positions they assume with the selling stockholders. The selling stockholders may also enter into option or other transactions with broker-dealers that require the delivery by such broker-dealers of the shares, which shares may be resold thereafter pursuant to this prospectus. To our best knowledge, none of the selling security holders are broker-dealers or affiliates of broker dealers.

We will advise the selling security holders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling security holders and their affiliates. In addition, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling security holders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling security holders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

Brokers, dealers, or agents participating in the distribution of the shares may receive compensation in the form of discounts, concessions or commissions from the selling stockholders and/or the purchasers of shares for whom such broker-dealers may act as agent or to whom they may sell as principal, or both (which compensation as to a particular broker-dealer may be in excess of customary commissions). Neither the selling stockholders nor we can presently estimate the amount of such compensation. We know of no existing arrangements between the selling stockholders and any other stockholder, broker, dealer or agent relating to the sale or distribution of the shares. We will not receive any proceeds from the sale of the shares of the selling security holders pursuant to this prospectus. We have agreed to bear the expenses of the registration of the shares, including legal and accounting fees, and such expenses are estimated to be approximately **\$20,352.00**.

Notwithstanding anything set forth herein, no FINRA member will charge commissions that exceed 8% of the total proceeds of the offering pursuant to FINRA Rule 2710.

DESCRIPTION OF SECURITIES TO BE REGISTERED

General

We are authorized to issue an aggregate number of 100,000,000 shares of capital stock, of which 90,000,000 shares are common stock, \$0.001 par value per share, and 10,000,000 shares are preferred stock, \$0.001 par value per share.

Common Stock

We are authorized to issue 90,000,000 shares of common stock, \$0.001 par value per share. Currently we have 57,200,000 shares of common stock issued and outstanding.

The holder of common stock is entitled to one vote for each share held of record on all matters submitted to a vote of the security holders. We do not have cumulative voting rights in the election of directors, and accordingly, holders of a majority of the voting shares are able to elect all of the directors.

Holders of common stock are entitled to receive ratably such dividends as may be declared by the board of directors out of funds legally available therefore as well as any distributions to the security holder. We have never paid cash dividends on our common stock, and do not expect to pay such dividends in the foreseeable future.

In the event of a liquidation, dissolution or winding up of our company, holders of common stock are entitled to share ratably in all of our assets remaining after payment of liabilities. Holders of common stock have no preemptive or other subscription or conversion rights. There are no redemption or sinking fund provisions applicable to the common stock.

COMMON STOCK: The securities being offered by the selling security holders are shares of our Common stock.

Common and Preferred Stock

We are presently authorized to issue 90,000,000 shares of \$.001 par value common stock. Currently we have 57,200,000 shares of common stock issued and outstanding. We are also authorized to issue 10,000,000 shares of \$.001 par value preferred stock. Currently we have 2,000,000 shares of preferred stock issued and outstanding. Class A preferred shares provides for, at the holders' option, a 1 to 3 conversion to common stock i.e. for every one share of Class A preferred stock converts to 3 shares of common stock. Additionally, for every 1 share of Class A preferred stock equals 3 common share votes. There is no conversion fee associated with the preferred shares.

All shares when issued will be fully paid and non-assessable. All common stock shares are equal to each other with respect to liquidation and dividend rights. Holders of voting shares are entitled to one vote for each share they own at any shareholders' meeting. Holders of shares of common stock are entitled to receive such dividends as may be declared by the Board of Directors out of funds legally available therefore, and upon liquidation are entitled to participate pro-rata in a distribution of assets available for such a distribution to shareholders.

There are no conversion rights, pre-emptive or other subscription rights or privileges with respect to common shares. Reference is made to our Articles of Incorporation for a more complete description of the rights and liabilities of holders of common stock.

Our shares do not have cumulative voting rights; consequently the holders of more the 50% of the shares voting for each election of directors may elect all of the directors if they choose to do so. In such event, the holders of the remaining shares aggregating less than 50% will not be able to elect any directors. We will furnish annual reports to our shareholders, which will include financial statements and other interim reports as we deem appropriate.

Warrants

We currently have no issued or outstanding warrants.

Liquidation Rights

Upon our liquidation or dissolution, each outstanding common share will be entitled to share equally in our assets legally available for distribution to shareholders after the payment of all debts and other liabilities. Preferred shares have no special liquidation rights.

Voting Rights

Holders of our common shares are entitled to cast one vote for each share on common stock held of record at all shareholders meetings for all purposes. Holders of our Class A preferred stock cast 3 votes for each share held.

Amendment of our Bylaws

Our bylaws may be adopted, amended or repealed by the affirmative vote of a majority of our outstanding shares. Subject to applicable law, our bylaws also may be adopted, amended or repealed by our board of directors

Other Rights

Common shares are not redeemable, have no conversion rights and carry no preemptive or other rights to subscribe to or purchase additional common shares in the event of a subsequent offering. There is no provision in our charter or by-laws that would delay defer or prevent a change in control of us. Preferred Class A, shares have conversion rights to common shares. Preferred Class A converts to 3 shares of common stock for each share held.

Transfer Agent and Registrar

Currently we do not have a stock transfer agent. We intend to engage a stock transfer agent in the near future.

INTERESTS OF NAMED EXPERTS AND COUNSEL

This Form S-1 Registration Statement was prepared by our counsel, The Law Office of Leo J. Moriarty. The financial statements attached hereto were audited by GBH CPAs, PC ("GBH"). Neither The Law Office of Leo J. Moriarty nor M & K CPAS, has any interest contingent or otherwise in Sport Endurance, Inc.

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the registrant or any of its parents or subsidiaries. Nor was any such person connected with the registrant or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

The financial statements included in this prospectus and the registration statement have been audited by M&K CPAS, PLLC and associates Certified Public Accountants to the extent and for the periods set forth in their report appearing elsewhere herein and in the registration statement, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

DESCRIPTION OF BUSINESS

General Overview

Sport Endurance, Inc. was incorporated in the State of Nevada on January 3, 2001 under the name of Cayenne Construction, Inc. The Company changed its name to Sport Endurance, Inc. in August of 2009.

Sport Endurance, Inc. is presently marketing one Soft-Gel capsule (named Sport Endurance 8-hour Energy Soft-Gels). The Company intends to offer energy drinks and energy shots in 2011.

Sport Endurance, Inc. is a development stage company with a limited history of operations.

The Company's offices are located at 1890 South 3850 West Salt Lake City, Utah, 84104. The Company's Telephone number is (877) 255-9218.

ORGANIZATON WITHIN LAST FIVE YEARS

SPORT ENDURANCE, INC. (the "Company" or the "Registrant") was formerly known as Cayenne Construction, Inc. and was originally incorporated in the State of Nevada on January 1, 2001. The Company was in the business of reselling concrete. The Company ceased operations in the concrete business in 2002. In July of 2009, the board of directors of the Company revived the Nevada Corporation under the name SPORT ENDURANCE, INC.

The purpose of reviving the Nevada Corporation was to develop the business of Sport Endurance drinks. The revival was completed by the filing of Articles of Revival with the Secretary of State of Nevada on July 28, 2009. The Company changed its name on August 6, 2009 to SPORT ENDURANCE, INC. In August 2009 Robert Timothy purchased the majority shares of SPORT ENDURANCE, INC. and became the President and Director of the company.

At this time, the company is attempting to market and sell energy Gel-Caps to convenience stores in the Salt Lake City area. The company plans to market its energy Gel Caps through a combination of direct sales, referrals and networking within the industry.

Over the next twelve months, Sport Endurance, Inc. plans to build out its reputation and network in the energy Gel-Cap industry, thereby attracting new clients.

BUSINESS FACILITIES

Sport Endurance, Inc. is located at 1890 South 3850 West in Salt Lake City, Utah, 84104. The telephone number is (877) 255-9218.

On October 1, 2009 the Company signed a lease for 3,500 square feet of office space at 1890 South 3850 West in Salt Lake City, Utah, 84104. The term of the lease is 60 months, beginning on the first day of October, 2009 and ending on the first day of October, 2014. This location is now the primary location of the Company, rented on a month to month basis at a rate of \$1,995.00 per month. The company believes that the space is suitable to run its business operations for the next 60 months.

This property is owned by the Companies President, Robert Timothy's mother and father DeVon Timothy and Robert Timothy. (See related party transactions on page 33.

UNIQUE FEATURES OF THE COMPANY

This market is very much lifestyle driven, especially by young, image-conscious adults, who see these drinks, shots and Gel Caps as a kind of fashion accessory. Early in energy drink history, athletes were the primary consumers. In today's world, athletes are still a strong target market. However, the consumer base for energy drinks has now expanded beyond that of simply athletes. From Clubbers, Video-gamers, Extreme Sports enthusiasts to everyday parents looking for a pick me up in the morning while at home or work.

The company believes that the demand for energy drinks could be a direct result of people's lives becoming busier. As people fill their lives to capacity and then add even more responsibilities, the daily schedules can become quite overwhelming, leaving little time for rest, relaxation, or sleep. The company intends to market this problem to meet those demands.

Sport Endurance aims to establish its Gel Caps in convenience stores and retail stores in the Salt Lake City, Utah area. The Company believes that their combination of their specialized Gel Cap, aimed to a consumer that has widespread applicability is one of its unique features.

OVERALL STRATEGIC DIRECTION

The Company plans to establish its reputation in the energy Gel-Cap industry, thereby attracting new clients and building out its network of operations.

The company aims to form long term working relationships with a number of convenience stores in the Salt Lake City, (Utah) area.

DESCRIPTION OF PRODUCTS

Robert Timothy, CEO and Director of Sport Endurance Inc, came up with idea over the last year of what he believes will be a successful Liquid Energy Gel Cap.

Our Liquid Energy Gel Cap provides a natural energy boost. The main ingredients in our product include Ginseng, Guarana, Vitamins B3, B4, B6, and B12, Antioxidants, and Amino Acids and (L-Arginine).

Product Development:

In early 2009, Mr. Timothy began working with Soft Gel Technologies Inc, located at 6982 Bandini Blvd, Los Angeles, CA 90040. Soft Gel Technologies, Inc.® (SGTI®) has specialized in providing Natural Products Industry marketers with premium quality dietary supplements in a soft gelatin capsule delivery system. Soft Gel is a full service contract manufacturer dedicated to the production and marketing of branded products and turnkey custom formulations.

Soft Gel is headquartered in Los Angeles, California, it has the capacity to meet high volume demands as well as accommodate smaller jobs.

Mr. Timothy and Soft Gel Technologies formulated the Gel Caps that Sport Endurance Inc, intends to sell and market. The Gel Cap will go under the label of Sport Endurance 8-Hour Energy Soft Gel. Sport Energy 8-Hour Energy Soft Gel is a product that assists in increasing energy.

The Company has not patented the formula that is to be used in Sport Endurance 8-Hour Energy Soft Gels at this time.

Manufacturing:

In March of 2009, Soft Gel Technologies, Inc. (SGTI) and Sport Endurance Inc. finalized the formula for the Sport Endurance 8-Hour Energy Gel Caps; SGTI will manufacture Sport Energy 8-Hour Energy Soft Gel for the company. All key ingredients included in our product are readily available from SGTI.

Packaging:

In July of 2009 Mr. Timothy took the manufactured product to Traco Manufacturing Inc, located at 620 South 1325 West, Orem Utah 84058, for packaging development.

Traco Manufacturing can provide all packaging needs in connection with the Sport Endurance 8-Hour Energy Gel Cap. Traco has not packaged any product for the Company at this time.

About Traco Manufacturing Inc:

known for: digital printing, flexo printing, corona treating, laminating, pressure sensitive labels, die-cutting, film seaming, slitting, UV coating, printed shrink labels, tamper evident bands, PREFORMS, super shrink, super sealers, PVC SHRINK FILM, Polyolefin shrink film, shrink bags, shrink wrap equipment & supplies.

TRACO MANUFACTURING INC. is a U.S. manufacturer and importer of packaging equipment and shrink film products. Traco appreciates a growing base of packaging customers as it celebrates 25 years in the shrink film and packaging industry. Traco's packaging products are primarily sold through stocking distributors in the USA and internationally.

Sales Strategy:

We have established a two-prong sales approach; our first prong utilizes direct sales through Robert Timothy and Ronald Schuurman. Our second prong is the use of Mr. Checkout a nationwide convenience store distributor located at 1650 SW 22nd Ave Circle, Boca Raton, FL 33486.

Direct Sales

Our direct sales is being conducted by Mr. Timothy and Mr. Schuurman, they are currently marketing the product locally in the Salt Lake City, Utah area to convenience stores and small retail shops. Their current marketing strategy consists of various Point of Sale material including posters and flyers developed by Mr. Timothy in the past several months.

Nationwide convenience store distributor

Mr. Checkout Distributors Inc. is a unique 20 year old group of direct-store-delivery (DSD) wagon jobbers, rack distributors, retail merchandisers, wholesale suppliers, manufacturers, and wholesale-to-distributor cash & carry warehouse companies and food and beverage distributors and wholesalers servicing over 44,000 retail stores nationwide. Over 17,000 of the retail store locations are serviced by our network wagon-jobbers. They service convenience stores, groceries, big box stores and super drug stores in the US since 1989. They specialize in convenience store products and c-store distribution channels nationwide. Both Wholesale Suppliers and Distributors are welcome.

The Mr. Checkout model would enable the Company to pay slotting fees to gain shelf space in more than 44,000 retail locations. The cost associated with Mr. Checkout is

\$30.00 per location per year. Therefore, the required funding needed to support this model would be in excess of \$1.3M.

To utilize our second prong of sales approach (Mr. Checkout) the Company will need to seek additional capital to fund the Mr. Checkout model. Presently the Company does not have the additional capital needed to utilize the Mr. Checkout model.

We intend to derive income from these sales and our goal is establish brand recognition.

In order to bring the Companies Sport Endurance 8-Hour Energy Gel Cap to market, the Company will need to seek additional capital of approximately \$50,000. These funds would be used for rent, deposits and marketing materials. If the Company is unable to obtain additional financing at reasonable cost, it would be unable to manufacture, package and sell their Gel Caps. Presently the Companies working capital consists of \$3200 which is not sufficient to fund the sale of Gel Caps through Mr. Timothy and Mr. Schuurman.

FEATURES OF THE PRODUCT AND SERVICES:

The Company believes that there is a role for companies that can provide quality products and service.

Our form of product may involve assisting a store in the following:

- Delivery of only a small amount of product, when a convenience store does not have adequate storage space;
- Delivery of large amounts of product to stores with large storage space.
- The ability of the company to speak directly to convenience store managers about the product.

THE ENERGY GEL CAP INDUSTRY

Competition:

There are numerous companies and individuals who are engaged in the ENERGY Gel Cap business, and such business is intensely competitive. We believe the highly specialized nature of our corporate focus enables us to be a better long-term partner for our clients than if we were organized as a traditional energy Gel Cap company.

The Company believes that by offering quality energy Gel Cap and superior service in the energy Gel Cap industry, then it will have more energy Gel Cap customers. Nevertheless, many of our competitors have significantly greater financial and other resources as well as greater managerial capabilities than we do and are therefore, in certain respects, in a better position than we are to provide energy Gel Caps. There can be no assurance that we will be able to compete against these Energy Gel Cap businesses such as Redline and Stacker 2.

CURRENT BUSINESS FOCUS

The Company's business focus is to provide quality Energy Gel Caps and superior service to convenience stores in the Salt Lake City, Utah area along with, at a reasonable price, to the largest percentage of the target market population as possible. The Company believes that the ability to deliver a product and consistency of service are main factors in fostering a repeat customer base, greater advisory network and reputation.

ADVANTAGES OF COMPETITORS OVER US

The Company believes the following are advantages of Competitors over us.

CUSTOMER BASE: Presently the company does not have an established regular customer base.

FINANCIAL RESOURCES: The Company believes that many of its competitors (Redline and Stacker 2) have at this time a significantly greater financial and other resources than we do and are therefore, in certain respects, in a better position to provide energy Gel Caps as well as promote their services.

COMPETITIVE ADVANTAGES

The Company believes that its key competitive advantages are:

EXPERIENCED MANAGEMENT:

The Company believes that it has experienced management. Our sole Director and executive officer Mr. Timothy has over 5 years of experience in the management and business operations. The company believes that the knowledge, relationships, reputation and successful track record of its management will help it to build and maintain its client base.

PERFORMANCE

The Company believes that its ability to provide quality energy Gel Caps, service performance and service consistency is one of its key advantages. Through performance, the Company hopes to develop a repeat customer base, and a greater advisory network and reputation.

NICHE INDUSTRY

We believe the highly specialized nature of our corporate focus enables us to be a better long-term partner for our clients than if we were organized as a traditional energy company, which we believe has a limited usefulness for the client.

RESEARCH AND DEVELOPMENT

The Company is not currently conducting any research and development activities. However if research and development is required in the future, we intend to rely on third party service providers.

EMPLOYEES

Mr. Timothy is the sole Director, Chief Executive Officer, President, Secretary, and Principal Executive Officer of Sport Endurance, Inc. Presently, there are two other employees of the Company, Ronald Schuurman, Chief Financial Officer, Treasurer and Shaun Roos, who is reasonable for development of all marketing material including brochures, sales material.

The Company plans to employ individuals on an as needed basis. The company anticipates that it will need to hire additional employees as the business grows. In addition, the Company may expand the size of our Board of Directors in the future. Presently Mr. Timothy, Mr. Schuurman and Mr. Roos will devote 40 hours a week to the affairs of the Company. Mr. Timothy, Mr. Schuurman and Mr. Roos do not receive a salary or benefits in any form. Presently the Company does not have any plans to begin paying salaries, cash or otherwise, or offering any form of benefits to our Board of Directors, Officer and employees.

ADDITIONAL PRODUCTS:

In, 2011 Sport Endurance, Inc intends to market and distribute quality beverages, snacks and dietary supplements. The Company has set out to develop an Energy drink with a positive,

non-offensive name, great taste and competitive pricing. In addition the Company also intends to offer sugar free Energy Shots in various flavors in 2011.

These products will require the Company to seek additional capital of \$1M to formulate, manufacture, package and distribution. The Company believes it will not have the additional capital until 2011.

DESCRIPTION OF PROPERTY

We do not own any properties as we are an early stage development company. Commencing October 1, 2009 the Company occupies 3,500 square feet of office space located at 1890 South 3850 West in Salt Lake City, State of Utah, 84104. This property is owned by the Company's President Robert Timothy's mother and father DeVon Timothy and Robert Timothy. (See related party transactions on page 33.

The term of the lease is 60 months, beginning on the first day of October, 2002 and ending on the first day of October, 2014. This location is now the primary location of the Company, rented on a month to month basis at a rate of \$1,995.00 per month. The company believes that the space is suitable to run its business operations for the next 60 months.

LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings, which arise, in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are not currently involved in legal proceedings that could reasonably be expected to have a material adverse effect on our business, prospects, financial condition or results of operations. We may become involved in material legal proceedings in the future.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

There is presently no public market for our shares of common stock. We anticipate applying for trading of our common stock on the OTCBB upon the effectiveness of the registration statement of which this prospectus forms apart. However, we can provide no assurance that our shares of common stock will be traded on the OTCBB or, if traded, that a public market will materialize.

Holders of Capital Stock

As of the date of this registration statement, we had 24 holders of our common stock and 2 holders of our preferred stock.

Rule 144 Shares

As of the date of this registration statement, we do not have any shares of our common stock that are currently available for sale to the public in accordance with the volume and trading limitations of Rule 144.

Stock Option Grants

We do not have any stock option plans.

Registration Rights

We have not granted registration rights to the selling shareholders or to any other persons.

**MANAGEMENT'S
DISCUSSION AND
ANALYSIS OF FINANCIAL
CONDITION
AND RESULT OF
OPERATIONS**

The following plan of operation provides information which management believes is relevant to an assessment and understanding of our results of operations and financial condition. The discussion should be read along with our financial statements and notes thereto.

This section includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our predictions.

Nature of business

The following tables and narrative discussion set forth key components of our results of operations for the periods indicated, in dollars, and key components of our revenue for the period indicated, in dollars. We were incorporated in the State of Nevada on January 3, 2001 under the name of Cayenne Construction, Inc. The Company ceased all operations as a ready-mix concrete provider in 2002. The Company was dormant from 2002 until July of 2009. The Company has had no revenues or expenses for this time period.

The Company was revived on July 28, 2009 and changed its name to Sport Endurance, Inc. in August 2009. In August 2009 Robert Timothy acquired controlling interest in Sport Endurance, Inc.

Sport Endurance, Inc. is presently offering one Soft Gel Capsule. (Named Sport Endurance 8-hour Energy Soft-Gels).

In 2011 Sport Endurance, Inc. intends to market and distribute quality beverage, snacks and dietary supplements products.

The company intends to

offer Shocking Great Taste energy drinks in 6 flavors. Mango Cream, Raspberry Cream, Fruit Punch, Tropical, Doo Drop and Cran-Grape. The company intends to offer regular and sugar free versions of Mango Cream.

In January of 2011, Sport Endurance intends to launch sugar free energy shots. The sugar free shots would be offered in 4 flavors, Mango, Tropical, Fruit Punch and Raspberry .

Significant accounting policies

Equipment

Equipment is recorded at the lower of cost or estimated net recoverable amount, and is depreciated using the straight-line method over the estimated useful lives of the related assets as follows:

Computer 5 years
equipment
Furniture 7 years
and fixtures

Maintenance and repairs will be charged to expense as incurred. Significant renewals and betterments will be capitalized. At the time of retirement or other disposition of equipment, the cost and accumulated depreciation will be removed from the accounts and any resulting gain or loss will be reflected in operations.

The Company will assess the recoverability of equipment by determining whether the depreciation and amortization of these assets over their remaining life can be recovered through projected undiscounted future cash flows. The amount of equipment impairment, if any, will be measured based on fair value and is charged to operations in the period in which such impairment is determined by management.

Income taxes

The Company accounts for income taxes under SFAS No. 109, "Accounting for income taxes", under SFAS No. 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities

and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is provided for significant deferred tax assets when it is more likely than not, that such asset will not be recovered through future operations.

Fair value of Financial Instruments

Financial instruments consist principally of cash, trade and notes receivables, trade and related party payables and accrued liabilities. The carrying amounts of such financial instruments in the accompanying balance sheets approximate their fair values due to their relatively short-term nature. It is management's opinion that the Company is not exposed to significant currency or credit risks arising from these financial instruments.

Revenue recognition

For revenue from product sales, we will recognize revenue upon shipment or delivery to our customers based on written sales terms that do not allow for a right of return. As such, revenue is recognized at the time of sale if collectability is reasonably assured. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related sales are recorded. The Company defers any revenue for which the product has not been delivered or is subject to refund until such time that the Company and the customer jointly determine that the product has been delivered or no refund will be required.

Basic and diluted loss per share

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an "as if converted" basis, by the weighted average number of common shares outstanding plus potential dilutive securities. For the periods presented, potential dilutive securities had an anti-dilutive effect and were not included in the calculation of diluted net loss per common share.

Stock-based compensation

In December 2004, the FASB issued SFAS No. 123 (revised 2004), Share-Based Payment, which is a revision of SFAS No. 123, Accounting for Stock-Based Compensation.

SFAS No. 123(R) supersedes APB Opinion No. 25, Accounting for Stock Issued to Employees and amends SFAS No. 95, Statement of Cash Flows. Generally, the approach in SFAS No. 123(R) is similar to the approach described in SFAS No. 123. However, SFAS No. 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative.

Our employee stock-based compensation awards are accounted for under the fair value method of accounting, in accordance with SFAS 123(R), as such, we record the related expense based on the more reliable measurement of the services provided, or the fair market value of the stock issued multiplied by the number of shares awarded.

We account for our employee stock options under the fair value method of accounting, in accordance with SFAS 123(R), using a Black-Scholes valuation model to measure stock option expense at the date of grant. We do not backdate, re-price, or grant stock-based awards retroactively. As of the date of this report, we have not issued any stock options.

Recently Adopted Accounting Pronouncements

During September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, *Fair Value Measurements* ("FAS 157"). FAS 157 defines fair value, establishes a framework for measuring fair value and requires enhanced disclosures about fair value measurements. FAS 157 requires companies to disclose the fair value of financial instruments according to a fair value hierarchy as defined in the standard. In February 2008, the FASB issued FASB Staff Position 157-1, *Application of FASB Statement No. 157 to FASB Statement No. 13 and Other Accounting Pronouncements That Address Fair Value Measurements for Purposes of Lease Classification or Measurement under Statement 13* ("FSP 157-1") and FSP 157-2, *Effective Date of FASB Statement No. 157* ("FSP 157-2"). FSP 157-1 amends FAS 157 to remove certain leasing transactions from its scope. FSP 157-2 delays the effective date of FAS 157 for all non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis, until fiscal years beginning after November 15, 2008. These nonfinancial items include assets and liabilities such as reporting units measured at fair value in a goodwill impairment test and nonfinancial assets acquired and liabilities assumed in a business combination. FAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007 and was adopted by the Company, as it applies to its financial instruments, effective January 1, 2008. The Company has considered the guidance provided by FSP 157-3 in its determination of estimated fair values as of August 31, 2009, and assessed there was no impact.

Recently Issued Accounting Pronouncement

During May 2008, the FASB issued Statement of Financial Accounting Standards No. 162, *The Hierarchy of*

Generally Accepted Accounting Principles (“FAS 162”). FAS 162 identifies the sources of accounting principles and the framework for selecting principles to be used in the preparation and presentation of financial statements in accordance with generally accepted accounting principles. This statement will be effective 60 days after the Securities and Exchange Commission approves the Public Company Accounting Oversight Board’s amendments to AU Section 411, *The Meaning of ‘Present Fairly in Conformity With Generally Accepted Accounting Principles’*. The adoption of SFAS 162 is not expected to have a material impact on the Company’s financial position, results of operation or cash flows.

During March 2008, the FASB issued Statement of Financial Accounting Standards No. 161, *Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133* (“FAS 161”). This new standard requires enhanced disclosures for derivative instruments, including those used in hedging activities. It is effective for fiscal years and interim periods beginning after November 15, 2008, and became applicable to the Company in the first quarter of fiscal 2009. The adoption of SFAS 161 is not expected to have a material impact on the Company’s financial position, results of operation or cash flows.

In December 2007, the FASB issued SFAS No. 160, “Non-controlling Interests in Consolidated Financial Statements”. This statement amends ARB 51 to establish accounting and reporting standards for the non-controlling (minority) interest in a subsidiary and for the de-consolidation of a subsidiary. It clarifies that a non-controlling interest in a subsidiary is equity in the consolidated financial statements. SFAS No. 160 is effective for fiscal years and interim periods beginning after December 15, 2008. The adoption of SFAS 160 is not expected to have a material impact on the Company’s financial position, results of operation or cash flows.

In December 2007, the FASB issued SFAS No. 141 (Revised), "Business Combinations". SFAS 141 (Revised) establishes principles and requirements for how an acquirer of a business recognizes and measures in its financial statements, the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree. This statement also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. The guidance became effective for the fiscal year beginning after December 15, 2008. The adoption of SFAS 141 is not expected to have a material impact on the Company's financial position, results of operation or cash flows.

Result of Operations

Fiscal Year Ended August 31, 2009 Compared to Fiscal Period Ended August 31, 2008

The following tables and narrative discussion set forth key components of our results of operations for the periods indicated, in dollars, and key components of our revenue for the period indicated, in dollars.

**SPORT ENDURANCE, INC. (formerly Cayenne
Construction, Inc.)
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS**

	For the year ended August 31, 2009	For the year ended August 31, 2008	January 3, 2001 (inception) to August 31, 2009
Revenue	\$ -	\$ -	\$ -
Operating expenses:			
General and administrative	-	-	3,200
Professional fees	-	-	125,000
Total operating expenses	-	-	128,200
Net operating loss	-	-	(128,200)
Offering costs	-	-	(13,000)
Loss before provision for income taxes	-	-	(141,200)
Provision for income taxes	-	-	-
Net (loss)	\$ -	\$ -	\$ (141,200)
Weighted average number of common shares outstanding - basic and fully diluted	29,797,808	29,200,000	
Net (loss) per share - basic and fully diluted	\$ -	\$ -	

Sales

During the year ended August 31, 2009, we generated \$0 in revenues. There was no increase in revenues from the comparable 2008 because the company has not yet commenced operations subsequent to that period.

Operating Expenses

Total operating expenses for the years ended August 31, 2009 and 2008 totaled \$0.

Liquidity and Capital Resources

Since our inception on January 3, 2001, we have incurred a loss of (\$141,200). Our cash and cash equivalent balances were \$3,200 for the period ended August 31, 2009. At August 31, 2009 we had an accumulated deficit of (\$141,200). Total current liabilities due to accounts payable were \$0.00.

We had working capital of \$3,200 and a deficit accumulated during the exploration stage of \$141,200 as of August 31, 2009.

Fifty Seven Million Two Hundred Thousand (57,200,000) common shares were issued with a value of \$0.001. Two Million (2,000,000) Preferred shares were issued with a value of \$0.025. For the period ended August 31, 2009, net cash after operating activities was \$NIL. General and administrative expenses as of August 31, 2009 were \$3,200.

Based on our current operating plan, we do not expect to generate revenue that is sufficient to cover our expenses for at least the next twelve months. In addition, we do not have sufficient cash and cash equivalents to execute our operations for at least the next twelve months. We will need to obtain additional financing to conduct our day-to-day operations, and to fully execute our business plan. We will raise the capital necessary to fund our business through a subsequent offering of equity securities. Additional financing, whether through public or private equity or debt financing, arrangements with security holders or other

sources to fund operations, may not be available, or if available, may be on terms unacceptable to us.

Our ability to maintain sufficient liquidity is dependent on our ability to raise additional capital. If we issue additional equity securities to raise funds, the ownership percentage of our existing security holders would be reduced. New investors may demand rights, preferences or privileges senior to those of existing holders of our common stock. Debt incurred by us would be senior to equity in the ability of debt holders to make claims on our assets. The terms of any debt issued could impose restrictions on our operations. If adequate funds are not available to satisfy either short or long-term capital requirements, our operations and liquidity could be materially adversely affected and we could be forced to cease operations.

**SPORT ENDURANCE, INC. (formerly Cayenne
Construction, Inc.)**
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS

	For the year ended August 31, 2009	For the year ended August 31, 2008	January 3, 2001 (inception) to August 31, 2009
CASH FLOWS FROM OPERATING ACTIVITIES			
Net (loss)	\$ -	\$ -	\$ (141,200)
Adjustments to reconcile net (loss) to net cash used in operating activities:			
Shares issued for services	-	-	125,000
Decrease (increase) in assets:			
Prepaid expenses	(1,800)	-	(1,800)
Net cash used in operating activities	(1,800)	-	(18,000)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from sale of common and preferred stock	5,000	-	21,200
Net cash provided by financing activities	5,000	-	21,200
NET CHANGE IN CASH	3,200	-	3,200
CASH AT BEGINNING OF YEAR	-	-	-
CASH AT END OF YEAR	<u>\$ 3,200</u>	<u>\$ -</u>	<u>\$ 3,200</u>
SUPPLEMENTAL INFORMATION:			
Interest paid	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Non-cash activities:			
Number of shares issued for services	-	-	25,000,000
Number of shares issued for equipment	<u>25,340,000</u>	-	<u>25,340,000</u>

Operating Activities

Cash used in operating activities was \$0 for the year-end of fiscal 2009 compared to \$0 for fiscal 2008. Operating cash flows for fiscal 2008 reflects no business be conducted by the company.

Investing Activities

Cash used in investing activities was \$0 for the year-end of fiscal 2009 compared to \$0 for fiscal 2008. Investing cash flows for fiscal 2008 reflects no business be conducted by the company.

Financing Activities

Cash provided by financing activities of \$5,000 for the year-end of fiscal 2009 compared to \$0 for fiscal 2008. During the year of fiscal 2009, we received net proceeds of \$5,000 from the issuance of 2,000,000 shares of preferred stock. Cash provided by financing activities for the year ended of fiscal 2008 consisted of zero net proceeds.

Off Balance Sheet Arrangements

We have no significant known off balance sheet arrangements.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There have been no changes in or disagreements with accountants on accounting or financial disclosure matters.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Our Director and any additional Directors we may appoint in the future are elected annually and will hold office until our next annual meeting of the shareholders (January 15, 2010) and until their successors are elected and qualified. Officers will hold their positions at the pleasure of the Board of Directors. Our officers and Directors may receive compensation as determined by us from time to time by vote of the Board of

Directors. Such compensation might be in the form of stock options. Directors may be reimbursed by the Company for expenses incurred in attending meetings of the Board of Directors. Vacancies in the Board are filled by majority vote of the remaining Directors.

The following table sets forth our director and executive officers, their ages, and all offices and positions held. Directors are elected for a period of one year and thereafter serve until the stockholders duly elect their successor. Officers and other employees serve at the will of the Board of Directors.

Board of Directors

Robert Timothy - --
Chairman

Executive Officers

The following table sets forth the name and age of our officers as of August 31, 2009. Our two Executive Officers are elected annually by our sole director, Mr. Timothy. Both of our current executive officers, Mr. Robert Timothy and Ronald Schuurman, are full-time employees and hold their offices until they resign, are removed by the Board, or his successor is elected and qualified.

Presently Mr. Timothy and Mr. Schuurman will devote 40 hours a week to the affairs of the Company. Mr. Timothy and Mr. Schuurman do not receive a salary or benefits in any form. Presently the Company does not have any plans to begin paying salaries, cash or otherwise, or offering any form of benefits to our Board of Directors, Officer and employees.

NAME	AGE	POSITION	Term since
Robert Timothy	33	Chief Executive Officer	August 20, 2009
Ronald Schuurman	56	Chief Financial Officer	August 20, 2009

MANAGEMENT
BIOGRAPHIES

ROBERT TIMOTHY,
CHIEF EXECUTIVE
OFFICER, PRESIDENT,
SECRETARY, AND
DIRECTOR (PRINCIPAL
EXECUTIVE OFFICER)

Mr. Robert Timothy, aged 33, is the Chief Executive Officer, President, Secretary, and Director (Principal Executive Officer) of the Company. He was appointed in August 2009.

From 2007, to present Mr. Timothy has acted as a Private consultant for Robert Timothy Consulting (RTC). As business consultants, RTC provides specialized marketing consulting services to start-up companies in the convenience store industry. Since 2007, Mr. Timothy has provided marketing support, developing marketing strategies and new product concepts, establishing distribution channels, analyzing branding initiatives for new companies.

Additionally Mr. Timothy has experience in management and business operations. From 1999 to 2007, Mr. Timothy worked for Fidelity Brokerage Services LLC as a financial planner/Private Access Relationship Manager. His responsibilities included building strong relationships, developing assets, acquiring new business and servicing Fidelity investments high net worth customers (Private Access Department). Other responsibilities included problem resolution, special projects and engage in discussions around Fidelity's guidance offerings.

Trading included: stocks, options, mutual funds, precious metals, CD's, Treasuries, Municipal and Commercial Bonds. Mr. Timothy holds the following Security licenses, Series 7 and Series 63.

RONALD SCHUURMAN,
CHIEF FINANCIAL
OFFICER, TREASURE
(PRINCIPAL EXECUTIVE
OFFICER)

Mr. Ronald Schuurman, aged 56, is the Chief Financial Officer, Treasure

and (Principal Financial Officer and of the Company. He was appointed in August 2009.

From 2006, to present Mr. Schuurman worked for WINN-DIXIE STORES, INC., located Jacksonville, Florida as a Pricing and Assortment Manager (Category Manager). He was responsible for product selection, pricing, and developing promotions and overseeing \$350 million in annual sales. He rolled out the price impact stores (Save Rite) 62 stores in 3 states.

Additionally Mr. Schuurman worked for SMITHS FOOD & DRUG, Albuquerque, New Mexico from 1981 – 2006 where he was a Non Perishable Specialist (*supervisor*). He was responsible for 25 stores merchandising and operations for all non perishable departments.

Family Relationships

There are no family relationships between any two or more of our directors or executive officers. There is no arrangement or understanding between any of our directors or executive officers and any other person pursuant to which any director or officer was or is to be selected as a director or officer, and there is no arrangement, plan or understanding as to whether non-management shareholders will exercise their voting rights to continue to elect the current board of directors. There are also no arrangements, agreements or understandings to our knowledge between non-management shareholders that may directly or indirectly participate in or influence the management of our affairs.

Involvement in Certain Legal Proceedings

During the past five years, none of the following occurred with respect to a present or former director or executive officer of the Company: (1) any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the

bankruptcy or within two years prior to that time; (2) any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); (3) being subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of any competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities; and (4) being found by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission or the commodities futures trading commission to have violated a Federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

Board Committees

All of the directors serve until the next annual meeting of shareholders and until their successors are elected and qualified by our shareholders, or until their earlier death, retirement, resignation or removal. Our Bylaws set the authorized number of directors at not less than one or more than nine, with the actual number fixed by our board of directors. Our Bylaws authorized the Board of Directors to designate from among its members one or more committees and alternate members thereof, as they deem desirable, each consisting of one or more of the directors, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution.

Our board of directors intends to establish two committees, an Audit Committee and a Compensation Committee. The principal functions of the Audit Committee will be to recommend the annual appointment of the Company's auditors concerning the scope of the audit and the results of their examination, to review and approve any material accounting policy changes affecting the Company's operating results and to review the Company's internal control procedures. The principal functions of the Compensation Committee will be to review and recommend compensation and benefits for the executives of the Company.

The Company's Board of Directors resolved that members of the Board can be appointed to consulting Audit and Compensation Committees, and the initial number of the Board members shall be later amended by

the Board.

The entire Board of Directors will perform the function of the Audit and Compensation Committee until we appoint directors to serve on the Audit Committee and Compensation Committee.

**EXECUTIVE
COMPENSATION**

Sport Endurance has made no provisions for paying cash or non-cash compensation to its two officers and sole director. No salaries are being paid at the present time, and none will be paid unless and until our operations generate sufficient cash flows.

The table below summarizes all compensation awarded to, earned by, or paid to our named executive officers for all services rendered in all capacities to us for the period from August 31, 2007 through August 31, 2009.

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**SUMMARY
COMPENSATION
TABLE**

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity	Non-Qualified	All Other Compensation	Totals
						Incentive Plan Compensation (\$)	Deferred Compensation Earnings (\$)		
Robert Timothy (Chief Executive Officer)	2009		0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0
Ronald Schuurman (Chief Financial Officer)	2009	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0
Joseph Scarpello (Chief Executive Officer)	2007 2008 2009	0	0	0	0	0	0	0	0

We did not pay any salaries in 2007, 2008 and 2009. We do not anticipate beginning to pay salaries until we have adequate funds to do so. There are no other stock option plans, retirement, pension, or profit sharing plans for the benefit of our officers and director other than as described herein.

Stock Option Grants

We have not granted any stock options to our executive officers or Directors since our incorporation.

Employment
Agreements

Currently, we do not have an employment agreement in place with any executive officers and director.

**SECURITY
OWNERSHIP OF
CERTAIN
BENEFICIAL
OWNERS AND
MANAGEMENT**

The following table provides the names and addresses of each person known to us to own more than 5% of our outstanding shares of common and Preferred stock as of August 31, 2009 and by the officers and directors, individually and as a group. Except as otherwise indicated, all shares are owned directly and the shareholders listed possesses sole voting and investment power with respect to the shares shown. The company presently has one Director Mr. Robert Timothy and two Officers Robert Timothy and Ronald Schuurman.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Owner	Percent of Class
Common Stock	Robert Timothy (1)	34,230,000	59.8%
Common Stock	Ronald Schuurman (2)	0	0
Common Stock	Calbridge Capital, LLC., (3)Steven Earlman 3200 Airport Ave Suite 20, Santa Monica, Ca 90405	14,680,000	25.6%
Common stock	SLC AIR, INC. (3)Stephen Crittenden 2764 Lake Sierra Drive, Suite #111 Los Vegas Nevada	5,000,000	8.7%
Common Stock	All executive officers and directors as a group	34,230,000	59.8%

(1) Robert Timothy is the Sole Director; he is also an officer of the company.

(2) Ronald Schuurman is the Chief Financial Officer; he owns no stock in the Company.

(3) Beneficial Owned

** This table does not include the two million Preferred shares presently issued an outstanding. See Preferred table below

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Owner	Percent of Class	Number of common shares if fully converted (*)	Percent of common shares if fully converted
Preferred Stock	Wellington Manor Holdings, Inc. , (2) Michael Ronin, 122 Ocean Park blvd Unit 411 Santa Monica, Ca.	1,000,000	50%	3,000,000	5.2%
Preferred	Trilogy Expedition, Inc. , (2)Kevin Quinn 122 Ocean Park Blvd. Unit 410, Santa Monica, Ca.	1,000,000	50%	3,000,000	5.2%
Preferred	All beneficial owners, executive officers and directors as a group	2,000,000	100%	6,000,000	10.4%

(1) There are no Officers or Directors in this group

(2) Beneficial Owned

** Preferred shares convert one share Preferred to three common shares.

Our sole director and chief executive officer Mr. Timothy will continue to own the majority of our common stock when the registration statement becomes effective. Since he will continue control the company after the offering, investors will be unable to change the course of the operations. Thus, the shares we are offering lack the value normally attributable to voting rights. This could result in a reduction in value of the shares you own because of their ineffective voting power. None of our common stock is subject to outstanding options, warrants, or securities convertible into common stock.

**TRANSACTIONS
WITH RELATED
PERSONS,
PROMOTERS AND
CERTAIN
CONTROL
PERSONS**

Commencing October 1, 2009 the Company occupies 3,500 square feet of office space located at 1890 South 3850 West in Salt Lake City, State of Utah, 84104. This property is owned by the Companies President Robert Timothy's mother and father DeVon Timothy and Robert Timothy.

The term of the lease is 60 months, beginning on the first day of October, 2002 and ending on the first day of October, 2014. This location is now considered the primary location of the Company, rented on a month to month basis at a rate of \$1,995.00 per month. The company believes that the space is suitable to run its business for the next 60 months.

On August 20, 2009, the Company issued 8,980,000 shares of our common stock to Robert Timothy in consideration for \$8,980, or \$0.001 per share. The proceeds of \$8,980 were received on September 1, 2009. As a result, a common stock subscription receivable of \$8,980 was recognized as of August 31, 2009.

On August 20, 2009, the Company issued 25,340,000 shares of our common stock to Robert Timothy in consideration of equipment with a cost basis of \$25,340, or \$0.001 per share. The cost basis approximates the fair market value of the equipment as of August 31, 2009.

As a result of Mr.

Timothy's two stock purchases he became the majority shareholder of the company and was elected the sole Director and the Chief Executive Officer of the Company on August 20, 2009.

On August 17, 2009, Joseph Scarpello sold 21,000,000 shares to Calbridge Capital for \$25,000.

Review, Approval and Ratification of Related Party Transactions

Given our small size and limited financial resources, we have not adopted formal policies and procedures for the review, approval or ratification of transactions, such as those described above, with our executive officer and Director and significant stockholders. However, all of the transactions described above were approved and ratified by our Board of Directors, consisting solely of Mr. Timothy. In connection with the approval of the transactions described above, our Director took into account several factors, including his fiduciary duty to the Company; the relationship of the related parties described above to the Company; the material facts underlying each transaction; the anticipated benefits to the Company and related costs associated with such benefits; whether comparable products or services were available (if applicable); and the terms the Company could receive from an unrelated third party.

We intend to establish formal policies and

procedures in the future, once we have sufficient resources and have appointed additional Directors, so that such transactions will be subject to the review, approval or ratification of our Board of Directors, or an appropriate committee thereof. On a moving forward basis, our sole Director will continue to approve any related party transaction based on the criteria set forth above.

CORPORATE GOVERNANCE

The Company promotes accountability for adherence to honest and ethical conduct; endeavors to provide full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with the Securities and Exchange Commission (the "SEC") and in other public communications made by the Company; and strives to be compliant with applicable governmental laws, rules and regulations. The Company has not formally adopted a written code of business conduct and ethics that governs the Company's employees, officers and Directors as the Company is not required to do so.

In lieu of an Audit Committee, the Company's Board of Directors, consisting solely of Mr. Timothy, is responsible for reviewing and making recommendations concerning the selection of outside auditors, reviewing the scope, results and effectiveness of the annual audit of

the Company's financial statements and other services provided by the Company's independent public accountants. The Board of Directors, consisting solely of Mr. Timothy, the Chief Executive Officer of the Company reviews the Company's internal accounting controls, practices and policies.

**DISCLOSURE OF
COMMISSION
POSITION ON
INDEMNIFICATION
OF SECURITIES
ACT
LIABILITIES.**

The Nevada Revised Statutes and our Articles of Incorporation, allow us to indemnify our officers and Directors from certain liabilities and our Bylaws, as amended (“Bylaws”), state that we shall indemnify every (i) present or former Director, advisory Director or officer of us, (ii) any person who while serving in any of the capacities referred to in clause (i) served at our request as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) (each an “Indemnitee”).

Our Bylaws provide that we shall indemnify an Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any proceeding in which he was, is or is threatened to be named as a defendant or respondent, or in

which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, if it is determined that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in our best interests and, in all other cases, that his conduct was at least not opposed to our best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to us or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to us.

Except as provided above, the Bylaws provide that no indemnification shall be made in respect to any proceeding in which such Indemnitee has been (a) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's official capacity, or (b) found liable to us. The termination

of any proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a) or (b) above. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall, include, without limitation, all court costs and all fees and disbursements of attorneys' fees for the Indemnitee. The indemnification provided shall be applicable whether or not negligence or gross negligence of the Indemnitee is alleged or proven.

Neither our Bylaws, nor our Articles of Incorporation include any specific indemnification provisions for our officer or Directors against liability under the Securities Act of 1933, as amended.

Additionally, insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Act") may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable .

**Sport Endurance,
Inc.**

**FINANCIAL
STATEMENTS OF
AUGUST 31, 2009
AND 2008 AND
FROM JANUARY
3, 2001
(INCEPTION) TO
AUGUST 31, 2009**

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**FINANCIAL
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REPORT OF
INDEPENDENT
REGISTERED
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ACCOUNTING
FIRM

The Board of
Directors and
Stockholders of
Sport Endurance,
Inc.
(A development
Stage Company)

We have audited the
accompanying
balance sheets of
SPORT
ENDURANCE,
INC. (the
"Company"), as of
August 31, 2009 and
2008, and the related
statements of
operations,
stockholders' deficit,
and cash flows for
the years ended
August 31, 2009 and
2008 and the period
from January 3,
2001 (Inception) to
August 31, 2009.
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 audits.

We conducted our
audits in accordance
with the standards of
the Public Company
Accounting
Oversight Board
(United States).
Those standards
require that we plan
and perform the
audits to obtain
reasonable assurance
about whether the
financial statements
are free of material
misstatement. The
Company was not
required to have, nor
were we engaged to
perform, an audit of
its internal control
over financial
reporting. Our audit
included
consideration of
internal control over
financial reporting as
a basis for designing
audit procedures that
are appropriate in the
circumstances, but

not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide 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 SPORT ENDURANCE, INC. as of August 31, 2009 and 2008, and the related statements of operations, stockholders' deficit, and cash flows for the years ended August 31, 2009 and 2008 and the period from January 3, 2001 (Inception) to August 31, 2009, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered recurring losses from operations, which raises substantial doubt about its ability to continue as a going concern. Management's

plans regarding those matters also are described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ M & K CPAS,
PLLC

www.mkcpas.com
Houston, Texas
September 11, 2009

**SPORT ENDURANCE, INC. (formerly
Cayenne Construction, Inc.)
(A DEVELOPMENT STAGE
COMPANY)
BALANCE SHEETS**

	August 31, 2009	August 31, 2008
ASSETS		
Current assets:		
Cash	\$ 3,200	\$ -
Prepaid expenses	1,800	-
Total current assets	5,000	-
Equipment	25,340	-
Total assets	<u>\$ 30,340</u>	<u>\$ -</u>
STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	-	-
Total current liabilities	-	-
Stockholders' equity:		
Preferred stock, \$0.001 par value, 10,000,000 shares authorized, 2,000,000 and -0- shares issued and outstanding as of August 31, 2009 and 2008, respectively	\$ 2,000	\$ -
Common stock, \$0.001 par value, 90,000,000 shares authorized, 57,200,000 and 29,200,000 shares issued and outstanding as of August 31, 2009 and 2008, respectively	57,200	29,200
Common stock subscriptions receivable (8,980,000 shares)	(8,980)	-
Additional paid-in capital	121,320	112,000
(Deficit) accumulated during development stage	(141,200)	(141,200)
Total stockholders' equity	<u>30,340</u>	<u>-</u>
Total stockholders' equity	<u>\$ 30,340</u>	<u>\$ -</u>

**SPORT ENDURANCE, INC. (formerly Cayenne
Construction, Inc.)**
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS

	For the year ended August 31, 2009	For the year ended August 31, 2008	January 3, 2001 (inception) to August 31, 2009
Revenue	\$ -	\$ -	\$ -
Operating expenses:			
General and administrative	-	-	3,200
Professional fees	-	-	125,000
Total operating expenses	-	-	128,200
Net operating loss	-	-	(128,200)
Offering costs	-	-	(13,000)
Loss before provision for income taxes	-	-	(141,200)
Provision for income taxes	-	-	-
Net (loss)	\$ -	\$ -	\$ (141,200)
Weighted average number of common shares outstanding			
- basic and fully diluted	<u>29,797,808</u>	<u>29,200,000</u>	
Net (loss) per share - basic and fully diluted	\$ -	\$ -	

SPORT ENDURANCE, INC. (formerly Cayenne Construction, Inc.)
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF STOCKHOLDERS' EQUITY

	Preferred stock		Common stock		Additional paid-In capital	Common stock subscriptions receivable	(Deficit) accumulated during development stage	Total stockholders' equity
	Shares	Amount	Shares	Amount				
Common stock issued to founder at \$0.001 per share, of which \$500 was paid in cash	-	\$ -	1,200,000	\$ 1,200	\$ -	\$ -	\$ -	1,200
Sale of common stock for cash	-	-	3,000,000	3,000	12,000	-	-	15,000
Net loss for the year ended August 31, 2001	-	-	-	-	-	-	(16,200)	(16,200)
Balance, August 31, 2001	-	-	4,200,000	4,200	12,000	-	(16,200)	-
Issuance of common stock for professional fees	-	-	25,000,000	25,000	100,000	-	-	125,000
Net loss for the year ended August 31, 2002	-	-	-	-	-	-	(125,000)	(125,000)
Balance, August 31, 2002	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Net loss for the year ended August 31, 2003	-	-	-	-	-	-	-	-
Balance, August 31, 2003	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Net loss for the year ended August 31, 2004	-	-	-	-	-	-	-	-
Balance, August 31, 2004	-	-	29,200,000	29,200	112,000	-	(141,200)	-

Net loss for the year ended August 31, 2005	-	-	-	-	-	-	-	-
Balance, August 31, 2005	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Net loss for the year ended August 31, 2006	-	-	-	-	-	-	-	-
Balance, August 31, 2006	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Net loss for the year ended August 31, 2007	-	-	-	-	-	-	-	-
Balance, August 31, 2007	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Net loss for the year ended August 31, 2008	-	-	-	-	-	-	-	-
Balance, August 31, 2008	-	-	29,200,000	29,200	112,000	-	(141,200)	-
Issuance of convertible preferred stock for cash	2,000,000	2,000	-	-	3,000	-	-	5,000
Issuance of shares in exchange for contributed equipment at \$0.001 per share	-	-	25,340,000	25,340	-	-	-	25,340
Common stock subscription receivable issued at \$0.001 per share	-	-	8,980,000	8,980	-	(8,980)	-	-
Previously issued common stock cancelled	-	-	(6,320,000)	(6,320)	6,320	-	-	-
Net loss for the year ended August 31, 2009	-	-	-	-	-	-	-	-
Balance, August 31, 2009	2,000,000	\$ 2,000	57,200,000	\$57,200	\$ 121,320	\$ (8,980)	\$ (141,200)	\$ 30,340

SPORT ENDURANCE, INC. (formerly Cayenne
Construction, Inc.)
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS

	For the year ended August 31, 2009	For the year ended August 31, 2008	January 3, 2001 (inception) to August 31, 2009
CASH FLOWS FROM OPERATING ACTIVITIES			
Net (loss)	\$ -	\$ -	\$ (141,200)
Adjustments to reconcile net (loss) to net cash used in operating activities:			
Shares issued for services	-	-	125,000
Decrease (increase) in assets:			
Prepaid expenses	(1,800)	-	(1,800)
Net cash used in operating activities	(1,800)	-	(18,000)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from sale of common and preferred stock	5,000	-	21,200
Net cash provided by financing activities	5,000	-	21,200
NET CHANGE IN CASH	3,200	-	3,200
CASH AT BEGINNING OF YEAR	-	-	-
CASH AT END OF YEAR	\$ 3,200	\$ -	\$ 3,200
SUPPLEMENTAL INFORMATION:			
Interest paid	\$ -	\$ -	\$ -
Income taxes paid	\$ -	\$ -	\$ -
Non-cash activities:			
Shares issued for services	-	-	125,000
Shares issued for equipment	25,340	-	25,340

**Sport Endurance,
Inc. (formerly
Cayenne
Construction,
Inc.)**

(A Development
Stage Company)
Notes to Financial
Statements

**Note 1 – Nature of
Business and
Significant
Accounting Policies**

Nature of business

Sport Endurance, Inc. (“the Company”) was incorporated as Cayenne Construction, Inc. in the state of Nevada on January 3, 2001 (“Inception”). The Company was formed to be an independent service provider of ready-mix concrete, whereby management was to arrange purchases of ready-mixed concrete by small contractors and customers on a fee basis. The Company ceased operations in 2002 and was revived in 2009 with a name change to, “Sport Endurance, Inc.” on August 6, 2009. The Company intends to manufacture and distribute a line of sports energy drinks.

These statements reflect all adjustments, consisting of normal recurring adjustments, which in the opinion of management are necessary for fair presentation of the information contained therein. The Company follows the same accounting policies in the preparation of interim reports.

The Company has adopted a fiscal year end of August 31st.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally

accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Equipment

Equipment is recorded at the lower of cost or estimated net recoverable amount, and is depreciated using the straight-line method over the estimated useful lives of the related assets as follows:

Computer 5
equipment years
Furniture 7
and years
fixtures

Maintenance and repairs will be charged to expense as incurred.

Significant renewals and betterments will be capitalized. At the time of retirement or other disposition of equipment, the cost and accumulated depreciation will be removed from the accounts and any resulting gain or loss will be reflected in operations.

The Company will assess the recoverability of equipment by determining whether the depreciation and amortization of these assets over their remaining life can be recovered through projected undiscounted future cash flows. The amount of equipment impairment, if any, will be measured based on fair value and is charged to

operations in the period in which such impairment is determined by management.

Start-Up Costs

The Company accounts for start-up costs, including organization costs, under the provisions of Statement of Position No. 98-5, "Reporting on the Costs of Start-up Activities", whereby such costs are expensed as incurred.

Advertising and promotion

All costs associated with advertising and promoting products are expensed as incurred.

Income taxes

The Company accounts for income taxes under SFAS No. 109, "Accounting for income taxes", under SFAS No. 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is provided for significant deferred tax assets when it is more likely than not, that such asset will not be recovered through future operations.

**Sport Endurance,
Inc. (formerly
Cayenne
Construction,
Inc.)**

(A Development
Stage Company)
Notes to Financial
Statements

Fair value of
Financial
Instruments

Financial instruments consist principally of cash, trade and notes receivables, trade and related party payables and accrued liabilities. The carrying amounts of such financial instruments in the accompanying balance sheets approximate their fair values due to their relatively short-term nature. It is management's opinion that the Company is not exposed to significant currency or credit risks arising from these financial instruments.

Revenue recognition

For revenue from product sales, we will recognize revenue upon shipment or delivery to our customers based on written sales terms that do not allow for a right of return. As such, revenue is recognized at the time of sale if collectability is reasonably assured. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related sales are recorded. The Company defers any revenue for which the product has not been delivered or is subject to refund until such time that the Company and the customer jointly determine that the product has been delivered or no refund will be required.

Basic and diluted
loss per share

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an "as if converted" basis, by the weighted average number of common shares outstanding plus potential dilutive securities. For the periods presented, potential dilutive securities had an anti-dilutive effect and were not included in the calculation of diluted net loss per common share.

Stock-based
compensation

In December 2004, the FASB issued SFAS No. 123 (revised 2004).

Share-Based Payment, which is a revision of SFAS No. 123, Accounting for Stock-Based Compensation.

SFAS No. 123(R) supersedes APB Opinion No. 25, Accounting for Stock Issued to Employees and amends SFAS No. 95, Statement of Cash Flows.

Generally, the approach in SFAS No. 123(R) is similar to the approach described in SFAS No. 123. However, SFAS No. 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative.

Our employee stock-based compensation awards are accounted for under the fair value method of accounting, in

accordance with SFAS 123(R), as such, we record the related expense based on the more reliable measurement of the services provided, or the fair market value of the stock issued multiplied by the number of shares awarded.

We account for our employee stock options under the fair value method of accounting, in accordance with SFAS 123(R), using a Black-Scholes valuation model to measure stock option expense at the date of grant. We do not backdate, re-price, or grant stock-based awards retroactively. As of the date of this report, we have not issued any stock options.

Recently Adopted Accounting Pronouncements

During September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, *Fair Value Measurements* (“FAS 157”). FAS 157 defines fair value, establishes a framework for measuring fair value and requires enhanced disclosures about fair value measurements.

FAS 157 requires companies to disclose the fair value of financial instruments according to a fair value hierarchy as defined in the standard. In February 2008, the FASB issued FASB Staff Position 157-1, *Application of FASB Statement No. 157 to FASB Statement No. 13 and Other Accounting Pronouncements That Address Fair Value Measurements for Purposes of Lease Classification or*

Measurement under Statement 13 (“FSP 157-1”) and FSP 157-2, *Effective Date of FASB Statement No. 157* (“FSP 157-2”). FSP 157-1 amends FAS 157 to remove certain leasing transactions from its scope. FSP 157-2 delays the effective date of FAS 157 for all non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis, until fiscal years beginning after November 15, 2008. These nonfinancial items include assets and liabilities such as reporting units measured at fair value in a goodwill impairment test and nonfinancial assets acquired and liabilities assumed in a business combination. FAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007 and was adopted by the Company, as it applies to its financial instruments, effective January 1, 2008. The Company has considered the guidance provided by FSP 157-3 in its determination of estimated fair values as of August 31, 2009, and assessed there was no impact.

**Sport Endurance,
Inc. (formerly
Cayenne
Construction,
Inc.)**

(A Development
Stage Company)
Notes to Financial
Statements

Recently Issued

Accounting

Pronouncement

During May 2008,
the FASB issued
Statement of
Financial

Accounting
Standards No. 162,
*The Hierarchy of
Generally Accepted
Accounting*

Principles
("FAS 162").
FAS 162 identifies
the sources of
accounting

principles and the
framework for
selecting principles
to be used in the
preparation and
presentation of
financial statements
in accordance with
generally accepted
accounting

principles. This
statement will be
effective 60 days
after the Securities
and Exchange
Commission
approves the Public
Company

Accounting
Oversight Board's
amendments to AU
Section 411, *The
Meaning of 'Present
Fairly in Conformity
With Generally
Accepted*

Accounting

Principles'. The
adoption of SFAS
162 is not expected
to have a material
impact on the
Company's
financial position,
results of operation
or cash flows.

During March 2008,
the FASB issued
Statement of
Financial

Accounting
Standards No. 161,
*Disclosures about
Derivative*

*Instruments and
Hedging*

*Activities — an
amendment of FASB
Statement No. 133*
("FAS 161"). This

new standard requires enhanced disclosures for derivative instruments, including those used in hedging activities. It is effective for fiscal years and interim periods beginning after November 15, 2008, and became applicable to the Company in the first quarter of fiscal 2009. The adoption of SFAS 161 is not expected to have a material impact on the Company's financial position, results of operation or cash flows.

In December 2007, the FASB issued SFAS No. 160, "Non-controlling Interests in Consolidated Financial Statements". This statement amends ARB 51 to establish accounting and reporting standards for the non-controlling (minority) interest in a subsidiary and for the de-consolidation of a subsidiary. It clarifies that a non-controlling interest in a subsidiary is equity in the consolidated financial statements. SFAS No. 160 is effective for fiscal years and interim periods beginning after December 15, 2008. The adoption of SFAS 160 is not expected to have a material impact on the Company's financial position, results of operation or cash flows.

In December 2007, the FASB issued SFAS No. 141 (Revised), "Business Combinations". SFAS 141 (Revised) establishes principals and requirements for how an acquirer of a business recognizes and measures in its financial statements, the identifiable assets acquired, the liabilities assumed, and any non-

controlling interest in the acquiree. This statement also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. The guidance became effective for the fiscal year beginning after December 15, 2008. The adoption of SFAS 141 is not expected to have a material impact on the Company's financial position, results of operation or cash flows.

Note 2 – Going Concern

As shown in the accompanying financial statements, the Company has incurred cumulative net losses of \$141,200, and realized a cumulative deficit of \$18,000 in cash flows used in operations as of August 31, 2009. These factors raise substantial doubt about the Company's ability to continue as a going concern.

Management is actively pursuing new ventures to increase revenues. In addition, the Company is currently seeking additional sources of capital to fund short term operations. The Company, however, is dependent upon its ability to secure equity and/or debt financing and there are no assurances that the Company will be successful, therefore, without sufficient financing it would be unlikely for the Company to continue as a going concern.

**Sport Endurance,
Inc. (formerly
Cayenne
Construction,
Inc.)**

(A Development
Stage Company)
Notes to Financial
Statements

The financial statements do not include any adjustments that might result from the outcome of any uncertainty as to the Company's ability to continue as a going concern. The financial statements also do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

**Note 3 – Related
Party**

On January 10, 2001 the Company issued 1,200,000 shares of common stock to the founder of the Company in exchange for proceeds of \$500. Since the par value of the Company's common stock is the legal minimum value, management recorded compensation for the difference between the amount paid of \$500 and the minimum value of \$1,200, or \$700 in the accompanying statement of operations.

On February 10, 2002, the Company issued 25,000,000 shares to the Company President for professional services rendered. The fair value of those shares was \$125,000 on the grant date.

**Note 4 –
Equipment**

Equipment consists

of the following:

	August 31, 2009	August 31, 2008
Computer equipment	\$10,000	\$ -
Furniture and fixtures	15,340	-
	<u>25,340</u>	<u>-</u>
Less accumulated depreciation	-	-
	<u>\$25,340</u>	<u>\$ -</u>

Depreciation expense totaled \$- and \$- for the years ended August 31, 2009 and 2008, respectively. Due to equipment being contributed near year end, the effect of current year depreciation has been determined to be immaterial.

**Note 5 –
Stockholders’
Equity**

On July 28, 2009, the shareholders of the Company voted to increase the authorized common shares of the Company from 30,000,000 authorized shares of common stock to 90,000,000 authorized shares of common stock. Additionally, the shareholders voted to establish preferred shares of the Company at 10,000,000 authorized shares of preferred stock. As a result of this vote, the Company filed an amendment to its Articles of Incorporation to reflect this change.

Common stock

On January 10, 2001 the Company issued 1,200,000 shares of common stock to the founder of the Company in exchange for proceeds of \$500. Since the par value of the Company’s common stock is the legal minimum value, management recorded compensation for the

difference between
the amount paid of
\$500 and the
minimum value of
\$1,200, or \$700 in
the accompanying
statement of
operations.

**Sport Endurance,
Inc. (formerly
Cayenne
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(A Development
Stage Company)
Notes to Financial
Statements

The Company issued a total of 3,000,000 shares of its \$.001 par value common stock during May 2001 in a private placement under Rule 506 of the Securities Act of 1933 for \$15,000 in cash, or \$0.005 per share to a total of nineteen individual investors. Due to a lack of operations, management believes the purchase price of \$0.005 per share is representative of fair value.

On February 10, 2002, the Company issued 25,000,000 shares to the Company President for professional services rendered. The fair value of those shares was \$125,000 on the grant date.

On August 20, 2009, the Company issued 8,980,000 founder's shares of common stock at the par value of \$0.001 per share in exchange for proceeds of \$8,980 received on September 1, 2009. As a result, a common stock subscription receivable of \$8,980 was recognized as of August 31, 2009.

On August 20, 2009, the Company issued 25,340,000 founder's shares of common stock at the par value of \$0.001 per share in exchange for contributed equipment with a cost basis of \$25,340. The cost basis approximates the fair market value of the equipment as of August 31, 2009. The equipment is

being carried at the original purchase price of the contributed equipment prior to the sale to the Company given the related party nature of this transaction.

On August 20, 2009, the Company cancelled and returned to treasury 6,320,000 shares of common stock previously issued to founders. No consideration was provided and the total par value of \$6,320 was recorded as additional paid-in capital.

Preferred stock

On August 15, 2009, the Company issued a total of 2,000,000 shares of preferred stock to two individual investors in a private placement under Rule 506 of the Securities Act of 1933 for \$5,000 in cash, or \$0.0025 per share. Each share of preferred stock is convertible into three shares of common stock.

Note 6 – Income Taxes

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109, “Accounting for Income Taxes” (“SFAS No. 109”), which requires use of the liability method. SFAS No. 109 provides that deferred tax assets and liabilities are recorded based on the differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences.

As of August 31, 2009, the Company incurred a net operating loss and, accordingly, no

provision for income taxes has been recorded. In addition, no benefit for income taxes has been recorded due to the uncertainty of the realization of any tax assets. At August 31, 2009, the Company had approximately \$141,200 of federal net operating losses. The net operating loss carry forwards, if not utilized, will begin to expire in 2016.

The components of the Company's deferred tax asset are as follows:

	August 31, 2009
Deferred tax assets:	
Net operating loss carry forwards	\$ 49,400
Net deferred tax assets before valuation allowance	49,400
Less: Valuation allowance	(49,400)
Net deferred tax assets	\$ -

Based on the available objective evidence, including the Company's history of its loss, management believes it is more likely than not that the net deferred tax assets will not be fully realizable. Accordingly, the Company provided for a full valuation allowance against its net deferred tax assets at August 31, 2009.

**Sport Endurance,
Inc. (formerly
Cayenne
Construction,
Inc.)**

(A Development
Stage Company)
Notes to Financial
Statements

A reconciliation between the amounts of income tax benefit determined by applying the applicable U.S. and State statutory income tax rate to pre-tax loss is as follows:

August
31,
2009

Federal and state statutory rate	35%
Change in valuation allowance on deferred tax assets	(35%)

**Note 7 – Fair Value
of Financial
Instruments**

The Company adopted SFAS 157 on January 1, 2009. SFAS 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The standard outlines a valuation framework and creates a fair value hierarchy in order to increase the consistency and comparability of fair value measurements and the related disclosures. Under GAAP, certain assets and liabilities must be measured at fair value, and SFAS 157 details the disclosures that are required for items measured at fair value.

The Company has

various financial instruments that must be measured under the new fair value standard including: cash and equipment. The Company currently does not have non-financial assets or non-financial liabilities that are required to be measured at fair value on a recurring basis, with the exception of equipment. The Company's financial assets and liabilities are measured using inputs from the three levels of the fair value hierarchy. The three levels are as follows:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date. The fair value of the Company's cash is based on quoted prices and therefore classified as Level 1.

Level 2 - Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are

observable for the asset or liability (e.g., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 - Unobservable inputs that reflect our assumptions about the assumptions that market participants would use in pricing the asset or liability.

The following table provides a summary of the fair values of assets and liabilities under SFAS 157:

	Carrying Value August 31, 2009	Fair Value Measurements at August 31, 2009		
		Level 1	Level 2	Level 3
Assets:				
Cash	\$ 3,200	\$3,200	\$ -	\$ -
Equipment	25,340			25,340
Total	\$28,540	\$3,200	\$ -	\$25,340

Note 8 - Subsequent Events

On September 1, 2009, the Company received proceeds of \$8,980 as payment on a common stock subscription receivable for 8,980,000 founder's shares that were issued on August 20, 2008.

**PART II—
INFORMATION
NOT REQUIRED
IN PROSPECTUS**

**ITEM
24. INDEMNIFICATION
OF DIRECTORS
AND OFFICERS.**

Our Certificate of Incorporation and Bylaws provide that we shall indemnify our officers or directors against expenses incurred in connection with the defense of any action in which they are made parties by reason of being our officers or directors, except in relation to matters as which such director or officer shall be adjudged in such action to be liable for negligence or misconduct in the performance of his duty. One of our officers or directors could take the position that this duty on our behalf to indemnify the director or officer may include the duty to indemnify the officer or director for the violation of securities laws.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to our directors, officers and controlling persons pursuant to our Certificate of Incorporation, Bylaws, Nevada laws or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission (the "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 us of expenses incurred or paid by one of our directors, officers, or control persons, and the successful defense of any action, suit or proceeding) is asserted by such director, officer or control person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by a 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.

**ITEM
25. OTHER
EXPENSES OF
ISSUANCE AND
DISTRIBUTION.**

The estimated expenses of the offering, all of which are to be paid by the registrant, are as follows:

Audit/Administrative Fees and Expenses	\$ 13,500
SEC Registration Fee	100
Legal Fees/Expenses	<u>10,000</u>
TOTAL	<u><u>\$ 23,600</u></u>

**ITEM
26. RECENT
SALES OF
UNREGISTERED
SECURITIES.**

Set forth below in chronological order is certain information regarding securities issued by the Company since 2004 in transactions that were not registered under the Securities Act of 1933, as amended (the "Securities Act"), including the consideration, if any,

received by the Company for such issuances. None of these transactions involved any underwriters or any public offerings. Each of these transactions was exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act or Regulation D or Rule 701 promulgated thereunder, as transactions by an issuer not involving a public offering. With respect to each transaction, no general solicitation was made by either the Company or any person acting on its behalf; the securities sold are subject to transfer restrictions; and the certificates for the shares contained an appropriate legend stating such securities have not been registered under the Securities Act and may not be offered or sold absent, registration or pursuant to an exemption therefore.

Preferred stock

On August 15, 2009, The Company initiated a private offering. A summary of the offering included 2,000,000 shares of the Company's Preferred stock issued at \$0.0025 per share. Net proceeds from this offering amounted to \$5,000. (See transaction (1) and (2) below).

(1). On August 15, 2009, the company issued 1,000,000 shares of our preferred stock to Wellington Manor Holding, Inc. in consideration for \$2,500 or \$0.0025

(2). On August 15, 2009, the company issued 1,000,000 shares of our preferred stock to Trilogy Expedition, Inc. in consideration for \$2,500 or \$0.0025.

Common stock

On August 20, 2009, the Company issued 8,980,000 shares of our common stock to Robert Timothy, in consideration for \$8,980, or \$0.001 per share. The proceeds of \$8,980 were received on September 1, 2009. As a result, a common stock subscription receivable of \$8,980 was recognized as of August 31, 2009.

On August 20, 2009, the Company issued 25,340,000 shares of our common stock to Robert Timothy, in consideration of equipment with a cost basis of \$25,340, or \$0.001 per share. The cost basis approximates the fair market value of the equipment as of August 31, 2009.

As a result of Mr. Timothy's purchasing 8,900,000 and 25,340,000 common shares of the

company's stock he became the majority shareholder and was Elected President and Director of the Company on August 20, 2009.

On August 17, 2009, Joseph Scarpello sold 21,000,000 shares to Calbridge Capital for \$25,000.

On August 20, 2009, the Company cancelled and returned to treasury 6,320,000 shares of common stock from Calbridge Capital which was originally issued to Joseph Scarpello. No consideration was provided and the total par value of \$6,320 was recorded as additional paid-in capital.

**ITEM
27. EXHIBITS.**

Exhibit No.	Description
3.1	Certificate of Incorporation *of Sport Endurance, Inc.
3.2	Bylaws of *Sport Endurance, Inc.
5.1	Opinion of Law Office of Leo Moriarty
10.1	Lease of company property, 1890 South 3850 West Salt Lake City, Utah 84104
10.2	Form D 506, preferred shares, 8-15-2009
23.1	Consent of M&K CPAS, PLLC
23.2	Consent of Law Office of Leo Moriarty

* Incorporated by reference to the Company's Registration Statement on Form S-1, filed on September 16, 2009, File No. 333-153354.

ITEM
28. UNDERTAKINGS.

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:

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

(b) To reflect in the Prospectus any facts or events which, individually or together, represent a fundamental change in the information 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 end 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 the volume and rise represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(c) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material changes to such information in the Registration Statement.

2. For determining liability under the Securities Act, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

3. To file a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

4. 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 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.

5. That, for the purpose of determining liability under the Securities Act:

Each Prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than Prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or Prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or Prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or Prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in Salt Lake City, Utah, on November 2, 2009.

Sport Endurance, Inc.

By: /s/ Robert

Timothy

Robert Timothy
(Principal Executive Officer Chief
Executive Officer)

By: /s/Ronald

Schuurman

Ronald Schuurman
Chief Financial Officer (Principal
Accounting Officer and Principal
Financial Officer)

Law Office of Leo J. Moriarty
12534 Valley View Street #231
Garden Grove, California 92845
Telephone 714-305-5783
Facsimile 714-316-1306

E- Mail LJMLegal@aol.com

November 2, 2009

Sport Endurance, Inc.
Salt Lake City, Utah

Re: Form S-1 Registration Statement

Gentlemen:

You have requested that we furnish you our legal opinion with respect to the legality of the following described securities of Sport Endurance, Inc. (the "Company") covered by a Form S-1 Registration Statement (the "Registration Statement"), filed with the Securities and Exchange Commission which relates to the resale of 8,200,000 shares of common stock, \$0.001 par value (the "Shares") of the Company.

In connection with this opinion, we have examined the corporate records of the Company, including the Company's Articles of Incorporation, and Bylaws, the Registration Statement, and such other documents and records as we deemed relevant in order to render this opinion. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such documents.

Based upon the foregoing and in reliance thereof, it is our opinion that the outstanding Shares described in the Registration Statement, are legally issued, fully paid and non-assessable. This opinion is expressly limited in scope to the Shares enumerated herein which are to be expressly covered by the referenced Registration Statement.

We express no opinion as to the laws of any state or jurisdiction other than the laws governing corporations of the State of Nevada (including applicable provisions of the Nevada Constitution and reported judicial decisions interpreting such Law and such Constitution) and the federal laws of the United States of America.

This opinion is being delivered and is intended for use solely in regard to the transactions contemplated by the Registration Statement and may not be used, circulated, quoted in whole or in part or otherwise referred to for any purpose without our prior written consent and may not be relied upon by any person or entity other than the Company, its successors and assigns. This opinion is based upon our knowledge of law and facts as of its date. We assume no duty to communicate to you with respect to any matter which comes to our attention hereafter.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement and further consent to statements made therein regarding our firm and use of our name under the heading "Legal Matters" in the Prospectus constituting a part of such Registration Statement.

Sincerely,

/s/ The Law Office of Leo Moriarty
The Law Offices of Leo Moriarty

**Net-Net-Net
COMMERCIAL AND INDUSTRIAL LEASE**

THIS LEASE made and entered into this 1st day of October 1st, 2009, by and between Robert Timothy & DeVon Timothy, hereinafter called "Landlord", and Sport Endurance Inc., a Corporation, hereinafter called "Tenant".

WITNESSETH:

In consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties hereto as follows:

I. DEMISED PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all those certain premises hereinafter more fully described, together with the buildings and other improvements thereon, for the term and upon the rental herein set forth. Said demised premises consist more particularly of all area containing approximately 3,500 square feet of a certain building located at 1890 South 3850 West in Salt Lake City, State of Utah, 84104.

Tenant shall have the right to use the common areas and its prorata share of parking areas jointly on a non-exclusive basis with any other tenant(s) of the building.

II. TERM:

TO HAVE AND TO HOLD said premises unto Tenant for a term of 60 months, beginning on the 1st day of October, 2009, and ending on the 1st day of October , 2014.

If Landlord fails to deliver possession of premises ready for occupancy at the commencement of the lease term for any reason beyond Landlord's control, Landlord shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease terms be extended, but in such event no rental shall be payable by Tenant to Landlord for any portion of the Lease term until landlord can deliver possession of premises to Tenant ready for occupancy by Tenant.

III. TERM AND CONDITION OF LEASE:

This Lease is made on the following terms and conditions, which are expressly agreed to by Landlord and Tenant:

1. RENT: The Tenant agrees to pay as rental to Landlord, at the address specified in this Lease or at such other place Landlord may from time to time designate in writing, the sum of: (\$1,995.00) One Thousand Nine Hundred Ninety Five DOLLARS. Said sum to be lawful money of the United States payable as follows:

10-01-2009 through 10-01-2014: \$1,995.00 per month.

(a) Late Charges: In the event Tenant fails to pay said rental (including any additional rental due hereunder) on the due date or within five (5) days thereafter, a late charge of ten percent (10%) per month of the delinquency rental shall be added to said rental and paid to Landlord together therewith.

(b) Security Deposit: Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of \$1,995.00 receipt of which is hereby acknowledged by Landlord, said deposit being given to secure it faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease by the Tenant to be kept and performed during the term hereof. The Tenant agrees that if the Tenant shall fail to pay the rent herein reserved, promptly when due, said deposit may, at the option of the Landlord (but Landlord shall not be required to), be applied to any rent due and unpaid, and if the Tenant violates any of the other terms, covenants and conditions of this Lease, said deposit shall be applied to any damages suffered by Landlord as a result, of Tenant's default to the extent, of the amount of the damages suffered.

Nothing contained in this paragraph shall in any way diminish or be construed as waiving any of the Landlords other remedies as provided herein, or by law, and shall be applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder then Tenant shall, on the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount, and Tenant's failure to do so within fifteen days after receipt of such demand, shall constitute a breach of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, said security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease pursuant to the provisions hereof, except in the event that the demised premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this Lease shall be automatically amended to delete any reference to this paragraph, and Tenant shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit.

2. AUTHORIZED USE: Tenant shall use the Leased Premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord first had and obtained: Landlord makes neither warranties nor representations as to the compatibility or suitability of the Premises for Tenant's use.

Tenant shall not commit or knowingly permit any waste of the Leased Premises or use the same for any unlawful purpose. The Tenant will comply with all applicable federal, state and local laws, ordinances and regulations relating to the Leased Premises and its use and operation by the Tenant.

3. PAYMENT OF TAXES AND OTHER ASSESSMENTS: Tenant shall pay its proportionate share when they are due of all property taxes, license fees and assessments levied or imposed against the premises or measured by the rent payable hereunder during the term of this Lease or any extension thereof, by Federal, State, municipal or other governmental authority; provided, however, that no law or practice postponing the payment of such taxes, assessments or charges until after the termination of this Lease shall relieve Tenant of the obligation to make such payments. Tenant shall make payment of such taxes to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such taxes in the form of a copy of the tax return or notice. If Tenant fails to pay any of such taxes, charges or other impositions when due, Landlord may pay the same under the provisions of paragraph 19, hereinafter set forth.

4. CONDITION OF THE PREMISES: Tenant accepts the leased premises in the condition they are in at the time of its taking possession to said premises. Tenant agrees, if during the term of this Lease, Tenant shall change the usual method of conducting Tenant's business on the leased premises, or should Tenant install thereon or therein any new facilities, Tenant will, at the sole cost and expense of Tenant, make alterations or improvements in or to the demised premises which may be required by reason of any Federal or State law, or by any municipal ordinance, or regulation applicable thereto. Landlord warrants that the building, on date of occupancy, meets all currently applicable Federal, State and municipal laws or ordinances.

5. FIRE AND CASUALTY INSURANCE: It shall be the responsibility of the Tenant to insure its equipment, furniture, fixtures and other personal property. Tenant shall insure and keep insured his leasehold improvements against the perils of fire, lightning, the "Extended Coverages", vandalism and malicious mischief in an amount sufficient to provide recovery of not less than ninety percent (90%) of the replacement value of the Tenant's leasehold improvements such insurance shall be made payable to Landlord and Mortgagee (if any) as their interests may appear. Tenant shall be responsible for any damage to personal property as a result of forced entry into his space or burglary thereof. Such insurance provided for hereunder shall be in a company or companies reasonably acceptable to Landlord and shall be procured and paid for by Tenant. Such insurance may, at Tenant's election, be carried under any General Blanket Insurance Policy of Tenant; provided, however, that upon Landlord's request, a satisfactory Certificate of Insurance, together with proof of payment of the premium, shall be deposited with Landlord.

Upon Landlord's written request, Tenant agrees to reinvest all insurance proceeds received from the loss or damage or destruction of said leasehold improvements to rebuild said improvements in a manner satisfactory to Landlord, regardless of whether or not Tenant elects to terminate this Lease as herein provided. In the event Tenant elects to terminate this Lease as provided in Section III, Paragraph 13, and providing said leasehold improvements are not rebuilt, Tenant does hereby assign all of his right, title and interest in the insurance proceeds covering leasehold improvements to Landlord.

Landlord shall insure the premises exclusive of Tenant's leasehold improvements against the perils of fire, lightning, the "Extended Coverages", vandalism and malicious mischief in an amount sufficient to provide recovery of not less than ninety percent (90%) of replacement value.

6. REPAIR AND CARE OF BUILDING AND PAYMENT OF UTILITIES BY TENANT: Tenant agrees to keep the interior of the building and the improvements on the premises outside the building and grounds in good condition and repair and agrees to pay its proportionate share for all labor, materials and other repairs to the electrical wiring, plumbing, air conditioning and heating systems (including spring and fall servicing, and replacement of filters as recommended by the manufacturers); the mowing of grass, care of shrubs, general landscaping, if any, and to clean and paint the interior of the leased premises as the same may or might be necessary in order to maintain said demised premises in a clean, attractive and sanitary condition. Tenant shall keep the driveways, parking lots and sidewalks, if any, reasonably free from ice and snow.

Tenant shall pay all charges, including but not limited to charges for water, sewer, heat, gas, electricity and other public utilities used on the Leased Premises, including all replacements of light bulbs, tubes, ballasts and starters within a reasonable time after they burn out.

7. REPAIR OF BUILDING BY LANDLORD: Landlord agrees, for the term of this Lease, to maintain the roof in good condition and repair and to repair any latent defects in the exterior wall, floor joists, and foundations. Landlord shall not, however, be obligated to repair any such damage until written notice of the need of repair shall have been given to Landlord by Tenant, and, after such notice is so given, Landlord shall have a reasonable time in which to make such repairs.

8. ALTERATIONS OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES: Tenant may, with written consent of Landlord, which consent shall not be unreasonably withheld or delayed, but at Tenant's sole cost and expense in a good and workmanlike manner, make such alterations and repairs to the Leased Premises as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the demised premises. Tenant shall have the right, with the written permission of Landlord, to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install telephone and telephone equipment and wiring, and electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Leased Premises, including partitions, all electrical fixtures, lights and wiring shall, at the option of Landlord, become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins, and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, or any extension thereof, Tenant shall remove said shelves, bins and machinery and repair, in a good workmanlike manner, all damage done to the Leased Premises by such removal.

9. ERECTION AND REMOVAL OF SIGNS: Tenant may, if building policy permits, place suitable signs on the Leased Premises for the purpose of indicating the nature of the business carried on by Tenant in said premises; provided, however, that such signs shall be in keeping with other signs in the district where the Leased Premises are located; and provided, further, that the location and size of such signs shall be approved by Landlord prior to their erection. Signs shall be removed prior to the expiration of this Lease and any damage to the Leased Premises caused by installation or removal of signs shall be repaired at expenses of the Tenant. All work shall be completed in a good workmanlike manner.

10. GLASS: Tenant agrees to immediately replace all glass in the demised premises if broken or damaged during the term of this Lease with glass of the same quality as that broken or damaged.

11. RIGHT OF ENTRY BY LANDLORD: Tenant shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease. One Hundred Eighty (180) days prior to the expiration of this Lease, Landlord may post suitable notice on the demised premises that the same are "For Rent" and may show the premises to prospective tenants at reasonable times. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant.

12. ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant without the written consent of Landlord first had or otherwise obtained; however, Landlord agrees not to withhold its consent unreasonably for Tenant to sublet the demised premises. In the event the premises should be sublet, as herein provided, at an increased rental, fifty percent (50%) of said increase shall be paid to Landlord by Tenant as additional rental.

13. **DAMAGE OR DESTRUCTION:** If the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Premises untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding, i.e., expenditure of fifty percent (50%) or more of replacement cost of the building or buildings on the Demised Premises, Landlord or Tenant may elect to terminate this as by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction. Landlord and Tenant, hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises or the premises of which they are a part or to the contents of either thereof, caused by the or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty-giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

14. **INJURIES AND PROPERTY DAMAGE:** Tenant agrees to indemnify and hold harmless Landlord of and from any and all claims of any kind or nature arising from Tenant's use of the demised premises during the term hereof, and Tenant hereby waives all claims against Landlord for damage to goods, ware, merchandise or for injury to persons in kind upon the premises from any cause whatsoever, except such as might result from the gross negligence of Landlord or Landlord's representatives or from failure of Landlord to perform its obligation hereunder within a reasonable time after notice in writing by Tenant requiring such performance by Landlord. Tenant shall at all times during the term hereof keep in effect responsible companies liability insurance in the names of and for the benefit of Tenant and Landlord with limits as follows:

Bodily Injury, \$2,000,000.00 each occurrence; Property Damage \$5,000,000.00; or in lieu thereof; a combined limit of bodily injury and property damage liability of not less than \$2,000,000.00.

Such insurance may at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Upon Landlord's request, each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with landlord. Tenant shall have the right to settle and adjust, all liability claims and all other claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

15. **SURRENDER OF PREMISES:** Tenant agrees to surrender the leased Premises at the expiration, or sooner termination, of the term of this Lease, or any extension thereof, in the same condition as when said premises were delivered to Tenant, or as altered, pursuant to the provisions this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its personal property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when said premises were delivered to Tenant.

16. **HOLDOVER:** Should the Landlord permit Tenant to holdover the Leased Premises or any part thereof, after the expiration of the term of this Lease, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease and all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate premises. Tenant agrees to vacate the premises upon thirty (30) days prior written notice from Landlord. The rental for the month-to-month tenancy shall be set by the Landlord within 10 days after Landlord receives notice from Tenant of its intention to continue to occupy premises.

17. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the demised throughout the terms of this Lease.

18. **WAIVER OF COVENANTS:** The failure of any party to enforce the provisions of this Lease shall not constitute a waiver unless specifically stated in writing, signed by the party whose rights are denied waived, regardless of a party's knowledge of a breach hereunder.

19. **DEFAULT:** If Tenant make default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, landlord may, at its option, after fifteen (15) days prior notice to Tenant, make performance for Tenant and for the purpose advance such amounts as may be necessary. Any amounts so advanced, or any expense incurred, or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, agreement, obligation, or provision of this Lease, or in defending any action to which landlord may be subjected by reason of any such failure for any reason of this Lease, shall be deemed to be additional rent for the Leased Premises and shall be due and payable to landlord on demand. The acceptance by Landlord of any installment, of fixed rent, or of any additional rent due under this or any other paragraph of this Lease, shall not be a waiver orally other rent, then due nor of the right to demand the performance of any other obligation of the Tenant under this Lease. Interest shall be paid to Landlord on all sums advanced by Landlord at an annual interest rate of 2% over the prime rate charged by Wells Fargo Bank, N.A.

If Tenant shall make default in fulfillment of any or the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such default shall continue for a period of fifteen (15) days after notice, then Landlord may, at its option, terminate this Lease by giving Tenant written notice of such termination and, thereupon, this Lease shall expire as fully and completely as if that day were the date definitely fixed for the expiration of the term of this Lease and Tenant shall quit and surrender the leased Premises.

20. DEFAULT IN RENT, INSOLVENCY OF TENANT: If Tenant shall make default in the payment of the rent reserved here-under, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of ten (10) days, after written notice to Tenant, or if the Leased Premises or any part thereof shall be abandoned or vacated or if Tenant shall be legally dismissed there from by or under any authority other than Landlord, or if Tenant shall file a voluntarily petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors, or if any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the Leased Premise or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. Landlord may elect to re-enter, as herein provided, or Landlord may take possession pursuant to this Lease and relet said premises or any part thereof for such term or terms (which may be for a time extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable with the right to make alterations and repairs to said premises. Upon each subletting, Tenant shall be immediately liable for and shall pay to Landlord, in addition to any indebtedness due hereunder, the costs and expenses of such re-letting including advertising costs, brokerages fees, any reasonable attorney's fees incurred and the cost of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the premises for said period by such re-letting. If Tenant has been credited with any rent to be received by such re-letting and such rents shall not be promptly paid to Landlord by the new Tenant, such deficiency shall be calculated and paid monthly by Tenant. No such re-entry or taking possession of the premises by Landlord shall be construed an election by Landlord to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction or stated specifically by the Landlord in writing addressed to Tenant. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost or recovering the premises including attorney's fees, court costs, and storage charges and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the slated term over the then chargeable rent on the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

21. ENFORCEMENT: In the event either party shall enforce the terms of this Lease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

22. MEDIATION AND ARBITRATION: If any dispute or claim in law or equity arises out of this Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However, this paragraph does not apply to disputes or claims arising under section 78, Chapter 36, of the Utah Code.

23. FAILURE TO PERFORM COVENANT: Any failure on the part of either party to this Lease to perform any obligations hereunder, other than Tenant's obligation to pay rent, and any delay in doing my act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

24. RIGHTS OF SUCCESSORS AND ASSIGNS: The covenants and -agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributes, executors, administrators, legal representatives, assigns, and upon their respective successors in interest except as expressly otherwise hereinabove provided.

25.. TIME: Time is of the essence of this Lease and every term, covenant and condition herein contained.

26. LIENS: Tenant agrees not to permit any lien for monies owing by Tenant to remain against the Leased Premises for a period of more than thirty (30) days following discovery of the same by Tenant; provided, however, that nothing herein contained shall prevent Tenant, in good faith and for good cause, from contesting the claim or claims of any person, firm or corporation growing out of Tenant's operation of the demised premises or costs of improvements by Tenant on the said premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided shall not be a violation of this Lease or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so to do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Leased Premises which Tenant is obligated hereunder to pay and which may or might become a lien on said premises. Tenant agrees to repay any sum so paid by Landlord upon demand therefore, as provided for in paragraph 19 herein.

27. CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. SUBORDINATION: Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possessions of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground Landlord, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust, or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust, or mortgage or the date of recording thereof.

29. ATTORNMEN: If Landlord's interest in the Property is acquired by any ground Landlord, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall at all times be bound to the transferee or successor as Landlord under his Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

30. SIGNING OF DOCUMENTS: Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any ground Landlord, beneficiary under a deed of trust or mortgagee. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

31. ESTOPPEL, CERTIFICATES:

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been change); (ii) that this Lease has not been canceled or terminated; (iii) that the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other matters as may be reasonably required by Landlord or the holder of a mortgage, deed of trust or lien to which the Property is or becomes subject, Tenant shall deliver such statement to Landlord within ten (10) days after Landlords request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

32. TENANTS FINANCIAL CONDITION: Within (10) days after written request from landlord, Tenant shall deliver to Landlord such, financial statements as are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to my lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

33. PARAGRAPH HEADINGS: The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in to way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

34. NOTICES: It is agreed that all notices required or permitted to be given hereunder, or for purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and certified and addressed as follows:

If to Landlord, at the following address:

Robert Timothy &DeVon Timothy
5905 Zina Cir
West Valley City, Utah 84128

If to Tenant, at the following address:

Sport Endurance Inc.
1890 South 3850 West
Salt Lake City, Utah 84104

36. GOVERNING LAW: The terms of this Agreement shall be governed by and construed in accordance with Utah law.

37. DOCUMENTATION: The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Agreement.

38. CONTINGENCY REGARDING USE: This Lease is contingent upon there being no restrictions, covenants, agreements, laws, ordinances, rules or regulations, which would prohibit Tenant from using the above described premises for the purposes described herein.

39. INDEMNIFICATION OF LANDLORD: Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, shall hold landlord exempt and harmless from any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of the Tenant to keep the premises in good condition and repair, as herein provided.

40. EMINENT DOMAIN: If at any time during the term of this Lease the entire premises or any part thereof shall be taken as a result of the exercise of the power of eminent domain or by an agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date possession is taken by the condemning authority. If all or any substantial portion of the premises shall be taken, Landlord may terminate this Lease at its option, by giving Tenant written notice of such termination within thirty (30) days of such taking. If all or a portion of the premises taken are so substantial that Tenant's use of the premises is substantially impaired, Tenant may terminate this Lease pursuant to this Article. Unless terminated as herein provided for, this Lease shall remain in full force and effect, except that the rent payable by Tenant hereunder shall be reduced in the proportion that the area of the premises so taken bears to the total premises. Landlord shall be entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with such taking. Nothing in this Article shall give Landlord any interest in to preclude Tenant from seeking, on its own account, any award attributable to the taking of personal property or trade fixtures belonging to Tenant, or for the interruption of Tenant's business.

41. REPRESENTATION REGARDING AUTHORITY: The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

42. ENTIRE AGREEMENT: This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements. This Lease may not be altered or amended except by a subsequent written agreement executed by all of the parties hereto.

43. REVIEW OF DOCUMENTS: The parties hereto represent that they have read and understand the terms of this Lease, and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests.

44. KEYS & LOCKS: Tenant shall not change locks or install additional locks on doors without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant, upon the termination of the Tenancy, shall deliver to the Land lord all the keys to the offices, rooms and restrooms, which have been furnished to the Tenant.

45. AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the premises.

46. EXECUTION, PRIOR AGREEMENTS AND NO REPRESENTATIONS. This Lease shall not be binding and enforceable until executed by authorized representatives of Landlord and Tenant. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings, whether written or oral, between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

LANDLORD:

By: /s/ Robert Timothy

By: DeVon Timothy

Its: Robert Timothy & DeVon Timothy

TENANT:

By: /s/ signature

Its: Sport Endurance Inc.

ADDENDUM

To that Lease dated October, 1st 2009, by and between Robert Timothy & DeVon Timothy (hereinafter) called "Landlord") and Sport Endurance Inc. (hereinafter called "Tenant") at the premises known as 1890 South 3950 West, Salt Lake City, Utah 84104.

Should there be any conflict between the provisions of the lease and those of this addendum, the addendum shall prevail.

1. NNN Lease: Tenant shall pay the taxes and insurance on the building, each month, directly to the Landlord. The monthly payment for taxes and insurance shall be \$139.65. Tenant shall include this amount in with the base rent every month.
2. Tenant shall take the space in an "As Is" condition. All improvements to the building and signage must be done by code and approved by the Landlord.
3. Tenant will be allowed to make tenant improvements on the property commencing October 11th, 2009.
6. Notices. All Notices and demands, which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may, from time to time, designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at:

Robert Timothy & DeVon Timothy
5905 Zina Cir
West Valley City, Utah 84128

To Tenant at:

Sport Endurance Inc.
1890 South 3850 West
Salt Lake City, Utah 84104

All other terms and conditions shall remain in full force and effect.

LANDLORD:

By: /s/ Robert Timothy
By: DeVon Timothy

Its: Robert Timothy & DeVon Timothy

TENANT:

By: /s/ signature

Its: Sport Endurance Inc.

Sport Endurance, Inc.

\$15,000

3,000,000 shares of Preferred ("Shares")

\$.0025 per share

Minimum Offering Amount: 1,000,000 Shares

(\$5,000) Minimum Subscription (1)

Sport Endurance, Inc. (the "Company" or "SEI"), a Nevada Corporation, is offering 3,000,000 shares of Common Stock for \$.0025 per share.

The offering price per share has been arbitrarily determined by the Company - See Risk Factors: Offering Price.

THESE ARE SPECULATIVE SECURITIES WHICH INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE SHARES.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), THE SECURITIES LAWS OF THE STATE OF NEVADA, OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D RULE 506 PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

	Sale Price	Number of shares	Selling Commissions (1)	Proceeds To Company (2)
Per Share	\$.0025	1	\$.00	\$.0
Minimum	\$5,000	2,000,000	\$500	\$4,500
Maximum	\$7,500	3,000,000	\$750	\$6,750

(Footnotes On Page 2)

Sport Endurance, Inc.

2620 South Maryland Parkway #819

Las Vegas, Nevada 89109

Tel.: (877) 255-9218

The Date of this Memorandum is August 15, 2009

(1) The Company reserves the right to waive the 2,000,000 preferred Share minimum subscription for any investor. The Offering is not underwritten. The Shares are offered on a "best efforts" basis by the Company through its officers and directors. The Company has set a minimum offering amount of 2,000,000 Shares with minimum gross proceeds of \$5,000 for this Offering. Upon the sale of 2,000,000 Shares, all proceeds will be delivered directly to the Company's corporate account and be available for use by the Company at its discretion (Florida, Georgia, and Pennsylvania Residents see NASAA Legend). Shares may also be sold by NASD member brokers or dealers who enter into a Participating Dealer Agreement with the Company, who will receive commissions of up to 10% of the price of the Shares, sold. The Company reserves the right to pay expenses related to this Offering from the proceeds of the Offering. See "Plan of Placement and Use of Proceeds."

(2) The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) December 10, 2009, or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period".)

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SECURITIES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SECURITIES IS BEING UNDERTAKEN PURSUANT TO RULE 506 OF REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SHARES WHICH ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Memorandum and any information or representation not contained herein must not be relied upon. Nothing in this Memorandum should be construed as legal or tax advice.

All of the information provided herein has been provided by the Management of the Company. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

No general solicitation or advertising in whatever form will or may be employed in the offering of the securities, except for this Memorandum (including any amendments and supplements hereto), the exhibits hereto and documents summarized herein, or as provided for under Regulation D of the Securities Act of 1933. Other than the Company's management, no one has been authorized to give any information or to make any representation with respect to the Company or the Securities that is not contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so.

This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

This offering is made subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of shares subscribed for by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Memorandum to any person other than the prospective investor to whom this Memorandum is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all other documents received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Shares. The contents of this Memorandum should not be considered to be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

NASAA LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR FLORIDA RESIDENTS ONLY:

EACH FLORIDA RESIDENT WHO SUBSCRIBES FOR THE PURCHASE OF SECURITIES HEREIN HAS THE RIGHT, PURSUANT TO SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES ACT, TO WITHDRAW HIS SUBSCRIPTION FOR THE PURCHASE AND RECEIVE A FULL REFUND ON ALL MONIES PAID WITHIN THREE BUSINESS DAYS AFTER THE EXECUTION OF THE SUBSCRIPTION AGREEMENT OR PAYMENT FOR THE PURCHASE HAS BEEN MADE, WHICHEVER IS LATER. WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS CONFIDENTIAL TERM SHEET INDICATING HIS, HER, OR ITS INTENTION TO WITHDRAW.

SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE TO AN OFFICER OF THE COMPANY, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

FOR NEW JERSEY RESIDENTS ONLY

THIS OFFERING IS MADE IN RELIANCE UPON NEW JERSEY STATE SECURITIES STATUTES. THE NAMES, ADDRESSES, AND NUMBER OF SHARES AND AMOUNT PAID WILL BE FILED WITH THE STATE OF NEW JERSEY WITHIN 30 DAYS OF THE CLOSE OF THIS OFFERING. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY FILING OF THIS OFFERING DOCUMENT WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR PENNSYLVANIA RESIDENTS ONLY

PURSUANT TO SECTION 207(M) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, "EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 209(D), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THE ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN 2 BUSINESS DAYS AFTER THE ISSUER RECEIVES A SIGNED SUBSCRIPTION AGREEMENT." TO ACCOMPLISH THIS WITHDRAWAL, THE COMPANY RECOMMENDS THAT A SUBSCRIBER SEND A LETTER OR TELEGRAM INDICATING HIS OR HER INTENTION TO WITHDRAW TO THE COMPANY AT THE ADDRESS OF THE COMPANY SET FORTH IN THIS MEMORANDUM. SUCH A LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF A SUBSCRIBER ELECTS TO SEND SUCH A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED OR REGISTERED MAIL AND RETURN RECEIPT REQUESTED, TO INSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED.

SHOULD A SUBSCRIBER MAKE THIS REQUEST ORALLY, THE COMPANY RECOMMENDS THAT HE/SHE REQUEST A WRITTEN CONFIRMATION FROM THE COMPANY THAT THE REQUEST HAS BEEN RECEIVED WITHIN THE PRESCRIBED TIME.

FOR CONNECTICUT RESIDENTS ONLY

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR NEW YORK RESIDENTS ONLY

THIS OFFERING MEMORANDUM HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR OKLAHOMA RESIDENTS ONLY

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE OKLAHOMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE OKLAHOMA SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE SECURITIES AND EXCHANGE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, NOR HAS APPROVED OR DISAPPROVED OF THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES.

THERE IS NO ESTABLISHED MARKET FOR THESE SECURITIES AND THERE MAY NOT BE ANY MARKET FOR THESE SECURITIES IN THE FUTURE. THE SUBSCRIPTION PRICE OF THE SECURITIES HAS BEEN ARBITRARILY DETERMINED BY THE ISSUER AND MAY NOT BE AN ACCURATE INDICATION OF THE ACTUAL VALUE OF THE SECURITIES.

THE PURCHASER OF THESE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF HIS OR HER INVESTMENT. THESE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE YEAR EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER THE OKLAHOMA SECURITIES ACT OR IN A TRANSACTION THAT IS IN COMPLIANCE WITH THE OKLAHOMA SECURITIES ACT.

FOR CALIFORNIA RESIDENTS ONLY

THE PURCHASER MUST REPRESENT THAT HE IS PURCHASING FOR HIS OWN ACCOUNT (OR A TRUST ACCOUNT IF HE IS A TRUSTEE) AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE OFFER AND SALE OF THE SECURITY; AND NO ADVERTISING IS USED IN CONNECTION WITH THE OFFER AND SALE OF THE SECURITY. A NOTICE, CONSENT TO SERVICE OF PROCESS, AND A FILING FEE MUST BE FILED WITH THE COMMISSIONER NO LATER THAN 15 CALENDAR DAYS AFTER THE FIRST SALE OF A SECURITY IN THIS STATE. IF IN CONNECTION WITH THE TRANSACTION THE ISSUER IS FILING A NOTICE WITH THE SEC PURSUANT TO SECTION 4(6) OR REGULATION D, THE NOTICE TO CALIFORNIA MAY BE A COPY OF THE FORM FIRST FILED PURSUANT TO SECTION 4(6) OR REGULATION D. OTHERWISE, THE NOTICE SHALL BE IN THE FORM SPECIFIED IN RULE 260.102.14 OF THE CALIFORNIA CODE. NO NOTICE IS REQUIRED IF NONE OF THE SECURITIES ARE PURCHASED.

FOR NEVADA RESIDENTS ONLY

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

During the course of the Offering and prior to any sale, each offeree of the Shares and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL:

Sport Endurance, Inc.

2620 South Maryland Parkway #819
Las Vegas, Nevada 89109
Tel.: (877) 255-9218

Sport Endurance, Inc.

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Summary of the Offering

The following material is intended to summarize information contained elsewhere in this Limited Offering Memorandum (the "Memorandum"). This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for Shares.

The Company

The Company's legal structure was formed as a corporation under the laws of the State of Nevada on January 1, 2001 under the name Cayenne Construction, Inc. The company was revived on July 28, 2009. The company changed its name to Sport Endurance, Inc. on August 6, 2009. Its principal offices will be located at 2620 South Maryland Parkway #819 Las Vegas, Nevada 89109 Tel.: (877) 255-9218.

Operations

Sport Endurance, Inc. will provide high quality and great tasting energy drinks and energy shots. Sport Endurance, Inc. develops, manufactures markets and distributes quality beverage, snacks and dietary supplements products throughout the United States. The company has set out to develop an energy drink with a positive, non-offensive name, award-winning taste and unbeatable price.

The company offers its Shocking Great Taste energy drinks in 6 flavors. Mango Cream, Raspberry Cream, Fruit Punch, Tropical, Doo Drop and Cran-Grape. The company offers regular and sugar free versions of its best selling Mango Cream flavor. In September of 2009, Sport Endurance will launched its sugar free energy shots. Offered in 4 flavors, Mango, Tropical, Fruit Punch and Raspberry.

SEE "PART B - BUSINESS PLAN."

Business Plan

Sport Endurance, Inc. Business Plan, included in this Memorandum, was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Shares. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

The Offering

The Company is offering up to 3,000,000 Preferred Shares at a price of \$.0025 per Share, \$0.001 par value. Presently there are no preferred shares outstanding. The preferred shares convert as follows; one share of preferred stock converts to three shares of common.

Upon completion of the Offering between 2,000,000 and 3,000,000 preferred shares will be outstanding. The company presently has 100,000,000 common shares authorized with 29,200,000 out standing. Each purchaser must execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated, or one of 35 Non-Accredited Investors that may be allowed to purchase Shares in this offering. SEE "REQUIREMENTS FOR PURCHASERS."

Risk Factors

See "RISK FACTORS" in this Memorandum for certain factors that could adversely affect an investment in the Shares. Those factors includebut are not limited to the fact that distributor sales may be slow or the retail sales marketing program takes longer to get started.

Use of Proceeds

Proceeds from the sale of Shares will be used for legal and accounting. SEE "USE OF PROCEEDS."

Minimum Offering Proceeds - Escrow of Subscription Proceeds

The Company has set a minimum offering proceeds figure of \$5,000 (the "minimum offering proceeds") for this Offering. The Company has not established an Investment Holding Account and the proceeds of the sale of all shares will be placed in the working capital account of the company. At least 2,000,000 Shares must be sold for \$5,000 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Shares are sold, all subsequent proceeds from the sale of Shares will be delivered directly to the Company. SEE "PLAN OF PLACEMENT"

Stockholders

Upon the sale of the minimum/ maximum number of preferred Shares from this Offering, the number of issued and outstanding preferred shares of the Company's stock will be held as follows:

	Minimum	Maximum
Present Shareholders	0%	0%
New Shareholders	100%	100%

Registrar

The Company presently acts as the transfer agent with respect to its Shares of Common and Preferred Stock. Sport Endurance, Inc. is located at 2620 South Maryland Parkway #819 Las Vegas, Nevada 89109 Tel.: (877) 255-9218.

Subscription Period

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) November 10, 2009 or such date as may be extended from time to time by the Company, but not later than 180 days thereafter (the "Offering Period").

Requirements for Purchasers

Prospective purchasers of the Shares offered by this Memorandum should give careful consideration to certain risk factors described under "RISK AND OTHER IMPORTANT FACTORS," and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Shares and the resulting long term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors or one of 35 Non-Accredited Investors that may be allowed to purchase Shares, having adequate means to assume such risks and of otherwise providing for their current needs and contingencies should consider purchasing Shares.

General Suitability Standards

The Shares will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- (a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Shares;
- (b) The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Shares will not cause such overall commitment to become excessive; and

(c) The prospective purchaser is an “Accredited Investor” (as defined below) suitable for purchase in the Shares.

Each person acquiring Shares will be required to represent that he, she, or it is purchasing the Shares for his, her, or its own account for investment purposes and not with a view to resale or distribution. See “SUBSCRIPTION FOR SHARES.”

Accredited Investors

The Company will conduct the Offering in such a manner that Shares may be sold only to “Accredited Investors” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”), or to a maximum of 35 Non-Accredited Investors that may be allowed to purchase Shares in this offering. In summary, a prospective investor will qualify as an “Accredited Investor” if he, she, or it meets any one of the following criteria:

(a) Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase, exceeds \$1,000,000;

(b) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year;

(c) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the “Exchange Act”); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self directed plan, with investment decisions made solely by persons who are Accredited Investors;

(d) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(e) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(f) Any director or executive officer, or general partner of the issuer of the securities being sold, or any director, executive officer, or general partner of a general partner of that issuer;

(g) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Act; and

(h) Any entity in which all the equity owners are Accredited Investors.

Other Requirements

No subscription for the Shares will be accepted from any investor unless he is acquiring the Shares for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of Shares may be required to furnish such information as the Company may require to determine whether any person or entity purchasing Shares is an Accredited Investor, or select Non-Accredited Investor who may purchase Shares.

Forward Looking Information

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, that could cause the actual results to differ materially from those contemplated by the statements. The forward looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within include, for example,

- Some of our products are not accepted in the market;
- the Company's ability to attract and retain quality employees;
- the effect of changing economic conditions;

and other risks which are described under "RISK FACTORS" and which may be described in future communications to shareholders. The Company makes no representation and undertakes no obligation to update the forward looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

Risk Factors

Investing in the Company's Shares is very risky. You should be able to bear a complete loss of your investment. You should carefully consider the following factors, among others.

Development Stage Business

The Company was revived in July of 2009. The Company changed its name to Sport Endurance, Inc. on August 6, 2009 and is organized as a C corporation under the laws of the State of Nevada. The company intends to enter into the energy drink business. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that Sport Endurance, Inc. will even operate profitably.

Inadequacy of Funds

Gross offering proceeds of a minimum of \$10,000 and a maximum of \$5,000,000 may be realized. Management believes that such proceeds will capitalize and sustain Sport Endurance, Inc. sufficiently to allow for the continued development and improvement of the companies marketing plan. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement the Company's business plans.

Dependence on Management

In the early stages of development the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon Robert L. Timothy, the company's sole Director, President, and Chief Executive Officer. Mr. Timothy is the developer of Sport Endurance, Inc. operations, business plans, and manager of the business. The loss of this individual could have a material adverse effect on the Company. See "MANAGEMENT."

Risks Associated with Expansion

The Company plans on expanding its business through new distributors. Any expansion of operations the Company may undertake will entail risks, such actions may involve specific operational activities which may negatively impact the profitability of the Company. Consequently, shareholders must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert Management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

Customer Base and Market Acceptance

While the Company believes it can develop its business, and develop new investment opportunities through the marketing and promotion of the company, the inability of the Company to further develop such opportunities could have a material adverse effect on the Company. Although the Company believes that it offers advantages over competitive companies, no assurance can be given that Sport Endurance, Inc. will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

Competition

There are many barriers to entry level energy drink companies both in marketing and sales. The top companies in the country are Red Bull-36.9%, Monsteer17.4%, Rockstar- 9.6%, Full Throttle-5.2%, Amp-3.6%, Java Monster-3.3%, Sobe No Fear-2.3% and NOS-2.0%. Source: Information Resources Inc. Chicago. Total U.S. Food, drug, mass merchandise (excluding Walmart), and convenience stores of the 52 weeks ending June 15th, 2008.

There is the possibility that new competitors could seize upon Sport Endurance, Inc. business model and produce competing firms or funds. Likewise, these new competitors could be better capitalized than Sport Endurance, Inc. which could give them a significant advantage. SEI will also continue to develop new products and marketing concepts.

General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's products and opportunities. Management believes that the current investment model that they will maintain will insulate the Company from excessive economic conditions. Nevertheless, Sport Endurance, Inc. has no control over these changes.

Trend in Consumer Preferences and Spending; Possible Fluctuations in Operating Results

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. There is no assurance that the Company will be successful in marketing any of its products, or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations.

Risks of Borrowing

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of owners of Common Stock of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its shareholders in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Common Stock offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the investors must depend.

Control By Management

As of August 15, 2009 the Company's officers and directors owned approximately 59% of the Company's outstanding common shares. Upon completion of this Offering, the Company's officers and directors will own approximately 54% of the issued and outstanding common shares, and will be able to elect all of the directors and continue to control Company Name. Investors will own a minority percentage of the Company's Common Stock and will have minority voting rights. Investors will not have the ability to control either a vote of the Company's Shareholders or Board of Directors. See "PRINCIPAL SHAREHOLDERS"

Dividend Policy

The Company intends to retain any initial future earnings to fund operations and expand the Company's business. A holder of Common Stock and Preferred Stock will be entitled to receive dividends only when, as, and if declared by the Board of Directors out of funds legally available therefor. The Company's Board of Directors will determine future dividend policy based upon the Company's results of operations, financial condition, capital requirements, and other circumstances.

No Assurances of Protection for Proprietary Rights: Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect proprietary technology and processes which the Company has developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior technology. The protection of proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties with regard to the use of technology information and data which may be deemed proprietary to others.

Dilution

Purchasers of Shares will not experience dilution of their shares assuming maximum offering proceeds are achieved). Additional Shares issued by the Company in the future could dilute a purchaser's investment in the Shares. See "DILUTION."

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Shares for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Shares. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from Sport Endurance, Inc., limitations on the percentage of Shares sold and the manner in which they are sold. Sport Endurance, Inc. can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to Sport Endurance, Inc., stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Shares and no market is expected to develop. Consequently, owners of the Shares may have to hold their investment indefinitely and may not be able to liquidate their investments in Sport Endurance, Inc. or pledge them as collateral for a loan in the event of an emergency.

Broker - Dealer Sales of Shares

The Company's Common Stock is not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ SmallCap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least \$1 million shares, \$5 million value of public float, a minimum bid price of \$2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least \$2 million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a \$1 million market value of public float, a minimum bid price of \$1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Common Stock of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Company's Common Shares are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and may also affect the ability of shareholders to sell their shares in the secondary market.

Long Term Nature of Investment

An investment in the Shares may be long term and illiquid. As discussed above, the offer and sale of the Shares will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Shares for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Shares must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market For Shares

There is no current market for the Shares offered in this private Offering and no market is expected to develop in the near future.

Compliance with Securities Laws

The Shares are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Nevada Securities Laws, and other applicable state securities laws. If the sale of Shares were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Shares. If a number of purchasers were to obtain rescission, Sport Endurance, Inc. would face significant financial demands which could adversely affect Sport Endurance, Inc. as a whole, as well as any non-rescinding purchasers.

Offering Price

The price of the Shares offered has been arbitrarily established by Sport Endurance, Inc., considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to Sport Endurance, Inc.

Lack of Firm Underwriter

The Shares are offered on a "best efforts" basis by the officers and directors of Sport Endurance, Inc. without compensation and on a "best efforts" basis through certain NASD registered broker-dealers which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any NASD broker-dealer, will sell the maximum Shares offered or any lesser amount.

Projections: Forward Looking Information

Management has prepared projections regarding Sport Endurance, Inc. anticipated performance. The Company's projections are hypothetical and based upon the historical financial performance of the Company, the addition of a sophisticated and well funded marketing plan, and other factors influencing the business of Sport Endurance, Inc. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by Sport Endurance, Inc. independent accountants. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into Sport Endurance, Inc. market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of Sport Endurance, Inc. operations, those results cannot be guaranteed.

Use Of Proceeds

The Company seeks to raise minimum gross proceeds of \$10,000 and maximum gross proceeds of \$5,000,000 from the sale of shares in this Offering. The Company intends to apply these proceeds substantially as set forth herein, subject only to reallocation by Management in the best interests of the Company.

Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Shares	\$7,500	100%	\$5,000	100%

Application of Proceeds

Offering Expenses (1)	\$1,000	0.06%	\$500	1%
Commissions (2)	\$750	10.0%	\$0.00	0%
Total Offering Expenses & Fees	\$1,750	10.06%	\$500	1%
Net Offering Proceeds	\$5,750	89.0%	\$4,500	90%
Legal	\$2,250	20%	\$2,500	55%
Marketing	\$0	8%	\$0.0	0%
Accounting	\$3,500	72%	\$2,500	55%
Total Application of Proceeds	\$7,500	100%	\$5,000	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Shares may be sold by registered broker or dealers who are members of the NASD and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Shares sold.

Management

Principals of the Company

- Robert L. Timothy, Director, President and Chief Executive Officer.
- Ronald Schuurman, is the Chief Officer Financial Officer, Treasurer

Robert L. Timothy, President, Chairman of the Board, CEO

Robert is a registered representative holding both his series 7 and 63 licenses. Robert worked at Fidelity Investments for 9 years as a Financial Planner. He was a stock, options, mutual fund, and bond trader during this time. Robert worked 4 years in the specialized Private Access department of Fidelity where he was responsible for account maintenance, trading, portfolio planning and customer relations for Fidelity's high net worth clients.

Robert is primarily responsible for formulating the Company's strategic plan, developing marketing strategies and new product concepts, establishing distribution channels, analyzing branding initiatives, developing new licensing opportunities, recruiting and developing key executives for the organization and sourcing capital to ensure the continued growth of the Company.

Ronald Schuurman, Chief Financial Officer

Ron is a management professional with 25 years experiences in sales, marketing and procurement. He has worked for several major retail chains as well as a regional market.

Ron spent 22 years with Smith's Food & Drug as a supervisor where he was responsible for merchandising and operations for all non-perishable departments. He also developed and ran corporate sponsorship for the Albuquerque International Balloon Fiesta for 12 consecutive years. He trained, coached and developed people to take on higher positions: clerks to assistants, then to managers, then to store managers.

Ron spent 2 ½ years as a pricing and assortment manager for Winn-Dixie Stores, Inc. where he was responsible for product selection, pricing and developing promotions. Ron was responsible for rolling the price impact stores (Save Rite) 62 stores in 3 states. Ron developed a stand-alone back-to-school program that increased sales over the prior year by 8%.

Management Compensation

There is no accrued compensation that is due any member of Management. No directors who are members of Management will receive any director's fees. Each director will be entitled to reimbursement of expenses incurred while conducting Company business. Each director may also be a shareholder in the Company and as such will share in the profits of the Company when and if dividends are paid. Management reserves the right to reasonably increase their salaries assuming the business is performing profitably and Company revenues are growing on schedule. Any augmentation of these salaries will be subject to the profitability of the Business and the effect on the Business cash flows. Current and projected Management salaries for the next 12 months are:

Robert L. Timothy, President, CEO, and Chairman of the Board:

Current: \$ none

Projected 12 months: \$none

Ronald Schuurman Chief Financial Officer, Treasurer

Current: \$ none

Projected 12 months: \$none

Board of Directors

The Company will establish a Board of Directors, which includes highly qualified business and industry professionals after his diligence has been completed. The Board of Directors will assist the Management team in making appropriate decisions and taking effective action; however, they will not be responsible for Management decisions. Currently there is one Director:

Robert Timothy, age 33.

Dilution

The purchasers of the Preferred Shares offered by this Memorandum not will experience an dilution of their investments. There are 90,000,000 authorized shares of Common Stock of the Company of which 29,200,000 shares are currently issued and outstanding. There are 10,000,000 authorized shares of preferred stock of the company of which no preferred shares are currently issued and outstanding. The net tangible book value per share of the Company's Common Stock was approximately \$0.001 at August 15, 2009. Net tangible book value per share of Common Stock is equal to the Company's total tangible assets less its total liabilities, divided by the total number of outstanding shares of Common Stock. Upon completion of this Offering, the net tangible book value for the Shares which are now outstanding will be increased with corresponding dilution for the Shares sold to investors.

The following reflects the dilution to be incurred by the investors. "Dilution" is determined by subtracting the net tangible book value per Common Share after the Offering from the Offering price. If the expected maximum number of preferred Shares offered hereby are sold, of which there can be no assurance, there will be 29,200,000 Shares of the Company's Common Stock outstanding with net tangible book value of approximately \$0.001 per Share. This represents no increase in net tangible book value from \$0.001 Share to existing shareholders and an no dilution from \$0.001 to \$0.001 per Share to purchasers of Shares in this Offering.

Principal Shareholders

The following table contains certain information as of August 15, 2009 as to the number of shares of Common Stock beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company's Common Stock, (ii) each person who is a Director of the Company, (iii) all persons as a group who are Directors and Officers of the Company, and as to the percentage of the outstanding shares held by them on such dates and as adjusted to give effect to this Offering.

<u>Name and Position</u>	<u>Current</u>		<u>After Offering</u>
	<u>Shares</u>	<u>Percentage</u>	<u>(Min/max) Percentage</u>
Robert Timothy	34,200,000	54%	
Calbridge, Capital	21,000,000	37%	
SLC AIR, INC.	5,000,000	19%	

Certain Transactions

Stock Option Agreements

The Company has entered into stock option agreements with the following individuals and companies:

There are no stock option agreements at this time.

Litigation

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company which may materially affect the business of the Company or its assets.

Description of Shares

The Shares offered hereby are 3,000,000 shares of Preferred Shares, \$0.001 par value. The Company's authorized capital consists of 90,000,000 shares of Common Stock, with par value \$.001. 29,200,000 shares of Common Stock are currently issued and outstanding. The Company's authorized capital consists also of 10,000,000 shares of Preferred Shares, with par value \$.001 there are no Preferred shares currently issued and outstanding. Upon completion of the Offering, between 1,000,000 and 3,000,000 shares of Preferred shares will be issued and outstanding. The preferred shares convert as follows; one share of preferred stock converts to three shares of common.

The shares of Preferred Shares convert on a ratio of one preferred share is equal to three common shares. Upon completion of the Offering, the Common Stock and preferred stock will comprise the only two classes of capital stock that the Company will have issued and outstanding upon close of the Offering.

Shares of Preferred are redeemable and have conversion rights. The Shares currently outstanding are, and the Shares to be issued upon completion of this Offering will be, fully paid and nonassessable.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution to the holders of the Company's shares of stock will be distributed ratably among such holders in proportion to their shareholdings.

Holders of Common and Preferred Shares are only entitled to dividends when, as and if declared by the Board of Directors out of funds legally available therefore. The Company has never paid any such dividends. Future dividend policy is subject to the discretion of the Board of Directors and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of the Company.

Transfer Agent and Registrar

The Company will act as its own transfer agent and registrar for its shares of Common and preferred shares at this time.

Plan of Placement

The Shares are offered directly by officers and directors of the Company on the terms and conditions set forth in this Memorandum. Shares may also be offered by NASD brokers and dealers. The Company is offering the Shares on a "best efforts" basis. The Company will use its best efforts to sell the Shares to investors. There can be no assurance that all or any of the Shares offered will be sold.

Escrow of Subscription Funds

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Shares will not be deposited in an escrow account. The Company has set a minimum offering proceeds figure of \$5,000 for this Offering. The Company has not established an Investment Holding. At least 2,000,000 Shares must be sold for \$5,000 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Shares are sold, all subsequent proceeds from the sale of Shares will be delivered directly to the Company and be available for its use. Subscriptions for Shares are subject to rejection by the Company at any time.

How to Subscribe for Shares

A purchaser of Shares must complete, date, execute, and deliver to the Company the following documents, as applicable, all of which are included in Part C:

1. An Investor Suitability Questionnaire;
2. An original signed copy of the appropriate Subscription Agreement; and
3. A check payable to "Sport Endurance, Inc." in the amount of \$.0025 per Share for each Share purchased as called for in the Subscription Agreement (minimum purchase 2,000,000 Shares or \$5,000).

Purchasers of Shares will receive an Investor Subscription Package containing an Investor Suitability Questionnaire and two copies of the Subscription Agreement.

Subscriber may not withdraw subscriptions that are tendered to the Company (Florida and Pennsylvania Residents See NASAA Legend in the front of this Memorandum for important information).

Additional Information

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. The principal executive offices of the Company are located at SPORT ENDURANCE, INC. 2620 South Maryland Parkway #819 Las Vegas, Nevada 89109 Tel.: (877) 255-9218

BUSINESS PLAN

GENERAL INFORMATION ABOUT OUR COMPANY

Sport Endurance, Inc. (SEI) is a private Nevada corporation We provide high quality and great tasting energy drinks and energy shots.

Sport Endurance, Inc. develops, manufactures markets and distributes quality beverage, snacks and dietary supplements products throughout the United States. The company has set out to develop an energy drink with a positive, non-offensive name, award-winning taste and unbeatable price.

The company offers its Shocking Great Taste energy drinks in 6 flavors. Mango Cream, Raspberry Cream, Fruit Punch, Tropical, Doo Drop and Cran-Grape. The company offers regular and sugar free versions of its best selling Mango Cream flavor. In January 2009, In September of 2009 Sport Endurance will launched its sugar free energy shots. Offered in 4 flavors, Mango, Tropical, Fruit Punch and Raspberry.

History

Sport Endurance, Inc. (the "Company" or the "Registrant") was formerly know as Cayenne Construction, Inc. and was originally incorporated in the State of Nevada on January 1, 2001. The Company was in the business of reselling concrete. On July 28, 2009, the board of directors of the Company revived the corporation for the purpose of developing the business of Sport Endurance, Inc. The revival was completed by the filing of an application for Revival with the Secretary of State of Nevada on July 29, 2009. The Company changed its name on August 6, 2009 to Sport Endurance, Inc. for marketing reasons. Robert Timothy became the sole Director and on August 15, 2009. The company provides high quality and great tasting energy drinks and energy shots.

Marketing Strategies

Energy drink industry

Today's 24/7 life styles are driving the sales of energy drinks. The market for energy-boosting beverages has ballooned by more than 400% over the past five years. Sales have grown from \$1.2 billion in 2002 to an estimated \$6.6 billion in 2007. Market research firm Packaged Facts, also projects that the Energy Drink market will reach \$9.3 billion by 2011.

This market is very much lifestyle driven, especially by young, image-conscious adults, who see these drinks as a kind of fashion accessory. Early in energy drink history, athletes were the primary consumers. In today's world, athletes are still a strong target market. However, the consumer base for energy drinks has now expanded beyond that of simply athletes. From Clubbers, Video-gamers, Extreme Sports enthusiasts to everyday sleep deprived parents looking for a pick me up in the morning while at home or work.

The demand for energy drinks could be a direct result of people's lives becoming busier. As people fill their lives to capacity and then add even more responsibilities, the daily schedules can become quite overwhelming, leaving little time for rest, relaxation, or sleep. All of this activity causes stress and fatigue, but there is no time to stop for a moment and recharge the batteries. As a result, people often turn to stimulants to keep them going throughout the day and give them the energy they need to complete everything they need to do. Energy drinks are one of the more popular "stimulants" because they are quick and easy, and most have few recognizable negative side effects.

Competition.

Top energy drink companies and market share.

Red Bull-36.9%, Monster-17.4%, Rockstar- 9.6%, Full Throttle-5.2%, Amp-3.6%, Java Monster-3.3%, Sobe No Fear-2.3% and NOS-2.0%

Source: Information Resources Inc. Chicago. Total U.S. Food, drug, mass merchandise (excluding Walmart), and convenience stores of the 52 weeks ending June 15, 2008.

Strategy and Implementation Summary

The unique aspects of our business include competing against Energy Drink giants Red Bull, Monster and Rockstar. On top of this there are close to 300 energy drinks that saturate the market. In order to compete with the energy drink companies, we know we must have the complete marketing package.

Marketing concept

Sport Endurance's competitive edge emphasizes the importance of having quality products and a superior brand. Below is a breakdown of the keys to success and what makes Sport Endurance different from its competitors.

Name

Sport Endurance's products tailor towards healthy lifestyles. Our name, "Sport Endurance" encourages healthy living, good sportsmanship and fun. Much of our competition uses names that promote sex, drugs and violence.

Products

Sport Endurance will offer more than just energy drinks and energy shots. These two products are however our main staple of business. Sports Endurance drinks will not contain high fructose corn syrup. Sport Endurance drinks are made with real sugar.

Branding

In order to have a superior brand, Sport Endurance needs to attract nationwide attention. To accomplish this, marketing campaigns will run conventional T.V. and Radio advertising to our targeted markets. These same T.V. commercials will also be run before blockbuster movies at the cinemas. We also plan in the future to do promotions on 1320 KFAN and on KJAZZ television during the NBA playoffs.

Although conventional marketing is effective, we know that an even more effective way to grow our brand is through the various sales forces of Distributors across the nation. Sport Endurance has put an incentive package in place for every distributor that encourages distributor sales associates to push Sport Endurance products.

Sport Endurance also selectively sponsors events like UFC and MMA fights, X-games events.

Price of product.

Values of energy drinks have increased by the fact that energy drinks command a substantial premium over other soft drinks. The average everyday price of an energy drink is \$2.29 a can. Sport Endurance drinks retail at an 2 cans for \$3.00. Promotional prices will see prices as low as \$1.00 a can.

The average retail price of energy shots is \$2.99 a bottle. Our suggested retail will be the same as the average, \$2.99. Sport Endurance gives the consumers a far superior tasting product with an additional 25% of product included (2.5 oz cans compared to 2.0 oz cans). These prices still give Sport Endurance and our buyers the profit margins expected.

Distributor, Retail and Customer Incentives

Sport Endurance will withhold 15% of gross sales to be given to our buyers as advertising in the following concepts: Car, ATV, Wave-runner giveaways, Cash rebates, Slotting fees

Marketing Strategy

Sport Endurance's marketing plan focuses on Brand development and Distributor/Retail relationships.

There are many avenues to get Sport Endurance products into consumer's hands. Some retailers require the use of a distributor, others are big enough that they self distribute. The majority of our business will come from convenience stores. Most convenience stores use fulfillment houses because they need smaller quantities more often due to the size of their stores. Whatever the need, Sport Endurance's sales reps can quickly recognize the need and provide a customized solution to supply the convenience stores.

Sport Endurance's national marketing campaign includes 2 segments:

Segment 1: Retailers and Distributors

- Capitalizing on existing relationships
- Printed media: This includes monthly newsletters with incentives, updates in the market, pricing and new products.
- One on One relationships with Sport Endurance sales reps
- Convention participation (NACS)
- Maintain website

Segment 2: Consumers

- Advertising on with NASCAR
- Radio commercials
- Television commercials: MTV and ESPN networks (MTV, CMT, Comedy Central, Spike TV and ESPN 1 and 2).
- Sampling at large events: Nascar, UFC fights, X-games, State Fairs, pro and college sports events, balloon festival
- Commercials before Cinemark movies
- Maintain awesome web site

Sales Strategy

Sport Endurance's Sales strategy is broken up into three parts, Distributor Sales, Retail Sales, or a combination of the two.

Distributor Sales Distributor sales are the foundation of the marketing concept. Once distributor has our product, our products are available for purchase to all retail and convenience stores in the distributor's territory.

Sport Endurance's will employ sales representatives that will build long lasting relationships with each distributor and their sales force through creative and specific sales incentives.

Sport Endurance Distributor Sales Teams

Sport Endurance's Distributor sales force is broken up into Territories in the United States. Each Territory has 2 team members who work together. One will be a senior or lead member; the other will be a junior member. Their responsibilities include minimum quarterly visits to each distributor, delivery of incentive prizes to the sales force and going on ride alongs with the sales force. Compensation will be done on 100% commission.

Trademarks and Copyrights

Sport Endurance is not trademarked. Our management considers copyrights, service marks, trademarks, trade secrets and similar intellectual property critical to our business, so we intend to take steps to protect our intellectual property rights. However, effective trademark, service mark, copyright and trade secret protection may not be available in every country where we intend to sell our products

Employees

As of August 15, 2009, we have 3 employees.

DESCRIPTION OF PROPERTY

We sublease approximately 3,000 square feet of office space located at 2620 South Maryland Parkway #819 Las Vegas, Nevada 89109 for our principal executive office. This is month to month and the space is provide by our President Robert Timothy for no charge.

Principal Factors Affecting Our Financial Performance

We believe that the following factors will continue to affect our financial performance: The ability to obtain new business, our ability to expand our business through our distributor marketing concepts, we cannot predict the effect that any future legislation or regulation may have on our business operations, development and financial condition.

Change in Applicable Federal Laws and Regulations on Distributor Relationship

We intend to expand our business via establishing distributors for our product across the country, and a portion of our future growth is dependent upon new distributors which promote our concept and reputation. As a result, we are subject to laws and regulations applicable to distributors across the country.. To date, we have not set up any distributors in the United States, we however cannot predict the effect that any future legislation or regulation may have on our business operations, development and financial condition.

Impact of Laws and Regulations on Internet Marketplace

Because we are initiating our sales via the Internet, it is possible that we will be subject to a number of laws and regulations that may be adopted with respect to the Internet marketplace, covering issues such as, pricing, content and quality of products and services, taxation, advertising, intellectual property rights and information security. The uncertainty related to the application of many existing laws to the Internet marketplace creates uncertainty to our business development.

Plan of Operations

We believe the market for energy drinks in the United States will stay robust in the next twelve (12) months. We plan to continue to expand our operations nationwide through the Sport Endurance marketing concept. Currently, our business operations are focused on convenience stores

Critical Accounting Policies

Estimates: Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. By their nature, these estimates and judgments are subject to an inherent degree of uncertainty. We review our estimates on an on-going basis, including those primarily related to guarantee obligations, the fair value of stock-based compensation and valuations on deferred tax assets. We base our estimates on our historical experience, knowledge of current conditions and our beliefs of what could occur in the future considering available information. Actual results may differ from these estimates, and material effects on our operating results and financial position may result. We believe the following critical accounting policies involve our more significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition: We generate revenue through subscriptions and recognizes revenue in accordance with Staff Accounting Bulletin No. 104, Revenue Recognition ("SAB104"), which superseded Staff Accounting Bulletin No. 101, Revenue Recognition in Financial Statements ("SAB101"). SAB 101 requires that four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred; (3) the selling price is fixed and determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the fixed nature of the selling prices of the products delivered and the collectability of those amounts. Provisions for discounts and other adjustments are provided for in the same period the related sales are recorded. To date there these provisions have been insignificant. Deferred revenue consists of up front application fees received from customers during the underwriting process which are deferred over the contract period.

Long-lived Assets: We continually monitor and review long-lived assets, including fixed assets and intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of any such asset may not be recoverable. The determination of recoverability is based on an estimate of the cash flows expected to result from the use of an asset and its eventual disposition. The estimate of cash flows is based upon, among other things, certain assumptions about expected future operating performance, growth rates and other factors. If the sums of the cash flows are less than the carrying value, we recognize an impairment loss, measured as the amount by which the carrying value exceeds the fair value of the asset.

Accounting for Income Taxes: We follow SFAS No. 109, "Accounting for Income Taxes" ("SFAS 109") for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change.

Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse.

Upon incorporation, we adopted FASB Interpretation No. 48 (FIN 48), "Accounting for Uncertainty in Income Taxes," which prescribes a comprehensive model for the financial statement recognition, measurement, classification and disclosure of uncertain tax positions. The adoption and continued application did not have an impact on the Company's financial statements.

Stock-Based Compensation: We follow SFAS No. 123(R), "Share Based Payment," which establishes standards for the accounting of all transactions in which an entity exchanges its equity instruments for goods or services, including transactions with non-employees and employees. SFAS No. 123(R) requires an entity to measure the cost of non-employee and employee services received in exchange for an award of equity instruments, including stock options, based on the grant date fair value of the award, and to recognize it as compensation expense over the period service is provided in exchange for the award, usually the vesting period. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods in our statement of operations.

Our accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of Emerging Issues Task Force ("EITF") 96-18, "Accounting for Equity Instruments That are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services". The measurement date for the fair value of the equity instruments issued is determined at the earlier of (i) the date at which a commitment for performance by the consultant or vendor is reached or (ii) the date at which the consultant or vendor's performance is complete. In the case of equity instruments issued to consultants, the fair value of the equity instrument is recognized over the term of the service period.

Recent Accounting Pronouncements

In December 2007, the FASB issued SFAS No. 141(R), "Business Combinations" ("SFAS 141(R)"), which replaces FAS 141. SFAS 141(R) establishes principles and requirements for how an acquirer in a business combination recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any controlling interest; recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase; and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS 141(R) is to be applied prospectively to business combinations.

In May 2008, the FASB issued SFAS No. 162, The Hierarchy of Generally Accepted Accounting Principles. SFAS No. 162 identifies the sources of accounting principles and provides entities with a framework for selecting the principles used in preparation of financial statements that are presented in conformity with GAAP. The current GAAP hierarchy has been criticized because it is directed to the auditor rather than the entity, it is complex, and it ranks FASB Statements of Financial Accounting Concepts, which are subject to the same level of due process as FASB Statements of Financial Accounting Standards, below industry practices that are widely recognized as generally accepted but that are not subject to due process. The Board believes the GAAP hierarchy should be directed to entities because it is the entity (not its auditors) that is responsible for selecting accounting principles for financial statements that are presented in conformity with GAAP. SFAS 162 is effective 60 days following the SECs approval of PCAOB Auditing Standard No. 6, Evaluating Consistency of Financial Statements (AS/6). The adoption of SFAS 162 is not expected to have a material impact on the Company's financial position.

In May 2009, the FASB issued SFAS 165, "Subsequent Events", ("SFAS 165"), which establishes general standards for accounting for and disclosure of events that occur after the balance sheet date but before financial statement are issued or available to be issued. In particular, SFAS 165 sets forth the period after the balance sheet date during which management of a reporting entity should evaluate events or transactions that may occur for potential recognition or disclosure in the financial statements; the circumstances under which an entity should recognize events or transactions occurring after the balance sheet date in its financial statements' and the disclosures that an entity should make about events or transactions that occurred after the balance sheet date. It is effective for interim and annual periods ending after June 15, 2009. We are currently reviewing the effect, if any; the proposed guidance will have on its financial statements.

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SPORT ENDURANCE, INC.
Subscription Agreement

Sport Endurance, Inc.
2620 South Maryland Parkway #819
Las Vegas, Nevada 89109

Gentlemen:

You have informed the undersigned (the "Purchaser") that Sport Endurance, Inc., a Nevada corporation, (the "Company") wishes to raise a minimum of Five Thousand Dollars (\$5,000) and a maximum of Seven Thousand Five Dollars (\$7,500) from various persons by selling up to 2,000,000 shares of the Company's Preferred Stock, \$0.001 par value (the "Shares"), at a price of \$0.0025 per Share. The preferred shares convert as follows; one share of preferred stock converts to three shares of common.

I have received, read, and understand the Limited Offering Memorandum dated August 15, 2009 (the "Memorandum"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Shares (the "Share Documents"). I understand that you will rely on the following information to confirm that I am an "Accredited Investor", as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or one of 35 Non-Accredited Investors that will be allowed to purchase Shares in this Offering (subject to Company approval), and that I am qualified to be a Purchaser.

This Subscription Agreement is one of a number of such subscriptions for Shares. By signing this Subscription Agreement, I offer to purchase and subscribe from the Company the number of Shares set forth below on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to me. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to me. I understand that commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Shares will not be deposited in an escrow account. The Company has set a minimum offering proceeds figure of \$5,000 for this Offering. At least 2,000,000 Preferred Shares must be sold for \$5,000.00 before such proceeds will be released from the escrow account and utilized by the Company. After the minimum number of Shares are sold, all proceeds from the sale of Shares will be delivered directly to the Company and be available for its use.

1. Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories:

Please Check The Appropriate Category

_____ \$1,000,000 Net Worth.

A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000.

Purchaser's Initials

_____ \$200,000/\$300,000 Income.

A natural person who had an individual income in excess of \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person's spouse in excess of \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer.

Any director or executive officer of the Company

_____ All Equity Owners In Entity Are Accredited.

An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation.

A corporation not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000.

_____ Other Accredited Investor.

Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification:

_____ One of 35 Non-Accredited Investors that may be allowed to invest in the offering

2. Representations and Warranties. I represent and warrant to the Company that:

(a) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Shares, (ii) can bear the economic risk of losing the entire amount of my investment in Shares, and (iii) have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; (iv) the purchase of Shares is consistent, in both nature and amount, with my overall investment program and financial condition.

(b) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.

(c) I have not utilized the services of a "Purchaser Representative" (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

Purchaser's Initials

(d) I have received and read, and am familiar with the Share Documents, including the Memorandum and the forms of certificate for Shares. All documents, records and books pertaining to the Company and the Shares requested by me, including all pertinent records of the Company, financial and otherwise, have been made available or delivered to me.

(e) I have had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs generally and the terms and conditions of my proposed investment in the Shares.

(f) I understand the risks implicit in the business of the Company. Among other things, I understand that there can be no assurance that the Company will be successful in obtaining the funds necessary for its success. If only a fraction of the maximum amount of the Offering is raised, the Company may not be able to expand as rapidly as anticipated, and proceeds from this Offering may not be sufficient for the Company's long term needs.

(g) Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and this Offering, and I am purchasing the Shares based solely upon my own investigation and evaluation.

(h) I understand that no Shares have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions.

(i) The Shares for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. In order to induce the Company to sell Shares to me, the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but me.

(j) I am aware of the following:

(i) The Shares are a speculative investment which involves a high degree of risk; and

(ii) My investment in the Shares is not readily transferable; it may not be possible for me to liquidate my investment.

(iii) The financial statements of the Company have merely been compiled, and have not been reviewed or audited.

(iv) There are substantial restrictions on the transferability of the Shares registered under the Securities Act; and

Purchaser's Initials

(v) No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares;

(k) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to me expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:

(i) The appropriate or exact length of time that I will be required to hold the Shares;

(ii) The percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the Shares; or

(iii) That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of Shares;

(iv) The amount of dividends or distributions that the Company will make;

(l) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and

(m) I hereby agree to indemnify and hold harmless the Company, its officers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorneys fees, incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth above;

(ii) The disposition of any of the Shares by me which is contrary to the foregoing declarations, representations, and warranties; and

(iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; or (2) the disposition of any of the Shares.

(n) By entering into this Subscription Agreement, I acknowledge that the Company is relying on the truth and accuracy of my representations.

The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to the Company and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefor.

Purchaser's Initials

3. Transferability. I understand that I may sell or otherwise transfer my Shares only if registered under the Securities Act or I provide the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause the Company to register the Shares. Any certificates or other documents representing my Shares will contain a restrictive legend reflecting this restriction, and stop transfer instructions will apply to my Shares.

4. Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless the Company, its officers, directors, and representatives involved in the offer or sale of the Shares to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.

5. Revocation. I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.

6. Termination of Agreement. If this subscription is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to me the funds delivered with this Subscription Agreement.

7. Miscellaneous.

(a) This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Nevada.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.

8. Ownership Information. Please print here the total number of Shares to be purchased, and the exact name(s) in which the Shares will be registered.

Total Shares: _____

Name(s): _____

- Single Person
- Husband and Wife, as community property
- Joint Tenants (with right of survivorship)
- Tenants in Common
- A Married Person as separate property
- Corporation or other organization
- A Partnership
- Trust
- IRA

Purchaser's Initials

_____ Tax-Qualified Retirement Plan
(i) Trustee(s)/ Custodian _____
(ii) Trust Date _____
(iii) Name of Trust _____
(iv) For the Benefit of _____

_____ Other: _____
(please explain)

Social Security or Tax I.D.#: _____

Residence Address:

_____ Street Address

_____ City State Zip

Mailing Address: (Complete only if different from residence)

_____ Street Address (If P.O.Box, include address for surface delivery if different than residence)

_____ City State Zip

Phone Numbers

Home: (_____) _____

Business: (_____) _____

Facsimile: (_____) _____

Purchaser's Initials

9. Date and Signatures. Dated _____, 2009.

Signatures

Purchaser Name (Print)

(Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name")

ACCEPTED:

Sport Endurance, Inc.

By: /s/ Robert L. Timothy _____ Dated: August 20, 2009

Robert L. Timothy
Chairman

Purchaser's Initials

SPORT ENDURANCE, INC.

Investor Suitability Questionnaire

To: Prospective purchasers of Shares of Preferred Stock (the “Shares”) offered by SPORT ENDURANCE, INC. (the “Company”).

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an “Accredited Investor,” as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Shares. *This questionnaire is not an offer to sell securities.*

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Shares.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (____) _____

4. Where are you registered to vote? _____

5. Your driver’s license is issued by the following state: _____

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver’s license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (____) _____

2. Gross income during each of the last two years exceeded:

(1) ___ \$25,000 (2) ___ \$50,000

(3) ___ \$100,000 (4) ___ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) ___ Yes (2) ___ No

4. Estimated gross income during current year exceeds:

(1) ___ \$25,000 (2) ___ \$50,000

(3) ___ \$100,000 (4) ___ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) ___ Yes (2) ___ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1) ___ \$50,000-\$100,000 (2) ___ \$100,000-\$250,000 (3) ___ \$250,000-\$500,000

(4) ___ \$500,000-\$750,000 (5) ___ \$750,000-\$1,000,000 (6) ___ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1) Yes (2) No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1) Yes (2) No

E. Investment Percentage of Net Worth

If you expect to invest at least \$150,000 in Shares, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1) Yes (2) No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1) Yes (2) No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

Signature

Date: _____, 2009

Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Sport Endurance, Inc.

We hereby consent to the inclusion in this Registration Statement on Form S-1/A-1, of our report dated September 11, 2009 of Sport Endurance, Inc., relating to the financial statements as of August 31, 2009 and for the period from inception to August 31, 2009, and to the reference to our firm under the caption "Experts" in this Registration Statement.

/s/ M&K CPAS, PLLC
Houston, Texas
October 30, 2009