

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE
13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)**

Sport Endurance Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

84918P208
(CUSIP Number)

Gerald Ricks 1890 S 3850 W Salt Lake City Utah 84104 (888) 511-9018
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 22, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*)

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Gerald Ricks	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (see instructions)	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States of America	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	12,772,500	
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER
	12,772,500	
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	12,772,500	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11	
	40.73 %	
14	TYPE OF REPORTING PERSON (see instructions)	
	IN	

Schedule 13D

Item 1. Security and Issuer.

This statement relates to the common stock, \$.001 par value (the "Common Stock") of Sport Endurance Inc. (the "Issuer") having its principal executive office at 1890 South 3850 West, Salt Lake City, UT 84104.

Item 2. Identity and Background.

This statement is being filed by:

- (a) Gerald Ricks. The persons named in this Item 2 is referred to individually herein as a "Reporting Person"
- (b) The address of the Reporting Person is 4896 Hayloft Cove, Salt Lake City, UT 84120.
- (c) Reporting Person is the current CEO of Sport Endurance Inc. 1890 S. 3850 W., Salt Lake City UT 84104

(d,e) During the five years prior to the date hereof, the Reporting Person has not been convicted in a criminal proceeding or has been a party to a civil proceeding ending in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

- (f) Gerald Ricks is a United States Citizen.

Item 3. Source and Amount of Funds or Other Consideration.

On June 3, 2013, the Issuer amended its outstanding promissory notes. These amended promissory notes are no longer interest bearing notes and are now immediately convertible to common stock (see Exhibit 1). The Convertible note was exercised on November 8, 2013 at a price per share of \$.002 (see Exhibit 2).

Item 4. Purpose of Transaction.

The Reporting Person may acquire or dispose of shares of Common Stock or securities convertible into or exercisable for shares of Common Stock from time to time for personal reasons. The Reporting Person may also, in the ordinary course of acting in his capacity as CEO and President of the Board of Directors of the Company, engage in activities which relate to or would result in any or all of the items listed in Item 4(a)-(j).

Except as set forth above, the Reporting Person, as of the date of this Statement, does not have any present plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
 - (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
 - (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
 - (d) Any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
 - (e) Any material change in the present capitalization or dividend policy of the Issuer;
 - (f) Any other material change in the Issuer's business or corporate structure;
 - (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
 - (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
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- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

- (a) The percentage of outstanding Common Stock of the Issuer which is owned by the Reporting Person is set forth on Line 13 of the cover sheet. Such percentage was calculated based on the 31,358,903 shares of Common Stock reported to be outstanding.
- (b) Regarding the number of shares as to which such person has:
 - (i) sole power to vote or to direct the vote: See line 7 of cover sheets
 - (ii) shared power to vote or to direct the vote: See line 8 of cover sheets
 - (iii) sole power to dispose or to direct the disposition: See line 9 of cover sheets.
 - (iv) shared power to dispose or to direct the disposition: See line 10 of cover sheets
- (c) Except as set forth in Item 3 above, the Reporting Person has effected any transaction in the Common Stock during the last 60 days.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, securities beneficially owned by any of the Reporting Person.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of the Issuer

As reported in the Company's Form 10Q filed July 15, 2013, for the period ending May 31, 2013, the Company had entered into multiple Promissory Note agreements with Gerald Ricks. On June 3, 2013 the Company amended its Promissory Note agreements to no longer be interest bearing notes and is immediately convertible to common stock (Exhibit 1).

Item 7. Material to be Filed as Exhibits

Exhibit 1 – [Promissory Note Amendment](#)

Exhibit 2 – [Convertible Note Agreement](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 22, 2013

/s/ Gerald Ricks
Gerald Ricks

PROMISSORY NOTE AMENDMENT

This Promissory Note Amendment (the "Amendment") is entered into effective as of as of June 3, 2013 by and between Inc Gerald Ricks. (Investor/Note-holder) and Sport Endurance, Inc., a Nevada corporation (the "Company"), with reference to the following facts:

WHEREAS, Investor/ Note-Holder has loaned certain funds to the Company as described in multiple Promissory Note -Agreements dated before May 31, 2013 (the "Note Agreements"), as extended on June 3, 2013, of which the Company approved an Amendment whereby all outstanding Promissory Notes shall no longer bear 8 % interest after May 31, 2013 and the thus said Promissory Notes are immediately convertible to Common Stock at a price of \$.002 per share at the Investor/Note Holder's discretion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Investor/Note-Holder and the Company agree as follows:

1. Promissory Notes no longer bear 8 % interest Effective as of June 3, 2013, Outstanding Promissory Notes which include principle and interest total \$25,543.00 will no longer bear 8 % interest after May 31, 2013.

2. Promissory Notes are Immediately Convertible to Common Stock. Promissory Notes are immediately convertible into shares of Common Stock at Investor/Note Holder's discretion at a price per share of \$.002. Upon execution of a Convertible Note Agreement, the Company shall instruct its transfer agent to issue shares of Common Stock to the Investor/Note-Holder.

3. Investor/Note-Holder Acknowledgement. Once Convertible Note Agreements have been executed and shares of the Company have been issued, Investor/Note-Holder acknowledges the repayment of \$25,543.00 under the original Promissory Note Agreements from the Company.

4. Investor/Note-Holder Representations. The Company is issuing the Common Stock to Investor/Note-Holder in reliance upon the following representations made by Investor/Note-Holder:

(a) Investor/Note-Holder acknowledges and agrees that the shares of Common Stock are characterized as "restricted securities" under the Securities Act of 1933 (as amended and together with the rules and regulations promulgated thereunder, the "Securities Act") and that, under the Securities Act and applicable regulations thereunder, such securities may not be resold, pledged or otherwise transferred without registration under the Securities Act or an exemption therefrom. Investor/Note-Holder acknowledges and agrees that (i) the shares of Common Stock are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the shares of Common Stock have not yet been registered under the Securities Act, and (ii) such shares of Common Stock may be offered, resold, pledged or otherwise transferred only in a transaction registered under the Securities Act, or meeting the requirements of Rule 144, or in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel if the Company so requests) and in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction.

(b) Investor/Note-Holder acknowledges and agrees that (i) the registrar or transfer agent for the shares of Common Stock will not be required to accept for registration of transfer any shares except upon presentation of evidence satisfactory to the Company that the restrictions on transfer under the Securities Act have been complied with and (ii) any shares of Common Stock in the form of definitive physical certificates will bear a restrictive legend.

(c) Investor/Note-Holder acknowledges and agrees that: (a) the shares of Common Stock have not been registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering; (b) Investor/Note-Holder is acquiring the shares of Common Stock solely for its own account for investment purposes, and not with a view to the distribution thereof in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; (c) Investor/Note-Holder is a sophisticated purchaser with such knowledge and experience in business and financial matters that it is capable of evaluating the merits and risks of purchasing the shares of Common Stock; (d) Investor/Note-Holder has had the opportunity to obtain from the Company such information as desired in order to evaluate the merits and the risks inherent in holding the shares of Common Stock; (e) Investor/Note-Holder is able to bear the economic risk and lack of liquidity inherent in holding the shares of Common Stock; and (f) Investor either has a pre-existing personal or business relationship with the Company or its officers, directors or controlling persons, or by reason of Investor's business or financial experience, or the business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the Company, directly or indirectly, have the capacity to protect their own interests in connection with the purchase of the Common Stock.

(d) Investor's investment in the Company pursuant to this Common Stock is consistent, in both nature and amount, with Investor's overall investment program and financial condition.

3. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by both parties.

(c) Each party to this Agreement hereby represents and warrants to the other party that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to execute this Agreement is not based on any reliance upon the advice of any other party or its legal counsel. Each party represents and warrants to the other party that in executing this Agreement such party has completely read this Agreement and that such party understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the party responsible for its preparation.

(d) Each party to this Agreement hereby represents and warrants to the other party that (i) the execution, performance and delivery of this Agreement has been authorized by all necessary action by such party; (ii) the representative executing this Agreement on behalf of such party has been granted all necessary power and authority to act on behalf of such party with respect to the execution, performance and delivery of this Agreement; and (iii) the representative executing this Agreement on behalf of such party is of legal age and capacity to enter into agreements which are fully binding and enforceable against such party.

(e) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission, all of which taken together shall constitute a single instrument.

This Agreement is entered into and effective as of the date first written above.

COMPANY:

Sport Endurance Inc.

By: /s/ Gerald Ricks
Gerald Ricks, CEO

INVESTOR/ NOTEHOLDER:

/s/ Gerald Ricks
Gerald Ricks

CONVERTIBLE NOTE AGREEMENT

This Convertible Note Agreement (the "Agreement") being exercised on November 8, 2013 by and between Gerald Ricks ("Investor/Note-holder") and Sport Endurance, Inc., a Nevada corporation (the "Company"), with reference to the following facts:

WHEREAS, Investor/ Note-Holder has loaned certain funds to the Company as described in multiple Loan Agreements dated before May 31, 2013 (the "Loan Agreements"), as extended on June 3, 2013 (the "Promissory Note Amendment" or the "Promissory Note"), of which the Company approved that all outstanding debt is now convertible to Common Stock at a price of \$0.002 per share. Investor/ Note-Holder desires to exercise its option to convert the Promissory Note into shares of Common Stock.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Investor/Note-Holder and the Company agree as follows:

1. Converting Promissory Note to Common Stock Effective as stated in the Promissory Note Amendment, \$25,543 shall be converted into shares of Common Stock at a price per share of \$0.002 for an aggregate number of shares of 12,771,500. Upon execution of this Agreement, the Company shall instruct its transfer agent to issue a total of 12,771,500 shares of Common Stock to the Investor/Note-Holder, and the Investor/Note-Holder shall acknowledge the repayment of \$25,543 under the original Loan Agreements.

2. Investor/Note-Holder Representations. The Company is issuing the Common Stock to Investor/Note-Holder in reliance upon the following representations made by Investor/Note-Holder:

(a) Investor/Note-Holder acknowledges and agrees that the shares of Common Stock are characterized as "restricted securities" under the Securities Act of 1933 (as amended and together with the rules and regulations promulgated thereunder, the "Securities Act") and that, under the Securities Act and applicable regulations thereunder, such securities may not be resold, pledged or otherwise transferred without registration under the Securities Act or an exemption therefrom. Investor/Note-Holder acknowledges and agrees that (i) the shares of Common Stock are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the shares of Common Stock have not yet been registered under the Securities Act, and (ii) such shares of Common Stock may be offered, resold, pledged or otherwise transferred only in a transaction registered under the Securities Act, or meeting the requirements of Rule 144, or in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel if the Company so requests) and in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction.

(b) Investor/Note-Holder acknowledges and agrees that (i) the registrar or transfer agent for the shares of Common Stock will not be required to accept for registration of transfer any shares except upon presentation of evidence satisfactory to the Company that the restrictions on transfer under the Securities Act have been complied with and (ii) any shares of Common Stock in the form of definitive physical certificates will bear a restrictive legend.

(c) Investor/Note-Holder acknowledges and agrees that: (a) the shares of Common Stock have not been registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering; (b) Investor/Note-Holder is acquiring the shares of Common Stock solely for its own account for investment purposes, and not with a view to the distribution thereof in a transaction that would violate the Securities Act or the securities laws of any State of the United States or any other applicable jurisdiction; (c) Investor/Note-Holder is a sophisticated purchaser with such knowledge and experience in business and financial matters that it is capable of evaluating the merits and risks of purchasing the shares of Common Stock; (d) Investor/Note-Holder has had the opportunity to obtain from the Company such information as desired in order to evaluate the merits and the risks inherent in holding the shares of Common Stock; (e) Investor/Note-Holder is able to bear the economic risk and lack of liquidity inherent in holding the shares of Common Stock; and (f) Investor either has a pre-existing personal or business relationship with the Company or its officers, directors or controlling persons, or by reason of Investor's business or financial experience, or the business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the Company, directly or indirectly, have the capacity to protect their own interests in connection with the purchase of the Common Stock.

(d) Investor's investment in the Company pursuant to this Common Stock is consistent, in both nature and amount, with Investor's overall investment program and financial condition.

3. Miscellaneous.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. No modification, variation or amendment of this Agreement (including any exhibit hereto) shall be effective unless made in writing and signed by both parties.

(c) Each party to this Agreement hereby represents and warrants to the other party that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to execute this Agreement is not based on any reliance upon the advice of any other party or its legal counsel. Each party represents and warrants to the other party that in executing this Agreement such party has completely read this Agreement and that such party understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the party responsible for its preparation.

(d) Each party to this Agreement hereby represents and warrants to the other party that (i) the execution, performance and delivery of this Agreement has been authorized by all necessary action by such party; (ii) the representative executing this Agreement on behalf of such party has been granted all necessary power and authority to act on behalf of such party with respect to the execution, performance and delivery of this Agreement; and (iii) the representative executing this Agreement on behalf of such party is of legal age and capacity to enter into agreements which are fully binding and enforceable against such party.

(e) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission, all of which taken together shall constitute a single instrument.

This Agreement is entered into and effective as of the date first written above.

COMPANY:

Sport Endurance Inc.

By: /s/ Gerald Ricks
Gerald Ricks, CEO

INVESTOR:

/s/ Gerald Ricks
Gerald Ricks